STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
87 MAR -6 AM 9:53
JOAN HASTINGS
TULSA COUNTY CLERK
573883

Plat # 4675

COUNTRY LANE ESTATES II

A RE-SUBDIVISION OF ALL OF BLOCKS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE AND TEN, OF COUNTRY LANE ESTATES, BEING A 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

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as of said closing date, I received in this office, funds sufficient to pay the current tax, plus the amount of $ 6666.00 and $ 4080 to be applied to 19 87 taxes not as yet certified, and that 19 87 taxes in full but in order that this plat may be filed of record. This certification is NOT to be construed as an assumption of the security deposit.

Dated March 6 19 87

By Judy Bliesenderfer Deputy

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

ENGINEER:
COX & ASSOCIATES, INC.
7935 East 57th Street South
Tulsa, Oklahoma 74145
Tel. (918) 664-3337

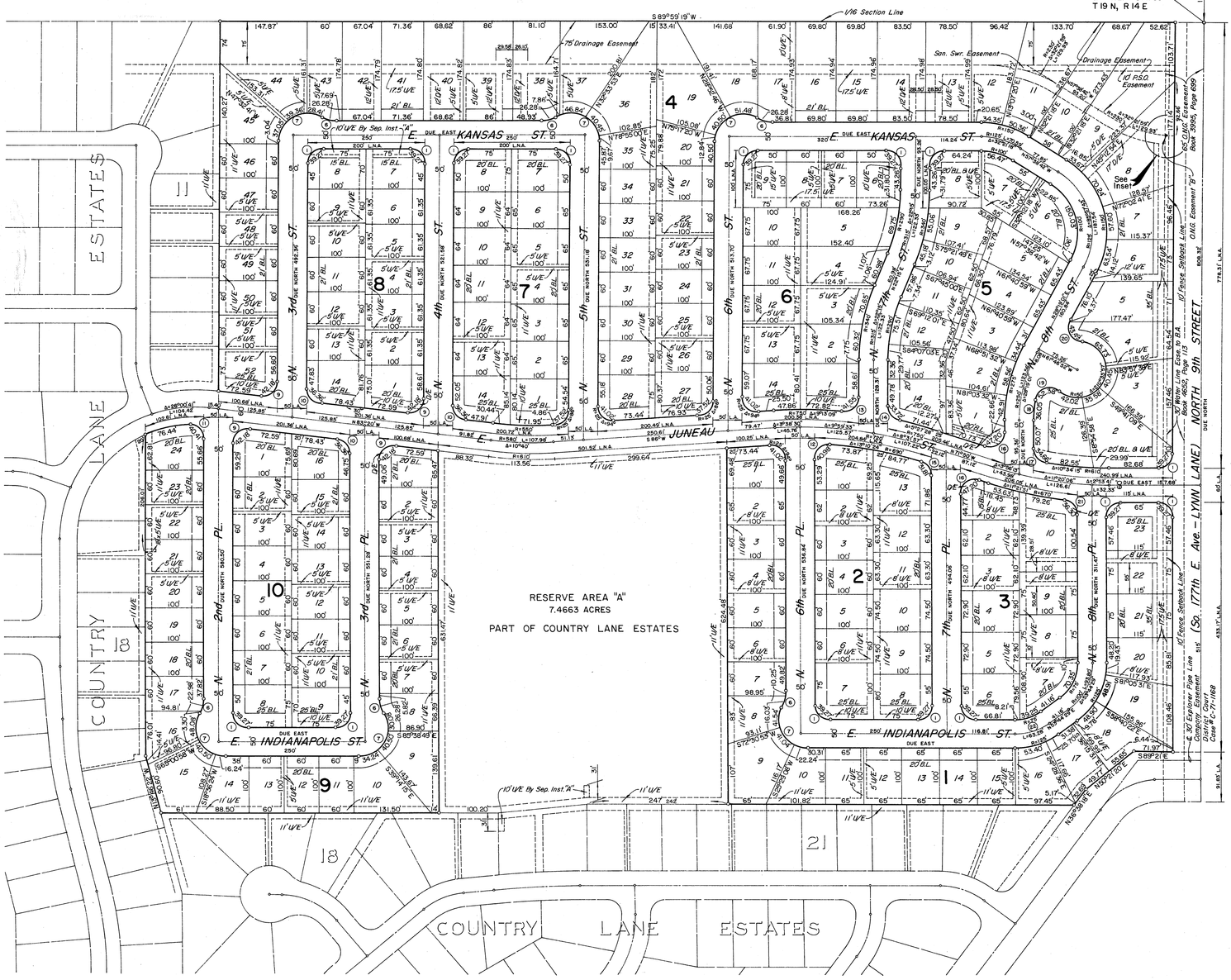
194 LOTS
35.3408 ACRES

Approved 2-25-87 by the City Council of the City of Broken Arrow, Oklahoma
Mayor Lewis Spurlock
Attest: City Clerk

R 14 E
(East 51st Street South)
OMAHA STREET
UNPLATTED
UNPLATTED
UNPLATTED
UNPLATTED
BELL'S FIRST
COUNTRY LANE ESTATES
35
T 19 N
(East 161st Street South) NORTH ELM PLACE
(South Lynn Lane Road) NORTH NINTH STREET
EAST ALBANY STREET
(East 61st Street South)
LOCATION MAP
SCALE: 1"=2000'

