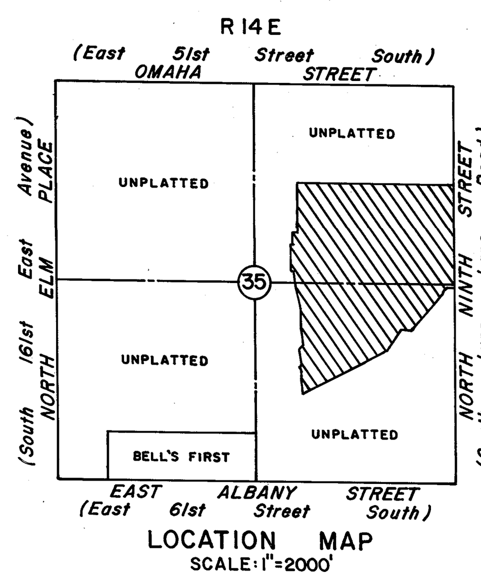
COUNTRY LANE ESTATES

A SUBDIVISION OF PART OF THE SOUTH HALF (S/2) NORTHEAST QUARTER (NE/4) AND OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

PART OF PLANNED UNIT DEVELOPMENT NO. 40



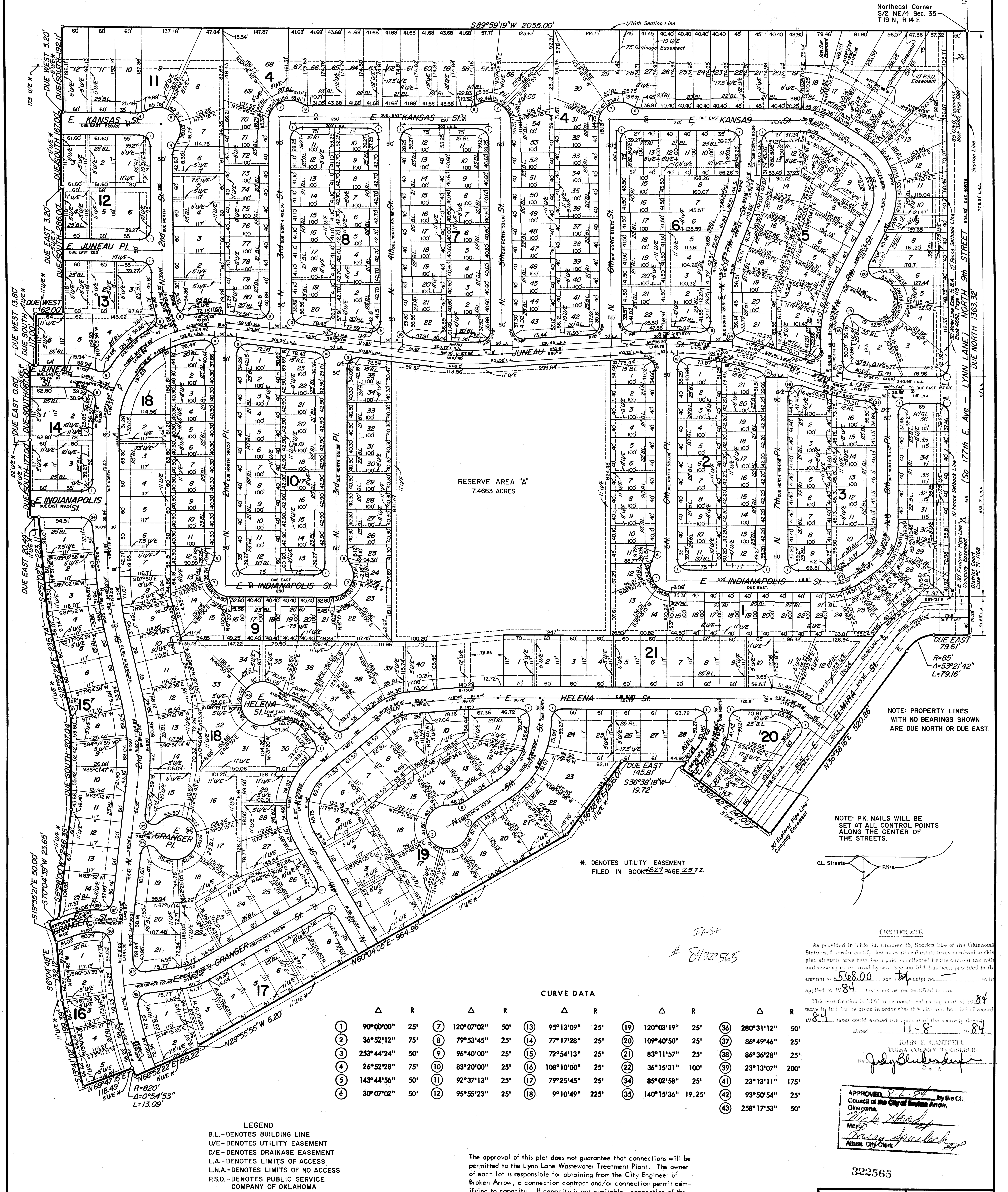
LOCATION MAP
SCALE: 1"=2000'

