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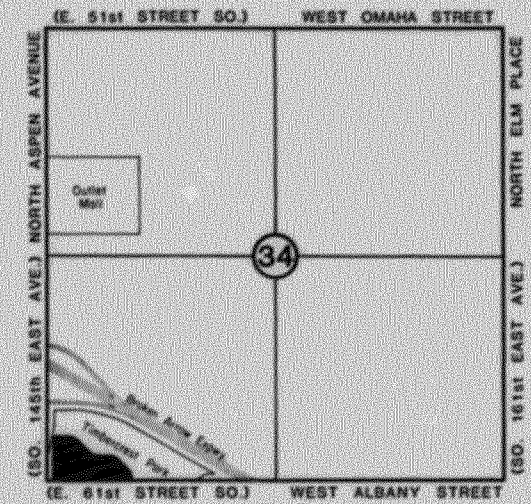
288929

# Timbercrest Park

(AMENDED)

A RESUBDIVISION OF ALL OF BLOCK 1, "TIMBERCREST PARK"  
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
A PART OF  
PLANNED UNIT DEVELOPMENT NO. 29

R-14-E



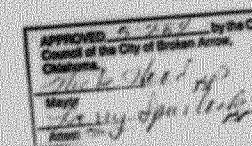
TRACT CONTAINS  
304,478.140 SQ. FT.  
2 COMMERCIAL LOTS

LOCATION MAP

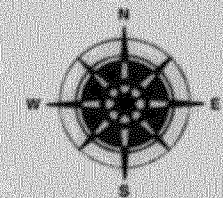
OWNER-DEVELOPER:

**WATSON & TAYLOR OKLAHOMA, LTD.**

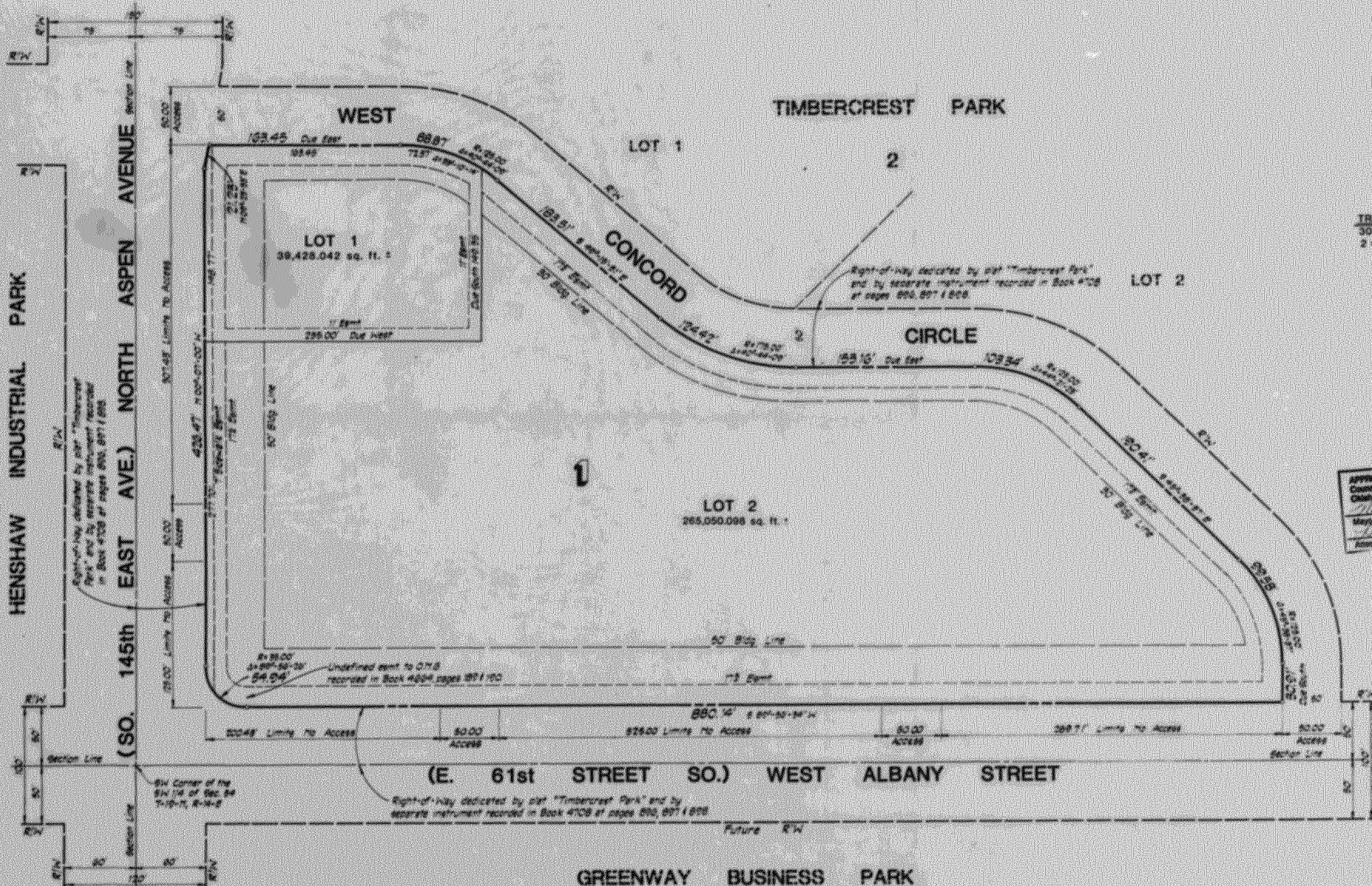
A TEXAS LIMITED PARTNERSHIP

 4015 BELT LINE ROAD  
DALLAS, TEXAS 75234  
1-214-386-9070


ENGINEERS:  
ENGINEERING CONSULTANTS, INC.  
1700 WEST ALBANY  
BROKEN ARROW, OKLAHOMA 74012  
1-918-258-8821



SCALE: 1" = 50'



THE APPROVAL AND FILING OF THIS PLAT DOES NOT  
GUARANTEE THAT CONNECTIONS WILL BE PERMITTED  
TO THE HAIKEY CREEK/RYAN LAKE WASTEWATER TREATMENT  
PLANT. THE OWNER OF EACH LOT IS RESPONSIBLE FOR  
OBTAINING FROM THE CITY ENGINEER, A CONNECTION  
CONTRACT AND/OR CONNECTION PERMIT, CERTIFYING TO  
CAPACITY. IF CAPACITY IS NOT AVAILABLE, CONNECTION  
OF THE LOT WILL NOT BE PERMITTED.

STATE OF OKLAHOMA  
COUNTY OF TULSA  
I, the undersigned, Clerk of the County of Tulsa, Oklahoma, do hereby certify that the within and foregoing plat is a true and correct copy of the original as the same appears on file in my office.  
Witness my hand and the Seal of said County at Broken Arrow, Oklahoma, this 14th day of July, 1974.  
LITA BELL, Clerk of the County of Tulsa, Oklahoma

As provided in Title 11, Chapter 11, Section 111 of the Oklahoma  
Statutes, the undersigned, Clerk of the County of Tulsa, Oklahoma,  
do hereby certify that the within and foregoing plat is a true and  
correct copy of the original as the same appears on file in my office.  
Witness my hand and the Seal of said County at Broken Arrow,  
Oklahoma, this 14th day of July, 1974.  
LITA BELL, Clerk of the County of Tulsa, Oklahoma

7-16



COVENANTS AND DEED OF DEDICATION  
FOR TIMBERCREST PARK AMENDED

NOW ALL MEN BY THESE PRESENTS:

That WATSON & TAYLOR OKLAHOMA, LTD., a Texas limited partnership (the "Owner"), is the owner of certain real estate and premises situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, described as follows:

A tract of land located in and being a part of the Southwest Quarter of Section 34, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, said tract being more particularly described as follows, to-wit:

All of Block One (1), "TIMBERCREST PARK", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof;

and has caused the same to be re-surveyed, re-platted and re-subdivided into two lots and one block as shown on the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat") and Owner has given the Plat the name of "Timbercrest Park Amended", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Property").

WHEREAS, "Timbercrest Park" an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, has been approved by the City of Broken Arrow as Planned Unit Development No. 29 pursuant to the Broken Arrow Zoning Code as the same existed on August 2, 1962, when Planned Unit Development No. 29 was approved by the City Commissioners of the City of Broken Arrow; and

WHEREAS, a Site Development Plan and amendment to P.U.D. No. 29, dated January 23, 1964, was approved by the Broken Arrow Planning Commission on January 26, 1964 (the "Site Development Plan"), subject to certain conditions which conditions are incorporated herein by reference; and

WHEREAS, the Covenant and Deed of Dedication for Timbercrest Park was amended pursuant to a certain Amendment to Covenants and Deed of Dedication for Timbercrest Park (the "Amendment"), dated February 14, 1964, filed May 14, 1964, in Book 4789, at pages 2386-2395, which instrument was signed by all the then owners of property within Timbercrest Park which Amendment amended said covenants to provide for a replat of Block One (1) of Timbercrest Park and which Amendment is incorporated herein by reference as if fully set forth herein.

