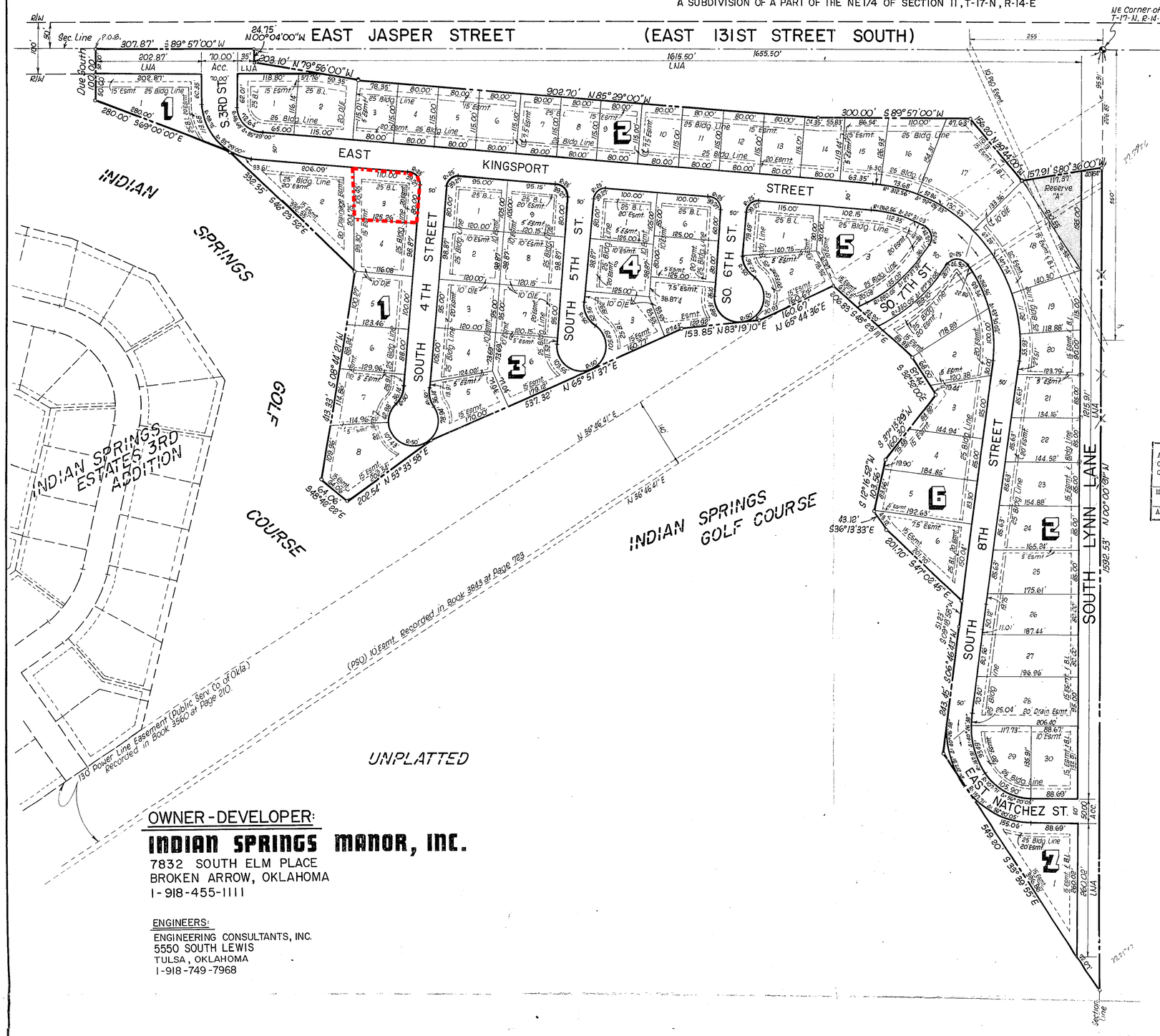
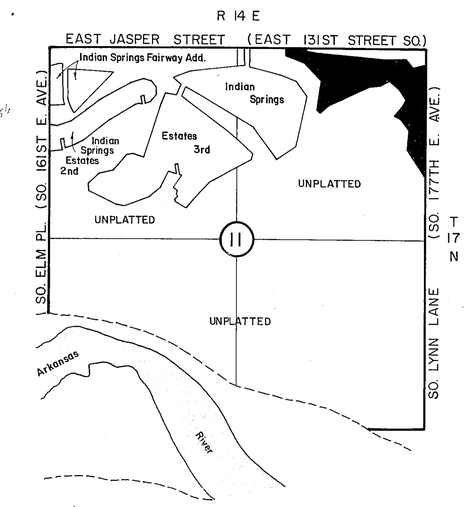
MICROFILM