OWNER:
SIXTY-FIRST & LYNN LANE DEVELOPMENT CORP.
7700 East 42nd Place
Tulsa, Oklahoma 74145
Tel. (918) 665-3660

ENGINEER:
COX & ASSOCIATES, INC.
1323 South Baltimore
Tulsa, Oklahoma 74119
Tel. (918) 583-7588

434 LOTS
91.0108 ACRES

SCALE: 1"=100'



NOTE: PROPERTY LINES WITH NO BEARINGS SHOWN ARE DUE NORTH OR DUE EAST.

NOTE: P.K. NAILS WILL BE SET AT ALL CONTROL POINTS ALONG THE CENTER OF THE STREETS.

C.L. Streets — P.K's.

* DENOTES UTILITY EASEMENT FILED IN BOOK 4827 PAGE 2572.

INST # 84322565

CURVE DATA

	Δ	R		Δ	R		Δ	R		Δ	R		Δ	R
1	90°00'00"	25'	7	120°07'02"	50'	13	95°13'09"	25'	19	120°03'19"	25'	36	280°31'12"	50'
2	36°52'12"	75'	8	79°53'45"	25'	14	77°17'28"	25'	20	109°40'50"	25'	37	86°49'46"	25'
3	253°44'24"	50'	9	96°40'00"	25'	15	72°54'13"	25'	21	83°11'57"	25'	38	86°36'28"	25'
4	26°52'28"	75'	10	83°20'00"	25'	16	108°10'00"	25'	22	36°15'31"	100'	39	23°13'07"	200'
5	143°44'56"	50'	11	92°37'13"	25'	17	79°25'45"	25'	34	85°02'58"	25'	41	23°13'11"	175'
6	30°07'02"	50'	12	95°55'23"	25'	18	9°10'49"	225'	35	140°15'36"	19.25'	42	93°50'54"	25'
												43	258°17'53"	50'

LEGEND

B.L.-DENOTES BUILDING LINE
U/E-DENOTES UTILITY EASEMENT
D/E-DENOTES DRAINAGE EASEMENT
L.A.-DENOTES LIMITS OF ACCESS
L.N.A.-DENOTES LIMITS OF NO ACCESS
P.S.O.-DENOTES PUBLIC SERVICE COMPANY OF OKLAHOMA

The approval of this plat does not guarantee that connections will be permitted to the Lynn Lane Wastewater Treatment Plant. The owner of each lot is responsible for obtaining from the City Engineer of Broken Arrow, a connection contract and/or connection permit certifying to capacity. If capacity is not available, connection of the lot will not be permitted.