NOW, THEREFORE, Owner does hereby dedicate for public use the public easements as shown on the Plat for the several purposes of construction, maintenance, operation, repair, removal and replacement of any and all public utilities, including but not limited to, storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines and waterlines, cable television, together with all fittings, and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and other appurtenances thereon, with the right of ingress and egress to and upon said easements for the uses and purposes for aforesaid.

The foregoing dedications are made subject to the following reservations by Owner:

Owner hereby reserves the right unto itself, or its successors to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress to and upon said easements for said construction, maintenance, operation, laying and re-laying over, across and along all strips of land including within the easements for said construction, maintenance, operation, laying and re-laying over, across and along all strips of land included within the easements shown therein, both for the purpose of furnishing of water and/or sewer to the area included in said Plat and to any other areas.

ARTICLE I

UTILITY SERVICES

1.1 Underground Electric, Cable Television and Telephone Service.

Overhead pole lines for the supply of electric, telephone and cable television service may be located along the southern and western boundaries of the Property. All other supply lines shall be located in underground easement-ways reserved for general utility services as shown on the Plat. Service pedestals and transformers as a source of supply at secondary voltages, may also be located in said easement-ways.

A. Underground service cables to all buildings which may be located on the Property may be run from the nearest service pedestal or transformers to the point of usage determined by the location and construction of such buildings; provided that, upon installation of such a service cable to a particular building the supplier of electric and communication services shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement covering a five foot (5') strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said building.

B. Underground primary cables as sources of supply at secondary voltages may be run underground from the overhead pole line or primary switching cabinet to the transformer location determined by the location and construction of each building on each lot shown on the Plat provided that upon the installation of such primary cable, transformer or switch cabinet, the supplier of electric, telephone or cable television service shall thereafter be deemed to have a definitive permanent, effective and exclusive right-of-way easement on the land of said Plat covering a ten foot (10') strip extending five feet (5') on each side of said underground cable extending from the overhead pole line or switching cabinet to the transformer or switching cabinet on each lot on the attached Plat.

C. The suppliers of electric and communication services, through their proper agents and employees shall at all times have the right of access to all such easement-ways shown on the Plat, or provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of said electric or communication facilities so installed by it.

D. The Owner shall not alter the grade of the easement or undertake any construction activity within such easements which interfere with said electric or communication facilities. The respective company will be responsible for ordinary maintenance of underground electric or communication facilities; provided that, the Owner will pay for damage or relocation of such facilities caused or necessitated by the negligent acts of the Owner or his agents. The Owner shall not, however, be liable for the negligent acts of any person not under the control of the Owner.

E. The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of said service, and the Owner agrees to be bound thereby.

1.2 Water and Sanitary Service.

The Owner shall not alter the grade in excess of three feet (3') from the original contours, or undertake any construction activity which may interfere with the public water main and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas only.

A. The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but Owner will pay for damage or relocation of such facilities caused or necessitated by the negligent acts of the Owner or its agents. The Owner, however, shall not be liable for the damage caused by others.

B. The City of Broken Arrow or its successors through its proper agents or employees at all times shall have the right of access with their equipment to all such water and sewer easements shown on the Plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

C. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the Owner agrees to be bound thereby.

ARTICLE II

DEVELOPMENT RESTRICTIONS

The Site Development Plan was approved by the Broken Arrow Planning Commission on January 26, 1964, pursuant to certain terms and conditions. The use of the Property and the erection of improvements thereon are governed by the following restrictions as set forth in the Minutes of the Broken Arrow Planning Commission on January 26, 1964, which may be enforced by the City of Broken Arrow, Oklahoma, to law or at equity.

2.1 Use. The use of the Property shall be limited to the uses permitted within the C-2 and I-1 Zoning Districts, provided, however, the following uses are specifically excluded and prohibited: Automobile and truck repair, body shop, salvage of junk activities, oil field drilling equipment service, drapery, paint manufacturing, chemical manufacturing, wholesale gasoline storage, fur and leather goods manufacturing, dairy products manufacturing, oil field drilling equipment manufacturing, mobile home, manufactured housing, or trailer sales and service.

The buildings designated Building "W" and "J" on the Site Development Plan shall not be used for any purposes other than self-storage and one caretaker's quarters and office to be located in Building "J".

2.2 Detailed Site Plan. No use shall or may be permitted, nor any building permit issued for the Property, until a Detailed Site Plan showing the location of the improvements thereon is approved by the Broken Arrow Planning Commission.