SCALE: 1"=100'
0 25 50 75 100 150 200 300

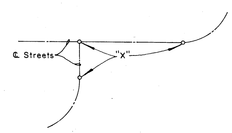
Northeast Corner S/2 NE/4 Sec 35 T19N, R14E



CURVE DATA

	Δ	R		Δ	R		Δ	R
(1)	90°00'00"	25'	(12)	93°55'23"	25'	(18)	9°10'49"	225'
(6)	30°07'02"	50'	(13)	95°13'09"	25'	(19)	120°03'17"	25'
(7)	120°07'02"	50'	(14)	77°17'28"	25'	(20)	109°40'50"	25'
(9)	96°40'00"	25'	(15)	72°54'13"	25'	(21)	83°11'51"	25'
(10)	83°20'00"	25'	(16)	108°10'00"	25'	(22)	36°15'31"	100'
(11)	92°37'13"	25'	(17)	79°25'45"	25'			

NOTE:
CHISELED "X" SET AT ALL CONTROL POINTS ALONG THE CENTER OF THE STREETS.



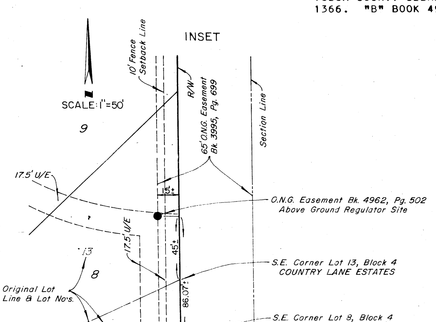
"A" & "B" DENOTES:
UTILITY EASEMENTS BY SEPARATE INSTRUMENT AS RECORDED FOR RECORD AT THE TULSA COUNTY CLERK'S OFFICE, TULSA COUNTY, OKLAHOMA. "A" BOOK 4956, PAGE 1366. "B" BOOK 4962, PAGE 502.

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

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
SEP.INST. - DENOTES SEPARATE INSTRUMENT

INSET
SCALE: 1"=50'



C E R T I F I C A T E O F D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS:

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

All of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of COUNTRY LANE ESTATES, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma according to the recorded plat thereof.

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 II, 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 6th Street, North 7th Street, North 9th Street, East Kansas Street and from any portion of Blocks 1 thru 10 adjacent to East Juneau 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 II was processed as Planned Unit Development No. 40 pursuant to Section 1, Article 8 of Ordinance 302 and subsequent amendments thereto of the City of Broken Arrow, as the same existed on February 28, 1982, 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, according to the conditions of Section 2 of Article 3 of the Protective Covenants and Restrictions of the recorded plat of said Country Lane Estates and 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.

P R O T E C T I V E C O V E N A N T S A N D R E S T R I C T I O N S

RECITALS

1. The following facts concern conditions of said Planned Unit Development No. 40. (See ARTICLE 2 for restrictive covenants concerning this Plat.)
   (A) The total number of detached single family dwelling units shall not yexceed 325.
   (B) Minimum Lot requirements:
      (a) Lot width - 40 feet
      (b) Lot area - 4,000 sq. ft.
   (C) Maximum building height - 2 stories
   (D) Maximum building coverage - 50%
   (E) Minimum building set back requirements
      (a) Front yard abutting street - 20 feet minimum for no more than 50% of the lots
      (b) Side yard minimum 0 feet one side, 7 feet other side with 10 feet minimum between structures
      (c) Rear yard - 20 feet
   (F) Minimum off-street 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, South & 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 Dedication 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

Section 1. Restrictive Covenants:

(a) All lots shall be known and described as single family residential lots with a minimum width of 60 feet. 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 nine hundred (900) square feet of finished living area for a single family single story structure and a floor area of not less than twelve hundred (1200) square feet for a two story structure (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 of said Addition, and no residence shall be built nearer than five (5) feet to one side lot line and seven (7) feet to the other side lot line or nearer to the side lot line than any easement or building line shown on the plat. All lots will have rear yards of not less than 20 feet.

(d) No structure, nor 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 mobable character be used at any time as a residence.

(e) 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.

(f) All garages shall be attached to the main residential building.

(g) 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.

(h) 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.

(i) All fences must be of ornamental design. No fences more than six (6) feet in height will be permitted on any lot. 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 except 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 which may be built forward of the building line shown on plat.

(j) 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 locations. 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.

(k) Out buildings 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 committee.

(l) 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.

(m) No commercial activity shall be carried out upon any lot nor shall any noxious or offensive activity be carried out on upon any lot, nor shall anything be done on any lot which is, or may become, an annoyance or nuisance to the neighborhood.

(n) 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 2 which are hereby made conditions 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 and with the approval of the City of Broken Arrow.

APPROVED 2-25-87 by the City Council of the City of Broken Arrow, Oklahoma. Dick Hood Mayor. Larry Spurlock Asst. City Clerk

ARTICLE 3

GENERAL PROVISIONS

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 covenants.

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 4

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 3rd day of February, 1987.

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

ATTEST:

Larry V. Carnes -- Secretary

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 3rd day of February, 1987, 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.

Donuena Butt
Notary Public

My Commission Expires: 2/26/88

C E R T I F I C A T E O F S U R V E Y

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 3rd day of February, 1987.

COX & ASSOCIATES, INC., ENGINEERS

By: Jack C. Cox
Jack C. Cox, Registered Land Surveyor

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 February, 1987, 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.

Larissa W. Henry
Notary Public

My Commission Expires: January 7, 1990