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 $568.00 per tax receipt no. — to be applied to 1984 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1984 taxes in full but is given in order that this plat may be filed of record. 1984 taxes could exceed the amount of the security deposit.

Dated 11-8 1984

JOHN F. CANTRELL
TULSA COUNTY TREASURER
By: Judy Blukesdorf
Deputy

APPROVED 8-6-84 by the City Council of the City of Broken Arrow, Oklahoma.
Nick Hood BP
Mayor
Larry Spurlock BP
Attest: City Clerk

322565

STATE OF OKLAHOMA TULSA COUNTY FILED OR RECORDED 1984 NOV -9 PM 4:12 ACTING COUNTY CLERK

PLAT NO.	PAGE NO.
4539	1 OF 2

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS,

THAT SIXTY-FIRST & LYNN LANE DEVELOPMENT CORP., an Oklahoma Corporation, is the OWNER of the following described property:

A tract of land lying in the S/2 NE 4 and the SE/4 of Section 35, T19N, R14E of the Indian Base and Meridian according to the U.S. Government Survey thereof in the City of Broken Arrow, Tulsa County, Oklahoma, more particularly described as follows:

Beginning at the Northeast corner at said S/2 NE/4; thence S89°59'19"W along the North line thereof a distance of 2055.00 feet to a point; thence Due South a distance of 192.11 feet to a point; thence Due West a distance of 5.20 feet to a point, thence Due South a distance of 167.00 feet to a point; thence Due East a distance of 3.20 feet to a point; thence Due South a distance of 286.00 feet to a point; thence Due West a distance of 62.00 feet to a point; thence Due South a distance of 117.00 feet to a point, thence Due West a distance of 13.80 feet to a point; thence Due South a distance of 167.00 feet to a point; thence Due East a distance of 0.80 feet to a point; thence Due South a distance of 177.00 feet to a point, thence Due East a distance of 20.49 feet to a point; thence S4°57'02"E a distance of 223.11 feet to a point; thence S12°55'22"E a distance of 235.74 feet to a point; thence Due South a distance of 207.04 feet to a point; thence S6° 28'00"W a distance of 246.35 feet to a point; thence S70°04'39"W a distance of 23.65 feet to a point; thence S19°55'21"E a distance of 50.00 feet to a point, thence S6°04'48"E a distance of 132.12 feet to a point; thence S13°41'02"E a distance of 199.39 feet to a point; thence N69°47'15"E a distance of 118.49 feet to a point; thence S20°12'45"E a distance of 0.00 feet to a point of curve; thence along said curve to the left, said curve having a radius of 820.00 feet, a central angle of 0°54'53", a distance of 13.09 feet to a point; thence N68°52'22"E a distance of 159.22 feet to a point; thence N29°55' 55"W a distance of 6.20 feet to a point; thence N60°04'05"E a distance of 964.96 feet to a point; thence N36°38'18"E a distance of 206.01 feet to a point; thence Due East a distance of 145.81 feet to a point; thence S36°38'18"W a distance of 19.72 feet to a point; thence S53°21'42"E a distance of 247.00 feet to a point; thence N36°38'18"E a distance of 520.86 feet to a point of curve; thence along said curve to the right, said curve having a radius of 85.00 feet, a central angle of 53°21'42", a distance of 79.16 feet to a point of tangent, thence Due East a distance of 79.61 feet to a point on the East line of said SE/4; thence Due North along the East line of said SE/4 and the S/2 NE/4 a distance of 1363.32 feet to the point of Beginning, containing 91.0108 acres more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as COUNTRY LANE ESTATES, an Addition to the City of Broken Arrow, State of Oklahoma.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use forever, the easements and rights-of-way as shown on the accompanying plat for the several purpose of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, cable television, electric power lines and transformers, gas lines and water lines, together with all fitting and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, PROVIDED, HOWEVER, that the OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

