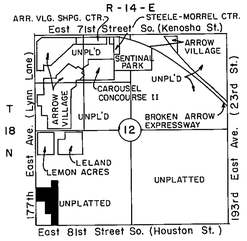
497523

4654

LYNN LANE BUSINESS PARK

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA BEING IN THE SW/4 SW/4 SECTION 12 T18N, R14E, TULSA COUNTY, OKLAHOMA.



LOCATION MAP

16 LOTS
10.12 AC. NET

0 50 100 200

LEGEND

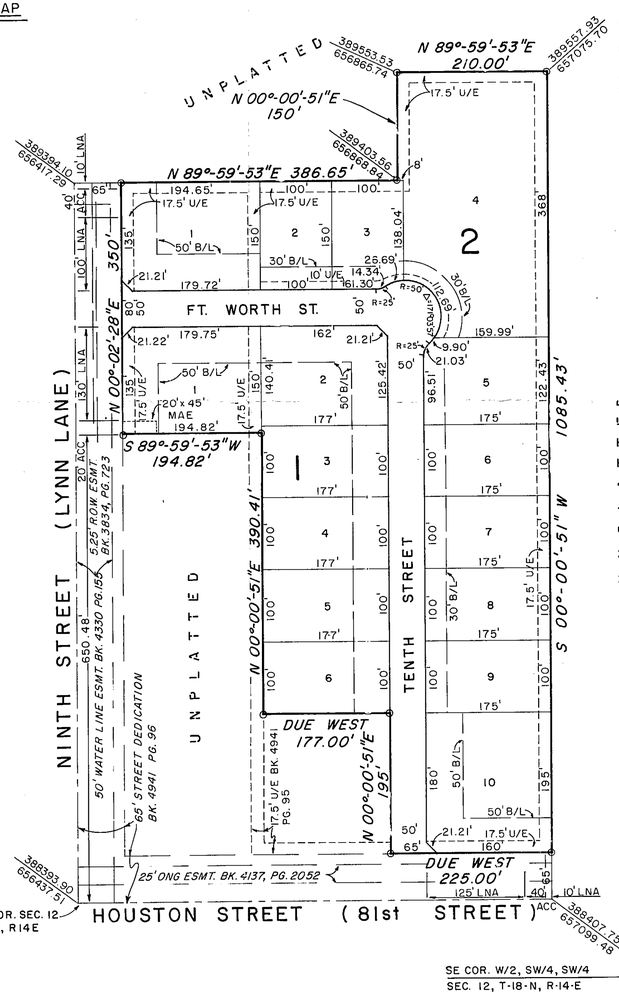
U/E - Utility Easement
B/L - Building Line
LNA - Limits of No Access
MAE - Mutual Access Easement

OWNER

REVOCABLE INTER
VIVOS TRUSTS OF ROY
HALE & LEILA JO HALE
Dated March 6, 1978
7381 S. 225th E. AVE.
BROKEN ARROW, OKLA. 74014
918-357-2050

ENGINEER

WILLIAM E. LEWIS, P.E.
6420 S. 221st E. AVE.
BROKEN ARROW, OKLA. 74014
918-355-1380



APPROVED 5-5-86 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1986 JUL -9 PM 1:24
JOAN HASTINGS
TULSA COUNTY CLERK

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA

I, Joan Hastings, Tulsa 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 9 day of July 1986
JOAN HASTINGS, Tulsa County Clerk
Violet L. Evans
Deputy

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved 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 $ 55.00 per trust receipt no. 3889 to be applied to 1984 taxes not as yet certified to me.
This certificate is NOT to be construed as payment of 1986 taxes in order that this plat may be filed of record. The 1986 taxes will secure the amount of the security deposit.
Dated 7-9 1986
JOHN F. CANTRELL,
TULSA COUNTY TREASURER
By: Judy Bluebaugh
Deputy

LYNN LANE BUSINESS PARK

CERTIFICATION OF DEDICATION
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THSES PRESENTS:
ROY HALE, TRUSTEE OF REVOCABLE INTER VIVOS TRUST OF ROY HALE, dated March 6, 1978 and LEILA JO HALE, TRUSTEE OF REVOCABLE INTER VIVOS TRUST OF LEILA JO HALE, dated March 6, 1978, are hereinafter referred to as "owners" of the following-described land in the County of Tulsa, State of Oklahoma, to wit:

Part of the W½ SW¼ SW¼ Section 12, T18N, R14E of the Indian Base and Meridian, Tulsa County, Oklahoma according to the U.S. Government Survey thereof, more particularly described as follows:

Beginning at a point 65 feet North of the Southeast corner of said W½ SW¼ SW¼; thence due West 225 feet; thence N 00°00'51" E 195 feet; thence due West 177 feet; thence N 00°00'51"E 390.41 feet; thence S 89°59'53" W 194.82 feet; thence N 00°02'28" E 350 feet; thence N 89°59'53" E 386.65 feet; thence N 00°00'51" E 150 feet; thence N 89°59'53" E 210 feet to a point on the East line of said W½ SW¼ SW¼; thence S 00°00'51" W along said East line 1085.43 feet to the point of beginning; containing 10.13 acres, more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as LYNN LANE BUSINESS PARK, Tulsa County, State of Oklahoma.

SECTION 1. STREETS AND UTILITIES

A. Utility Easements

The owners do hereby dedicate for the public use the easements and rights-of-way designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, the Owners hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the public streets, alleys, and utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat.

B. Electric & Communication Service

a. Overhead pole lines for the supply of electric service and communication service cable may be located 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 and streets.

b. Electric and communication service may be underground service cables to all buildings provided that upon the installation of such a service cable to a particular building, 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 pole, service pedestal or transformer to the service entrance on said building. The owner of each lot may grant additional easement as needed for electric service.

c. 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 provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said electric facilities so installed by it.

d. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric 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 electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

C. Limits of No Access.

THE OWNERS hereby relinquish right of ingress or egress to the above-described property within the bounds designated as "Limits of No Access" (LNA) except as may hereafter be released, altered, or amended by the CITY OF BROKEN ARROW, OKLAHOMA, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

D. Mutual Access Easements. Mutual Access Easements, as designated on the accompanying plat, are dedicated as private roadway easements for access, ingress, and egress for the mutual use of the owners of lots within the subdivision and their guests and invites and shall be maintained free of obstruction.

SECTION 2. RESTRICTIONS

WHEREAS, the Owners desire to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owners, its successors and assigns;

THEREFORE, the Owners do hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owners, its successors and assigs:

A. Architectural Control Committee

1. No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an Architectural Control Committee composed of ROY HALE, LELIA JO HALE, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above-named committee the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Control Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and shall be deemed to have been fully complied with.

2. The Architectural Control Committee, nor the developer of LYNN LANE BUSINESS PARK shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this declaration by reason of mistake of judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications, and an approval of plans and specifications shall not constitute a warranty or responsibility for building methods, materials, structural design, grading or drainage, or code violations.

3. The Architectural Control Committee shall have the power to grant a modification of any of the restrictive covenants upon its finding that the purposes of the covenants can be achieved without necessity of strict adherence to the covenants or, in the alternative, that the purposes of the covenants cannot be achieved in the particular instance and the strict application of the covenants would constitute an unnecessary burden.

B. Construction Standards

All buildings and structures erected within said industrial park shall have masonry, concrete or metal (prefinished steel siding) exterior walls. Exterior walls abutting or facing any dedicated street shall consist of tilt-up concrete, brick, stone or stucco to the eave or 10 feet high, whichever is less. Masonry facing material shall return along each side of building a minimum of 2 feet. All concrete or cinder block masonry shall be properly painted or color coated so as to give a finished appearance. Exposed (unfinished) concrete or cinder block is prohibited. In no case shall any building be of wooden frame construction, except that fire-proofed laminated beams may be used in the construction of such buildings, provided prior approval of the fire marshall of the City of Broken Arrow is obtained. No used building materials shall be incorporated into any structure or any lot. No temporary building shall remain on any site after construction is complete.

C. Permitted Uses

1. All lots in said development park shall be restricted in accordance with the zoning requirements affecting the land to commercial, industrial, office and office warehouse. All buildings erected on the property shall conform to the City of Broken Arrow building code in effect at the time of commission.

2. The following uses are not permitted:

a. Any use which involves a noxious odor, excessive emission of smoke, steam or vapor, or an excessive noise level.

D. Parking Areas

1. Off street parking shall be provided and maintained by the owner of each lot, for his employees, customers, and all other persons transacting business on the site. Each single parking space must be a minimum of 180 sq. ft. excluding drives and approaches, and the parking requirements for each building shall be in accordance with its size and use. Total parking requirements shall then meet the City of Broken Arrow zoning code requirements. If parking needs increase, additional off street parking shall be provided by the owner. Parking in the street is strictly prohbiited.