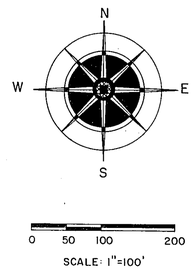
Plat # 4041
25.00
893774

INDIAN SPRINGS MANOR ADDITION

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE NE1/4 OF SECTION 11, T-17-N, R-14-E







CERTIFICATE

As provided in Title 11, Chapter 13, Section 1 of the Oklahoma Statutes, I hereby certify that as to all real estate ad valorem taxes assessed in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $ 1084.55 per trust receipt no. 1862 to be applied to 19 80 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 19 80 taxes in full but is given in order that this plat may be filed of record 19 80 taxes could exceed the amount of the security deposit.

Dated 8-22 19 80

JOHN F. CANTRELL
TULSA COUNTY TREASURER
By: Deputy

APPROVED 2-18-80 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk

STATE of OKLAHOMA } SS,
COUNTY of TULSA
I, Anita Nesbitt, County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated the 22 day of Aug 19 80
ANITA NESBITT, County Clerk
Deputy

ADDITION CONTAINS:
26.71 ACRES TOTAL
61 SINGLE FAMILY RESIDENTIAL LOTS

OWNER-DEVELOPER:
INDIAN SPRINGS MANOR, INC.
7832 SOUTH ELM PLACE
BROKEN ARROW, OKLAHOMA
1-918-455-1111

ENGINEERS:
ENGINEERING CONSULTANTS, INC.
5550 SOUTH LEWIS
TULSA, OKLAHOMA
1-918-749-7968

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

OWNER'S CERTIFICATE OF DEDICATION, BILL OF ASSURANCE, AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS: THAT INDIAN SPRINGS MANOR, INC., an Oklahoma corporation, being the sole owner of the following described real property in Tulsa County, state of Oklahoma, to-wit:

A tract of land located in Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, more particularly described as follows, to-wit:

BEGINNING AT A POINT on the North line of Section 11, Township 17 North, Range 14 East, Tulsa County, Oklahoma said point being 680.62 feet North 89°-57'-00" East of the Northwest corner of the NE 1/4 of said Section 11, thence Due South for 100.00 feet; thence South 69°-00'-00" East for 280.00 feet; thence South 46°-23'-52" East for 332.35 feet; thence South 08°-44'-21" West for 413.33 feet; thence South 48°-42'-22" East for 64.06 feet; thence North 53°-33'-58" East for 202.54 feet; thence North 65°-51'-37" East for 537.32 feet; thence North 83°-19'-10" East for 153.85 feet; thence North 65°- 44'-36" East for 160.67 feet; thence South 48°-23'-11" East for 206.83 feet; thence South 32°-52'-00" East for 87.44 feet; thence South 37°-13'-29" West for 160.30 feet; thence South 12°-16'-52" West for 103.56 feet; thence South 36°-13'-33" East for 43.12 feet; thence South 47°-02'-45" East for 201.70 feet thence South 09°-18'-58" West for 51.23 feet; thence South 06°-46'-43" West for 243.45 feet; thence South 33°-39'-55" East for 549.20 feet, to a point on the East line of said Section 11, said point being 1819.38 feet South 00°-00'-31" East of the Northeast corner of said Section 11, thence North 00°-00'-31" West along said East line for 1592.53 feet; thence South 80°-36'-00" West for 157.91 feet; thence North 39°-44'-00" West for 156.20 feet; thence South 89°-57'-00" West for 300.00 feet; thence North 85°29'-00" West for 902.70 feet; thence North 79°-56'-00" West for 203.10 feet; thence North 00°-04'-00" West for 24.75 feet to a point on the North line of said Section 11, said point being 1655.50 feet South 89°-57'-00" West of the Northeast corner of said Section 11, thence South 89°-57'-00" West along said North line for 307.87 feet to THE POINT OF BEGINNING, said tract containing 26.71 acres more-or-less.