NOW, THEREFORE, the OWNER hereby relinquishes any and all right of vehicular ingress or egress from any portion of the property adjacent to North 9th Street, from any portion of Blocks 1 thru 10 adjacent to East Juneau Street, from Lot 13, Block 5 adjacent to North 7th Street, from Lot 14, Block 6 adjacent to North 6th Street and from Blocks 7 and 8 adjacent to East Kansas Street within the bounds designated as "Limits of No Access" as shown on the attached plat, which "Limits of No Access" or any part or portion thereof may be modified, amended, or revised with the approval of the City Engineer and the Planning Commission of the City of Broken Arrow, Oklahoma.

AND, WHEREAS, COUNTRY LANE ESTATES was processed as Planned Unit Development No. 40 pursuant to Section 1, Article 8 of Ordinance 302 and subsequent ammendments thereto of the City of Broken Arrow, as the same existed on September 8, 1983, which Planned Unit Development No. 40 was approved by the Broken Arrow Planning Commission on September 8, 1983, and by the Broken Arrow City Council on September 19, 1983.

NOW, THEREFORE, the undersigned OWNER, for the purpose of providing an orderly development of the Planned Unit Development property above described and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned OWNER, its successors and assigns and the City of Broken Arrow, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the owners of the above described lots and by the City of Broken Arrow, Oklahoma.

PROTECTIVE COVENANTS AND RESTRICTIONS

RECITALS

1. The following facts concern conditions of said Planned Unit Development No. 40:
   A. Blocks 1 thru 10
      (1) The total number of dwelling units shall not exceed 325.
      (2) Minimum Lot requirements:
         (a) Lot width - 40 feet
         (b) Lot area - 4,000 sq. ft.
      (3) Maximum building height - 2 stories
      (4) Minimum building set back requirements
         (a) Front yard abutting street - 20 feet
         (b) Side yard abutting street - 20 feet or 15 feet as shown on approved plot plan
         (c) Side yard abutting adjacent lot - 0 feet one side, 7 feet other side with 10 feet minimum between structures
         (d) Rear yard - 40 feet less front yard set back with 17 feet minimum
      (5) Parking: 2 spaces per dwelling unit
   B. Blocks 11 thru 21
      (1) The total number of dwelling units shall not exceed 400.
      (2) Minimum Lot requirements:
         (a) Lot width - 60 feet
         (b) Lot area - 7,000 sq. ft.
         (c) Land area per dwelling unit - 8,500 sq. ft.
      (3) Maximum building height - 35 feet
      (4) Minimum building set back requirements:
         (a) Front yard abutting street - 25 feet
         (b) Side yard abutting street - 35, 25, 20 or 15 feet as shown on approved plot plan
         (c) Side yard abutting adjacent Lot - 5 feet one side, 10 feet both sides
         (d) Rear yard - 20%
      (5) Parking: 2 spaces per dwelling unit

ARTICLE 1

ELECTRICAL AND COMMUNICATION SERVICE

A. Overhead pole lines for the supply of electric or communication service may be located along the North & East sides of the addition and through the addition as required. Street light poles or standards may be served by underground cable and elsewhere through 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. Except to houses on lots described in paragraph (a) above, which may be served from overhead electric or communication service lines, underground service cables 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 or communication 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 on said house.

C. The supplier of electric or 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 Declation for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities so installed by it.

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

ARTICLE 2

RESTRICTIVE COVENANTS PERTAINING TO ALL LOTS IN BLOCKS 1 THRU 10

Section 1. Side Yards:
(a) All residences shall be constructed with one side abutting the North or West Property line except on Northerly and Westerly oriented corner lots where they will be constructed abutting the building line shown on the plat and except on lots having an easement along the Northerly or Westerly line, as shown on the plat, where they will be constructed abutting the easement line and except on Lots 29 and 30, Block 4, where they will be constructed five (5) feet either side of the common lot line, and on Lot 68, Block 4, where it will be constructed 5' from the Southwesterly lot line. No residence or parts thereof, except open porches and terraces, shall be constructed and maintained on any lot nearer than 10 feet from the Southerly or Easterly lot line.