2. All parking areas and drives shall be paved with an impervious surface (a minimum of 6" asphalt or 5" of concrete).

3. 4"-6" concrete curbing shall be provided among the perimeter of all concrete parking and driveway areas lying between front property line and front face of building, except in mutual access easement areas.

4. That part of the driveway entrance that lies between the front property line and the edge of the paved portion of the street shall be constructed in accordance with City of Broken Arrow requirements.

E. Outside Storage

1. No part of the area in front of the building setback lines of any lot shall be used for outside storage. All outside storage areas shall be sufficiently fenced to screen them from view from public streets and side lots per screening and fencing guidelines paragraph F1.

2. All boats, cars, trucks, trailers, motor homes, motorcycles or similar recreational equipment shall not be stored on any lot unless fully screened in accordance with section F1 of these restrictions, nor shall they be located or parked for the purpose of "for sale" on any lot, right-of-way, dedicated streets, or easements unless such business is established specifically for such sales in accordance with the zoning requirements.

3. No inoperative vehicles or machinery shall be stored or parked on any lot unless screened in accordance with paragraph F1 of these restrictions.

4. All outside unpaved storage areas shall be covered with crushed stone and sealed or treated for a dust free surface.

F. Screening/Fencing

1. All fencing and gates, directly exposed to public streets and installed parallel to building set back lines or used to screen waste, receptacles, incinerators, or air conditioning units shall be 6' high chain link with vertical wood slats.

2. All fenced areas other than those outlined in items 1 above, shall be 6' high chain link with verticle wood slats or standard 6' high chain link. No other types of fencing shall be permitted except as approved in writing by the Architectural Control Committee.

3. All fencing exposed to public streets shall set back from the face of building a minimum of 5 to 6 feet and no fencing shall be allowed to extend in front of building limit lines.

G. Landscaping and Site Maintenance

1. All unimproved areas other than those areas devoted for parking, loading and storage shall be landscaped with grass sod, specimen plants, and trees.

2. The area between street curb and front of building must have a minimum of 10% devoted to landscaping.

3. Each lot shall be kept free from weeds, brush and high grass, Trash and rubbish shall not be permitted to accumulate upon any lot. Buildings and improvements shall at all times be maintained in a visually appealing condition.

4. All on-site trash recepticls shall be screened from public view; under no circumstance shall trash recepticals be allowed in area between city curb line and building limit line.

H. Enforcement, Duration, Amendment and Severability

1. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owners, their successors and assigns and all parties claiming under them. These covenants shall inure to the benefit of all owners of lots within the subdivision. If the undersigned Owners, or their successors or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenants, to prevent him or them from so doing or to compel compliance with the covenants or to recover damage for such violations.

2. Duration. These restrictions shall remain in full force and effect until June 1, 2006 and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

3. Amendment. The covenants herein established may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

4. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: ROY HALE, TRUSTEE OF REVOCABLE INTER VIVOS TRUST OF ROY HALE, dated March 6, 1978 and LEILA JO HALE, TRUSTEE OF REVOCABLE INTER VIVOS TRUST OF LEILA JO HALE, dated March 6, 1978, have executed this instrument this 3rd day of July, 1986.

Roy Hale, Trustee for Revocable Inter Vivos Trust of Roy Hale, dated March 6, 1978

Leila Jo Hale, Trustee for Revocable Inter Vivos Trust of Leila Jo Hale, dated March 6, 1978

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public within and for said County and State on this 3rd day of July, 1986, personally appeared ROY HALE, TRUSTEE OF REVOCABLE INTER VIVOS TRUST OF ROY HALE, dated March 6, 1978 and LEILA JO HALE, TRUSTEE OF REVOCABLE INTER VIVOS TRUST OF LEILA JO HALE, dated March 6, 1974, to be known to be the identical persons who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their free and voluntary acts and deeds and as the free and voluntary acts and deeds of such trusts for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: Nov. 16, 1988

Cassandra Sue Nicholas
Notary Public

CERTIFICATE OF SURVEY

I, WM. E. LEWIS, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have, at the instance of the owners designated above, caused the above describid survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 3rd day of July, 1986

Wm. E. Lewis, R.L.S. #728

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of July, 1986, appeared WM. E. LEWIS, 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.

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

My Commission expires: Nov. 16, 1988

Cassandra Sue Nicholas
Notary Public