NOW THEREFORE, THE UNDERSIGNED, INDIAN SPRINGS MANOR, INC., an Oklahoma Corporation does hereby dedicate, for public use of the streets and reserve "A" as shown on said plat and does hereby guarantee the title to all of the land covered by said streets, and for the purpose of providing an orderly development of the above described real estate, and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title to the subdivisions of said land, hereinafter referred to as Lots, the undersigned does hereby impose the following restrictions and reservations and create the following easements, which shall be binding upon it, its successors, and assigns.

A. All lots in this Addition shall be known, described and used as residential lots. No structure exceeding two (2) stories in height shall be erected, altered, placed or permitted to remain on any lot within this Addition. All residential dwellings must have a private garage, providing space for not less than two(2) cars, such garage to be attached to the residence. No carports shall be allowed. No structure shall be erected, altered, placed or permitted to remain on any lot within this Addition other than one detached single family dwelling.

B. No building or part thereof, except open porches and terraces shall be constructed and maintained on any homesite nearer to the front property line than the building lines shown on the recorded plat of said addition and no residence shall be built nearer than ten (10) feet to any side lot line on one side and five (5) feet on the other side, thus requiring a combined total of at least fifteen (15) feet between the residence and both side lot lines.

C. All plans and specifications must be submitted to the developer or his duly authorized representative for written approval prior to start of construction, fences with details must be shown on plot plan.

D. Floor area requirements: All square footage requirements are exclusive of garages and porches. The following restrictions shall apply:

a. The following Lots shall have a minimum of 2200 square feet for a single story residence and 2400 square feet for a story and one half or two story residence:

Lot 2,5,6,7, and 8 Block 1; Lots 5 and 6, Block 3; Lots 3 and 4, Block 4; Lot 2 and 3, Block 5; All of Block 6 and all of Block 7

All other lots in the addition shall have a minimum 2000 square feet for single story residence and 2200 square feet for story and one half and two story residence.

E. a. All exposed foundations shall be of brick or stone, No concrete blocks, poured concrete or any other foundation will be exposed.

b. The exterior of all structures erected on any homesite shall be constructed of a minimum of 50% masonry, measurements for computing the 50% masonry may exclude windows doors, covered porches and patio areas, and shall apply to the first floor of two story or one and one-half story residences.

c. No duplication of exterior plans will be permitted and duplication of floor plans will be allowed only where there are at least four homesites (Lots) between locations.

F. Roofs: No composition shingles will be permitted on any structure erected on any homesites. Roofing materials shall be restricted to:

a. Cedar Shakes
b. Slate
c. Wood Shingles

Any other roofing materials must be approved by the Developer prior to start of construction.

G. Entries, cornices, and exterior millwork will be closely examined to insure sound architectural practices. No metal shutter will be permitted.

H. Walks, driveways and patios must be shown on plot plan accompanying hou when submitted to the developer prior to start of construction. No walks or driveways will be permitted. Materials may be brick or

I. Fencing: Decorative, privacy, and security fencing shall be addition conforming to the following guide lines and restr

a. Materials: Fencing may be of wood, stone, brick, or wooden posts and rails not exceeding 4' material will be allowed.

b. Placement: No fencing shall exceed 4' in height except on the rear property line of the following Lots: Lots 1 thru 28 and Lot 30 all in Block 2 and Lot 1 Block 7; these lots shall be allowed 6' screening fencing along E 131st St. South and South Lynn Lane only. No fencing shall be allowed on property lines common to the Indian Springs Golf Course. Shrubbry for screening on these property lines is encouraged not to exceed 4' in height. nor closer than 20 feet to property lines common to the Indian Springs Golf Course.

J. No unattached outbuilding shall be erected or placed in this addition except that swimming pool cabanna's or gazebo structures shall be allowed. No structure may be occupied temporarily or permanently as a dwelling on any Lot in this addition until construction of said structure has been fully completed.

K. No structure previously used or erected shall be moved onto any lot in this Addition.

L. No business trade or activity shall be carried on upon any homesite nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any homesite, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

N. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five quare feet advertising the property for sale or rent, or signs, used by a builder to advertise the preerty during the construction, and sales period.