Section 2. Land Use and Building Type: All Lots shall be known, described and used for residential purposes only and no structure shall be erected, altered, placed, or permitted to remain on any Lots other than single family residences not to exceed two (2) stories in height. No Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

Section 3. Dwelling Size. Each Unit on any Lot shall have a floor area of not less than 900 square feet for a single story structure and a floor area of not less than 1200 square feet for a two story structure.

Section 4. Air Conditioners & Fences:
(a) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on the front street side of the building.
(b) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat and no fence or wall shall exceed six (6) feet in height above ground level.

Section 5. Annoyance or Nuisances: No noxious or offensive activity shall be carried on upon any portion of the Properties. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 6. Temporary Structures:
(a) No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however,
(i) Sixty-First & Lynn Lane Development Corp. (hereinafter referred to as the Corporation) or its assigns reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient with selling Lots or portions thereof, selling or constructing dwelling units and constructing other improvements upon the Properties. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities as approved by the City of Broken Arrow.
(ii) Anything contained in these restrictions to the contrary not withstanding, there shall be permitted on a Lot the use of a dog house, so long as said dog house is not of unreasonable size and is so placed on a Lot so as not to be visible from the front street side of the buildings.
(b) No truck, camper, motor home, trailer or vehicle of any type (whether or not operable) or boat (whether powered, sail or otherwise) may be parked, kept or stored on any Lot (except in a garage) or in any street for more than forty eight (48) hours during any seventy two (72) hour period.

Section 7. Signs and Billboards: No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or dwelling unit except one sign of not more than ten (10) square feet in surface area advertising the particular Owner's Property on which the sign is situated for sale or rent. The right is reserved by the Partnership or its assigns to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property as approved by the City of Broken Arrow.

Section 8. Storage and Disposal of Garbage and Refuse: Lot owners shall abide by all the rules, regulations and ordinances duly enacted by the City of Broken Arrow including all such ordinances as they relate to storage and disposal of garbage, rubbish, trash or refuse which ordinances, as and when enacted, are incorporated herein by reference. No Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the City. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new buildings materials used in the construction of improvements erected upon any Lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 9. Visual Obstructions at the Intersections of Public Streets: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the roadways.

Section 10. Antennae: No exterior radio or television aerial wires, antennae or satellite antennae dish shall be permitted.

Section 11. Animals: No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his Property, and no person owning any Lot or Lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the use of said property so that no person shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community.

Section 12. Burning and Burned Houses: No person shall be permitted to burn anything or any Lot outside the main residential building in the event that any dwelling unit has burned and is thereafter abandoned for at least thirty (30 days, the Partnership or its assigns, shall have the right (but no obligation whatsoever), after ten (10) days written notice to the record owner of the residence, to cause the burned and abandoned dwelling unit to be removed and the remains cleared, the expense of such removal and clearing to be charged to and paid by the record owner. In the event of such removal and clearing by the Partnership, the Partnership shall not be liable in trespass or for damages, expenses, costs or otherwise to Owner for such removal and clearing.

Section 13. Residence Exterior and Lot Maintenance: Each Owner shall maintain the exterior of his Residence in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas and other exterior portions of his Residence to deteriorate in an unattractive manner. Each Owner shall at all times keep all weeds and grass on his property cut in a sanitary, healthful and attractive manner and no Owner shall permit weeds or grass to grow to a height greater than twelve inches (12") upon his property. Vegetables in excess of twelve inches (12") in height shall not be grown in the front yard except within four feet (4') of any front door. The drying of clothes on front yards is prohibited and the owner of any lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and woodpiles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of any Owner in observing the above requirements or any one of them, and the continuance of such default after ten (10) days written notice thereof, the Partnership or its assigns, without liability to such Owner in trespass or otherwise, have the right (but no obligation whatsoever) to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the Owner of such Lot for the cost of such work. Each Owner agrees by the purchase or occupation of his property to pay such statement immediately upon receipt thereof.

