Plat Cabinet 3-273 A&B

AMENDED

# JOHANNA WOODS

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

APPROVED [illegible] by the City Council of the City of Broken Arrow, Oklahoma
Dick Goodson [illegible]
Mayor
Larry Spurlock [illegible]
Attest: City Clerk

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, JOHANNA WOODS, LTD., being the Owner of the real property hereinafter described has caused said property, to-wit:

An Addition to the City of Broken Arrow, Oklahoma, located in the E/2 of the NW/4 of Section 31, T-19-N, R-15-E, Wagoner County, Oklahoma, being more particularly described as follows:

Beginning at the Northeast corner of said NW/4; thence S 00 16' 47" E a distance of 2,641.46 feet; thence N 89 48' 00.5" W a distance of 708.87 feet; thence N 41 10' 36.3" W a distance of 932.82 feet; thence N 00 20' 24.5" W a distance of 1,940.72 feet to a point on the North line of said Section; thence S 89 49' 58.6" E a distance of 1,321.65 feet to the POINT OF BEGINNING, containing 75.14 acres, more or less.

to be surveyed, staked and platted into lots and blocks in conformity to the plat attached hereto and have caused the same to be named and designated the same as AMENDED JOHANNA WOODS, an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

AND, the undersigned Owner hereby dedicates for the public use the streets and easements as shown and designated on accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including poles, wires, conduits, pipes, valves, meters and any other appurtenances hereto with the right of egress into and upon said easements for the uses and purposes aforesaid: Provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operating, laying and relaying over, across and along all strips of land included with the easement shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to other areas.

WHEREAS, the property was submitted as a Planned Unit Development (Number 30) pursuant to Article 8 Ordinance 302, Broken Arrow Ordinances (Broken Arrow Zoning Code) requires the establishment of covenants of record, insuring the enforceability by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation of, and continued conformance with the approved Planned Unit Development.

The development of the "AMENDED JOHANNA WOODS" Addition shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code, Broken Arrow Ordinances Article 8, Ordinance 302, as codified February, 1982.

AND, the undersigned Owner, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owner, their successors and assigns and the adjacent owners abutting the tract, their successors and assigns do hereby impose the following restrictions, limitations and reservations, which shall be binding upon all subsequent purchasers:

A. All lots in the Addition shall be known and described as residential and shall be used for residential purposes only. Only mobile or modular homes will be permitted.

B. No building shall be located nearer to the front lot line or easement line than the building line shown on the attached plat.

C. No business, trade or activity shall be carried on upon residential lots, No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

D. No fences shall be installed on the front portion of any lot in the Addition between the lot line and building set back line. All carports constructed shall conform to the residence in material, type and color. Any Storage building constructed shall conform to the residence in material, type and color, and shall be located adjacent to and in back of the parking area.

E. Easements shown on the attached plat and designated as "drainage easement" (D/E) shall remain clear at all times. No structure or fence may be placed on or across these easements.

F. No vehicle or machinery that is not in an operational condition shall be left on any lot.

G. No animals, including fowls, shall be raised, bred or kept on any lot at any time, except that not more than one each of any common household pet (which are not used, bred or maintained for any commercial purpose) may be kept. All household pets must be kept within the fenced backyard at all times.

H. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through channels in the easements.

I. The owner does hereby relinquish the rights of ingress and egress to the above described property within the bound designated on the accompanying plat as "Limits of No Access" (LNA) except as may be released, altered or amended by the City of Broken Arrow or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma, pertaining thereto.

J. For admission, a mobile home will have had to obtain a permit for moving over a public road, be not older than 5 years at time of occupancy and be in good operating condition.

K. Within thirty (30) days of the setting of a mobile home, skirting material comparable to the mobile home shall be installed and the unit shall be tied down. This will be done in accordance with current requirements of the City of Broken.

L. Each mobile home space will be kept neat at all times and any storage beneath the home will not be permitted until the skirting has been installed.

M. Overhead pole lines for the supply of electric services may be located along all boundaries of the property. 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 easementways 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 easementways.

N. Underground service cables to all mobile home spaces and/or buildings located in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location of a meter pedestal or building. Upon the installation of such a service cable to a particular mobile home space or building, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the land of said Addition; 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 meter pedestal on the said mobile home space or service entrance on said building.

O. The supplier of electric, gas and communication 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 underground facilities or installed by it.

P. 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 facilities. The Company will be responsible for ordinary maintenance of underground facilities, but the owner will pay for damage or relocation of such facilities caused by or necessitated by acts of the owner or his agents or contractors.

Q. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound hereby.

R. These restrictions shall run with the land and shall be binding upon all persons claiming under them until January 1, 2002, at which time, they shall automatically be extended for successive periods of ten years unless revoked by a majority of the property owners. If one of the parties herein, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the provisions herein, it shall be lawful for any other person or persons owning any real estate in said development of the Addition, to prosecute any preceedings at law or in equity against person or persons violating or attempting to violate any such restrictions, and either prevent him from so doing or to recover damages or other dues from such violation.

S. These provisions may be amended, modified, changed or cancelled only by a written instrument executed by the Broken Arrow Planning Commission and City Council, and the provisions of such instrument shall be binding from and after the date it is properly executed.

T. Reserve area "A", as shown on the plat is a drainage area hereby reserved and set aside for recreational purposes. This area shall be owned and maintained by the Owner of Johanna Woods.

U. Reserve areas "B", "C", "E", "F", "G" and "H", as shown on the plat, are hereby reserved and set aside for recreational purposes. The areas shall be ownerd and maintained by the Owner of Johanna Woods.

V. Reserve area "D", as shown on the plat is hereby reserved for sanitary sewer lift station and as sanitary sewer easement. This area shall be owned and maintained by the Owner of Johanna Woods.

Invalidation of any of these covenants by judgement or Court Order shall, in no wise affect any of the other provisions, which shall remain in force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand at .....Tulsa..., Oklahoma this .....3RD... day of ...February., 1987

........................................ ....Steven A. Sanditen, Pres....
JOHANNA WOODS, LTD.

STATE OF OKLAHOMA )
)SS
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State on this ...3rd.... day of ..February..., 1987 personally appeared .Steven A. Sanditen .................., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its agents and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires:

....November 10, 1990.......... ....Linda K. Buntinger.......
Notary Public

CERTIFICATE OF SURVEY

I, JACK L. SPRADLING, the undersigned, a Registered Professional Engineer and Surveyor, hereby certify that I have carefully and accurately SURVEYED, STAKED WITH IRON PINS AND PLATTED THE ABOVE described tract of land designated as AMENDED JOHANNA WOODS, an Addition to the City of Broken Arrow, Oklahoma, and that the above plat is a true and correct representation of said survey.

....Jack L. Spradling..........
Jack L. Spradling, Professional Engineer, Surveyor

STATE OF OKLAHOMA )
)SS
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this ..13th.... day of ..November.., 1986, personally appeared Jack L. Spradling, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Maker 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:

.....4/26/89........................ ....[illegible]....
Notary Public