O. a. Storage of campers, trailers, boats, or recreational vehicles will not be permitted unless kept inside the garage and not publicly visible.

b. No garage may be used as a residential area, nor reduced or altered to decrease space necessary for two full sized automobiles.

c. No clotheslines or paraphernalia for outside drying of clothes will be allowed.

d. No outside television, radio, communications, or any other antenna or tower except flagpoles will be permitted.

P. No homesite will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All homesites shall be maintained in a neat and orderly condition at all times.

Q. Nuisances: No noxious, noisesome, or offensive activities shall be carried on upon any Lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the Owners or occupants of any one or more neighboring Lots.

R. In connection with the installation of underground electrical, telephone, and cable t.v. services, all lots in this Addition are subject to the following provisions, which are enforceable by Public Service, General Telephone Company, and cable t.v. to wit:

a. Overhead pole lines for the supply of electric service may be located along North and East boundaries of the addition, as well as within the existing P.S.O. easements as shown on the plat. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

b. Underground service cable to all houses, which may be located on all lots in said Addition, may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house.

c. The supplier of electric, telephone, and cable t.v. service, through its proper agents and employees, shall at all times have right of access to and upon all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground facilities so installed by it.

d. The owner of each lot shall be responsible for the protection of the underground electric, telephone, and cable t.v. facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electrical, telephone, or cable t.v. facilities. The Company will be responsible for ordinary maintenance of undergund electric, telephone, and cable t.v. facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

e. The foregoing covenants concerning underground electric, telephone, and cable t.v. facilities shall be enforceable by the supplier of electric, telephone, and cable t.v. service, and the owner of each lot agrees to be bound hereby.

S. DRAINAGE EASEMENTS: No trees, shrubs or seedlings of any kind shall be planted in the drainage easements except for certain grasses normally used for lawn purposes. No obstruction shall be placed or permitted to remain in any of the designated drainage easements that would hinder or restrict the free and voluntary flow of stream water from its intended passageway. Maintenance of the area shall be the responsibility of the lot owner except that the City of Broken Arrow, Oklahoma, their employees or agents, at their discretion, have the right to enter upon said easement for the purpose of improving and/or maintaining the same. There will be no compensation to the lot owners for such actions. Construction of fences within said easements will not be permitted.

If the parties hereto, or its assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute and proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. INVALIDATION of any one of these covenants by Judgement or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The undersigned owner further dedicates to the public for public use forever the easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, replacing any and all public utilities including storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines, and water lines together with all fittings, and equipment for each of such facilities and any other appurtenances thereto with the right of ingress and egress to and upon said easements and right-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED, that the undersigned owner hereby reserves the right to construct, maintain, operate, repair, replace water lines and sewer lines together with the right of ingress and egress for the operation, laying and relaying over, across and along said streets, on said plat, and/or, sewer

This Certificate of Dedication, Bill of Assurance and Easement Grant shall be binding upon the undersigned, its successors and assigns, and upon all future owners of any interest in any lot in this Addition.

IN WITNESS WHEREOF, the undersigned INDIAN SPRINGS MANOR, INC., an Oklahoma corporation, has caused this Certificate of Dedication, Bill of Assurance and Easement Grant to be duly executed by its members and attested to by its Secretary and its seal affixed hereto this 18th day of August, 19 80.

INDIAN SPRINGS MANOR, INC.
an Oklahoma corporation

ATTEST:

Secretary: Charles F. Sanders

President: William R. Childress

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned Notary Public within and for said County and State, on this 18th day of August, 19 80, personally appeared William R. Childress, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires: June 26, 1982

Notary Public

We, ENGINEERING CONSULTANTS, INC., of Tulsa, Oklahoma, do hereby certify that we have, at the instance of the OWNER designated above, made the above described survey and that the accompanying plat is a true and correct representation of said survey.

Signed and Sealed this 12th day of AUGUST, 19 80.

ENGINEERING CONSULTANTS, INC.

By: Lynden L. Burrow, L.S. No. 1077

REGISTERED LAND SURVEYOR LYNDEN L. BURROW 1077 OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA

Before me, the undersigned Notary Public within and for said County and State, on this 12th day of August, 19 80 personally appeared Lynden L. Burrow, to me known to be the identical person who subscribed his name as the maker thereof to the 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.

My Commission expires: 5-20-82

Notary Public