Section 14. Changing of Covenants: For a period of three (3) years from the date of filing of the covenants, and upon approval of a majority of Lot owners, fifty-one (51) percent, and upon approval of the City of Broken Arrow, conditions contained in Sections 1 thru 13 may be changed by the filing of an "Amendment to the Covenants", with the County Clerk's Office.

Section 15. Right of Entry for Maintenance: The owner of a lot having the house abutting a lot line has the right to enter upon the adjacent property to perform maintenance, painting, repair, re-roofing etc. Prior to entering upon the adjacent property, forty-eight (48) hour advance notice will be given to the owner of the said adjacent lot. Upon completion of the work, the yard of the adjacent lot will be returned to its original condition.

Section 16. Side Yard Drainage:
The Owner of a lot shall maintain the drainage swale through the center of the side yard as originally graded. Modification of this swale will not be permitted that would cause storm water run-off to be concentrated along the foundation of the house on the adjacent lot. Violation of this covenant is cause for court action by the adjacent home owner if the situation is not corrected.

Section 17. Planting in Side Yard:
Planting of any vegetation near the adjacent house will not be permitted if it would be damaging to or prevent the maintenance of said house.

Section 18. Architectural Control Committee:
(a) Composition. The undersigned, Detrick Lynn Lane Partnership, shall have the right to designate the members of the Architectural Control Committee (the Committee), said Committee to be composed of three (3) members who shall remain on the Committee until all lots have had residences constructed thereon. After termination of the original Committee, the vacancies shall be filled by popular vote of the owners of the Lots of persons nominated by any lot owner. Thereafter, in the event of the resignation, continued absence, failure to function or death of any single member, the two members of the Committee remaining from time to time shall have full authority to designate the third member, or if there are fewer than two members remaining at any time (or if any two remaining members cannot agree on the appointment of the third member), the Committee vacancies shall be filled by popular vote of the Owners of the Lots of persons nominated by any such Owner.
(b) Functions. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of fifteen (15) days following such submission, such failure shall be deemed to be an approval by the Committee for all purposes.

Section 19. Term: Unless earlier terminated in accordance with this instrument, the foregoing building and use restrictions covered under Article 2 which are hereby made conditions subsequent running with the land shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the Lots shall agree in writing to change said conditions and covenants in whole or in part.

ARTICLE 3

RESTRICTIVE COVENANTS PERTAINING TO ALL LOTS IN BLOCKS 11 THRU 21

Section 1. Restrictive Covenants.
(a) All lots shall be known and described as single family residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, and all residences must have a private garage for not less than two cars attached to the residence.
(b) No dwelling shall be created on any residential lot with less than eleven hundred (1100) square feet of finished living area (exclusive of open porches, garages and carports).
(c) No building or part thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front property line than the building lines shown on the recorded plat at said Addition, and no residence shall be built nearer than five (5) feet to any side lot line or nearer to the side lot line than any easement shown on the plat.
(d) No structure, or part thereof, that has been previously used shall be moved onto any lot for use as a part of a residential structure, nor shall any structure of temporary or movable character be used at any time as a residence.
(e) All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation will be exposed.
(f) The exterior of all structures erected on any lot shall be constructed of a minimum 15% masonry, measurements for computing the 15% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of two story or one and one-half story residences.
(g) All garages shall be attached to the main residential building.
(h) No white chat walks or driveways will be permitted. Materials may be brick, concrete or asphalt. River gravel may be used for walkways when compatible to design of residence.
(i) No exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot. This restriction shall not exclude the installation of underground garbage and trash storing devices.
(j) All fences must be of ornamental design. No fences more than six (6) feet in height will be permitted on any lot. Ornamental fences not exceeding two (2) feet in height compatible to the architectures of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building line shown on plat.
(k) Duplication of plans will be permitted only where there is at least three lots between locations for such duplications. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two lots are between the location. Prior to the start of construction each builder or owner shall file at the office of the developer a duplicate set of building plans, including elevations, comparable to the plans submitted to the City of Broken Arrow.
(l) Out building no larger than 200 square feet may be constructed on any lot, provided, that they conform with the design of the home on the existing lot and are approved by the design of the home on the existing lot and are approved by the design committee.
(m) No livestock of any kind shall be permitted on any lot nor shall any animal or fowl be kept or maintained on any lot for commercial purposes. This restriction shall not exclude the keeping of household pets that are not bred or maintained for commercial purposes.
(n) No commercial activity shall be carried upon any lot nor shall any noxious or offensive activity be carried on upon any lot, nor shall anything be done on any lot which is, or may become, an annoyance or nuisance to the neighborhood.
(o) No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be complete within nine (9) months.