2.3 Lot Line and Frontage Requirements Upon Replat or Lot Split. The following lot size and frontage standards shall apply to any lot to be replatted or split within the Property:

| Frontage<br>Lot Size  | Minimum<br>Frontage | Minimum Frontage<br>If Arterial |
|-----------------------|---------------------|---------------------------------|
| 25,000 Square<br>Feet | 30 Feet             | 75 Feet                         |

2.4 Initial Floor Area Allocation. The initial allocation of permitted floor area for the Property is 100,000 square feet.

2.5 Signs. Signs accessory to the various mixed usage lots within the Property shall be permitted subject to the requirements and limitations of the Planned Unit Development ordinances of the City of Broken Arrow as the same existed on August 2, 1962, and subject to the following additional requirements and limitations:

The number of ground signs within the Property, shall be limited to one on 61st Street frontage and one on 145th East Avenue frontage. Maximum display surface area per sign on said ground sign shall not exceed 120 square feet. Maximum height above grade of existing street for ground sign shall not exceed 20 feet. Wall or canopy signs within the Property shall not exceed the height of the building or possess an aggregate display surface area greater than 1.5 square feet per 1000 feet of building wall to which the sign or signs are affixed.

2.6 Off-street Parking. Within the Property, all off-street parking shall be at the ratio of one (1) space per 300 square feet of Floor Area of office use and one (1) space per 200 square feet of Floor Area of retail commercial use.

2.7 Lot Maintenance. Each owner of a lot within the Property shall be responsible for the maintenance of said owner's lot and shall maintain the parking and other common areas within the Property in a safe, clean and sanitary condition.

2.8 Lot 1, Block 1. No use shall or may be permitted, nor any building permit issued for Lot One (1), Block One (1), as depicted on the Plat until a Detailed Site Plan showing the location of the improvements thereon is approved by the Broken Arrow Planning Commission.

ARTICLE III

ENFORCEMENT, DURATION AMENDMENT AND SEVERABILITY

3.1 Effect, Duration Amendment. These covenants are to run with the land and shall be binding on the undersigned, its grantees, successors and assigns and on all parties and persons claiming under them for a period of twenty-five (25) years from the date this Deed of Dedication is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Owner may amend, modify, change or vacate these covenants; provided, however, that any such amendment or vacation of Article II hereof must be approved by the Broken Arrow Planning Commission which amendment, change or vacation shall be evidenced by an instrument in writing signed by the Owner and shall be filed for record in the office of the County Clerk of Tulsa County, Oklahoma. Any such amendment, change or vacation shall not affect any rights of any public utility in any easement-ways as set forth herein above, except as may be permitted pursuant to the provisions of the Oklahoma Statutes.

3.2 Enforcement. If any party hereto or any of their grantees, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other parties or persons owning any real property situated in the Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or to obtain damages or other dues for such violations. The prevailing party in such action shall be entitled to recover court cost and reasonable attorneys' fee to be determined by the court.

3.3 Severability. Invalidity of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, WATSON & TAYLOR OKLAHOMA LTD., a Texas limited partnership, has executed this instrument this 26 day of June, 1964.

WATSON & TAYLOR OKLAHOMA LTD.,  
a Texas limited partnership

BY: George S. Watson  
General Partner

BY: A. Starks Taylor, III.  
General Partner

STATE OF TEXAS } ss.  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me this 26 day of June, 1964, by GEORGE S. WATSON, general partner on behalf of Watson & Taylor, Oklahoma, LTD., a Texas limited partnership.

Lyndeen L. Burdon  
Notary Public

My Commission Expires: June 27, 1967

STATE OF TEXAS } ss.  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me this 26 day of June, 1964, by A. STARKS TAYLOR, III, general partner on behalf of Watson & Taylor, Oklahoma, LTD., a Texas limited partnership.

Lyndeen L. Burdon  
Notary Public

My Commission Expires: June 27, 1967

APPROVED 5-23-64 by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
Nick Shady  
Mayor  
James M. Smith  
Attest City Clerk

SURVEYOR'S CERTIFICATION:

We, ENGINEERING CONSULTANTS, INC., of Broken Arrow, Oklahoma, do hereby certify that we, as the instance of the OWNER designated above, have made the above described survey and that the accompanying plat is a true and correct representation of said survey to the best of our knowledge and belief.

Signed and Sealed this 19th day of June, 1964.

ENGINEERING CONSULTANTS, INC.

BY: Lyndeen L. Burdon  
Vice President

STATE OF OKLAHOMA } ss.  
COUNTY OF TULSA }

Before me, the undersigned Notary Public within and for said County and State, on this 19th day of June, 1964, personally appeared LYNDEN L. BURDON, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its Vice 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 ENGINEERING CONSULTANTS, INC. for the uses and purposes therein set forth.

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

My Commission Expires: after May 24, 1968  
Notary Public

