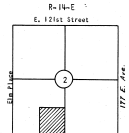


COUNTRY CLUB ESTATES

An addition to
Broken Arrow, OklahomaAn addition in the SE 1/4, SW 1/4 of Section 2, T.17-N,
R.14-E, Tulsa County, Oklahoma

UNPLATTED



LOCATION MAP

40 Acres
88 Lots

UNPLATTED

"LMA" = Limits of no access

1222.51' to S.W. Corner of Sec. 2

1222.11' N 89° 50' 28" W

OWNERS CERTIFICATE OF DEED OF DEDICATION AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, Frank D. Moskowitz, Jack H. Morse, William P. Herli, Michael T. Myers, and Donald F. D. Stafford, being the owners of fee simple title in and to a certain tract of land shown and described on the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 2, Township 17 North, Range 14 East of the Indian Base Meridian, Tulsa County, Oklahoma, according to the S. S. Government Survey Record, containing forty (40) acres, more or less and have caused the same to be surveyed, staked, and platted into lots, blocks and streets, enclosing the same in Country Club Estates Addition to the City of Broken Arrow, Oklahoma.

Whereas the above named owner being owners of maintaining conformity to the improvement and providing protection for the future owner in the above named addition and further to provide the necessary streets and other improvements, as hereby declared, as shown on said plat, and upon the following restrictive covenants for the mutual benefit of themselves and their successors in title to all or any portion of said tract, hereinafter referred to as lots, and to create covenants as hereinafter declared to which it shall be incumbent upon each of their successors to adhere and observe in perpetuity, to-wit:

- (1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.
- (2) The first floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,600 square feet, or 1,800 square feet in the case of a two-story dwelling.
- (3) No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line.
- (4) Construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.
- (5) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and final grade elevation.
- (6) The architectural control committee is composed of Michael T. Myers, Donald F. D. Stafford and Jack H. Morse. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the three members of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or reduce to it any of its powers and duties.
- (7) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in an event, if no action is taken to reject the construction has been commenced prior to the completion thereof, approval will be deemed to be given and the related covenants shall be deemed to have been fully complied with.
- (8) No dwelling shall be erected or placed on any lot having a width or square foot area less than that shown on recorded plat.
- (9) Exposed exterior wall area, exclusive of doors, windows and gable area, shall be 90 percent masonry or masonry veneer. Masonry material shall be of quality and appearance equal or superior to the standard clay or shale common brick, color stamped Portland Cement Brick or quarter round. Exterior wall materials, exclusive of the required masonry area, shall be of permanent construction material selected and designed to suit the architectural appearance of the building.
- (10) No dwelling shall hereafter be erected or placed upon any lot which has a roof composed of asphalt composition material, or a roof pitch of less than 2 1/2:12. No asbestos material is to be used on the exterior walls.
- (11) No fence shall be constructed or allowed to remain in front of the minimum building setback line.
- (12) Trucks with tongue in excess of 8 1/2 feet shall not be permitted to park on the streets, alleyways, or lots overnight and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in subdivision at any time.
- (13) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be so or may become an annoyance or nuisance to the neighborhood.
- (14) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (15) No sign of any kind shall be displayed to the public view on any lot except upon a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or sign used by a seller to advertise the property during the construction and sales period.
- (16) All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no driveway, fence or other obstruction shall be placed in any easement and that full right of ingress and egress shall have at all times over any dedicated easement for the location, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance operation or installation of such utility.
- (17) No lot drilling, oil development operations, all refining, evaporating or distilling operations of any kind shall be permitted upon or in structure designed for residential use or on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- (18) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- (17) No fence, wall, hedge or other planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot while the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines remains.
- (18) No individual water supply system or sewerage disposal system shall be permitted on any lot.
- (19) Overhead pole lines may be installed along the east side of said buildings or elsewhere, all supply of electric service shall be located underground in the easement ways reserved for general utility service, shown on the attached plat. Service conduits and transformers shall not be located in the easement ways reserved for general utility service, shown on the attached plat. To all houses which may be located on all lots in said addition may run from the nearest service conduit or transformer to the point of usage determined by the location and construction of such house as may be located upon said lot: provided that upon the installation of such a service cable in a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective, and exclusive right of any easement on said lot, covering a five foot strip extending from the service conduit or transformer to the service entrance of said house.
- (20) The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easement ways shown on said plat, or previous for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities as installed by it.
- (21) The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant shall be paid for the owner of the lots.
- (22) The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
- (23) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (24) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- (25) Invalidity of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned owners further dedicate to the public use all easements and right-of-way as shown and designated on the accompanying plat for the purpose of construction, maintaining, operating, repairing or removing streets, sanitary sewers and other necessary facilities, telephone lines, electric power lines, gas lines, water lines, and drainage structures with right of ingress and egress upon said right-of-way for the uses and purposes aforesaid, so long as the foregoing easements are used for public use.

Dated this 24th day of May, 1972.

Jack H. Morse
William P. Herli
Michael T. Myers
Donald F. D. Stafford

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for the said county and state on this 24th day of May, 1972, personally appeared Jack H. Morse, William P. Herli, Michael T. Myers, and Donald F. D. Stafford, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 24th day of May, 1972.

My commission expires 06/15/1973

SURVEYOR'S CERTIFICATE

I, Jack L. Spradling, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have plotted into Lots, Blocks, and Streets, Country Club Estates Addition to the City of Broken Arrow, Oklahoma, and that the above plat is a true and correct representation of said survey.

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for the said county and state on this 19th day of May, 1972, personally appeared Jack L. Spradling, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 19th day of May, 1972.

My commission expires 06/15/1973

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT
THIS WAS SUBMITTED BY
BROKEN ARROW PLAT
SUBMISSION OF 5-17-72
BY CO.