Section 2. Term: Unless earlier terminated in accordance with this instrument, the foregoing building and use restrictions covered under Article 3 which are hereby made conditions susbsequent running with the land shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the Lots shall agree in writing to change said conditions and covenants in whole or in part.

ARTICLE 4

GENERAL PROVISIONS PERTAINING TO ALL LOTS

Section 1. Sidewalks:
Prior to occupancy of any residence, a sidewalk will be constructed according to the requirements and specifications of the City of Broken Arrow along the street or streets adjacent to the lot on which said residence is situate.

Section 2. Enforcement: In the event the parties hereto or their successors, heirs or assigns, shall violate or breach any of the above covenants, any person or persons owning any Lot in the Planned Unit Development and/or the City of Broken Arrow, Oklahoma, shall have the right to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to compel compliance with such covenant or to recover damages for such violation.

Section 3. Severability: Invalidation of any one 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.

Section 4. Existing Liens: Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any Lot.

ARTICLE 5

RESERVE AREA "A"

Section 1. Park and Recreation:
That portion of land designated RESERVE AREA "A" is hereby reserved for park and recreation uses only. Vehicular parking in connection with park and recreation uses will be permitted. Title to said RESERVE AREA "A" will be transferred to the City of Broken Arrow upon approval of the Broken Arrow City Council, said approval Not forthcoming until building permits have been issued on 50% of the lots.

ARTICLE 6

SPECIAL

Section 1. Drainage Easement Areas:
The Lot owner of any Lot upon which a drainage easement is situate has the responsibility to maintain the integrity of the drainage way. Upon failure to do so, the City of Broken Arrow has the right to cause the performance of said maintenance. The cost of this work will be at the expense of the Lot owner.

IN WITNESS WHEREOF said SIXTY-FIRST & LYNN LANE DEVELOPMENT CORP., an Oklahoma Corporation, has caused these presents to be executed by its President hereunto duly authorized this 6 day of November, 1984.

ATTEST:

Larry V. Carnes -- Secretary

SIXTY-FIRST & LYNN LANE DEVELOPMENT CORP., an Oklahoma Corporation

By: George F. Carnes -- President

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of November, 1984, personally appeared George F. Carnes, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President 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 such corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 3/26/88

CERTIFICATE OF SURVEY

We, COX & ASSOCIATES, INC., Engineers of Tulsa, Oklahoma, 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 6th day of November, 1984.

COX & ASSOCIATES, INC., ENGINEERS

By: Jack C. Cox, Registered Land Surveyor

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of November, 1984, personally appeared Jack C. Cox, 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 and as the free and voluntary act and deed of Cox & Associates, Inc., for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written

My Commission Expires: January 7, 1986

Notary Public

APPROVED by the City Council of the City of Broken Arrow, Oklahoma
Mick Hood, Mayor
Barry Spurlock, Attest: City Clerk

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