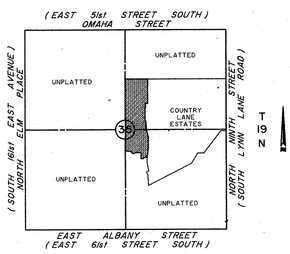
TULSA COUNTY CLERK - JOAN HASTINGS RCPT 354219 05/07/99 16:18:51
DOC # 99053457 FEE 25.00 PGS 1 B/P 6211/1964-1964

COUNTRY LANE ESTATES III

5358

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 MEDIAN IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

PART OF PLANNED UNIT DEVELOPMENT No. 40

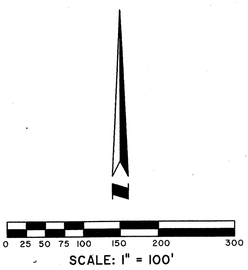


LOCATION MAP
SCALE: 1"=2000'

OWNER:
COUNTRY LANE INVESTMENT CORPORATION
5840 South Memorial, Suite 330
Tulsa, Oklahoma 74145
Tel. (918) 693-1112

ENGINEER:
JOE E. DONELSON, P.E & L.S.
17440 South 89th East Avenue
Bixby, Oklahoma, 74008
Tel. (918) 366-3413
Certification of Authorization No. 2094
Expiration: 6-30-99

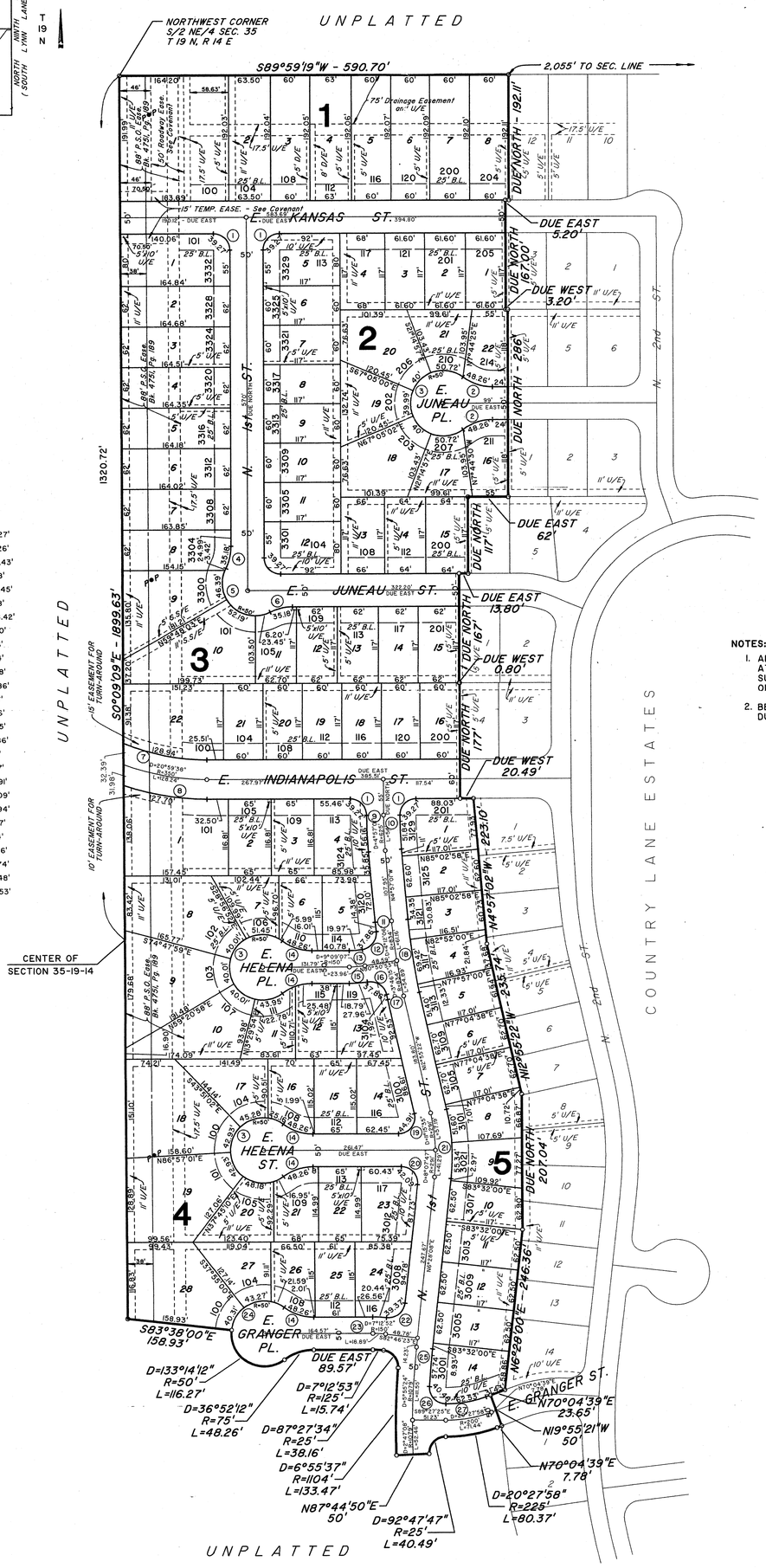
SURVEYOR:
COX & ASSOCIATES, INC.
7935 East 57th Street South
Tulsa, Oklahoma 74145
Tel. (918) 664-3337
Certificate of Authorization No. 561
Expiration: 6-30-99



94 LOTS
25.6950 ACRES

LEGEND

B.L. - DENOTES BUILDING LINE
U/E - DENOTES UTILITY EASEMENT
D/E - DENOTES DRAINAGE EASEMENT
S.S/E - DENOTES STORM SEWER EASEMENT
P•P - DENOTES POWER POLE



CURVE DATA

(1)	R=25' D=90°00'00" L=39.27'
(2)	R=75' D=36°52'04" L=48.26'
(3)	R=50' D=253°44'23" L=221.43'
(4)	R=75' D=26°52'34" L=35.18'
(5)	R=50' D=163°45'02" L=125.45'
(6)	R=75' D=26°52'28" L=35.18'
(7)	R=320' D=22°59'36" L=128.42'
(8)	R=380' D=19°15'15" L=127.70'
(9)	R=650' D=4°57'01" L=56.16'
(10)	R=600' D=4°57'01" L=51.84'
(11)	R=859' D=0°57'33" L=14.38'
(12)	R=25' D=86°46'09" L=37.86'
(13)	R=125' D=9°09'07" L=19.97'
(14)	R=75' D=36°52'12" L=48.26'
(15)	R=175' D=9°09'07" L=27.95'
(16)	R=25' D=86°45'27" L=37.86'
(17)	R=859' D=0°31'43" L=7.92'
(18)	R=809' D=7°58'21" L=112.57'
(19)	R=25' D=102°55'22" L=44.91'
(20)	R=25' D=96°28'00" L=42.09'
(21)	R=316' D=19°23'25" L=106.94'
(22)	R=25' D=90°13'26" L=39.37'
(23)	R=175' D=6°41'28" L=20.44'
(24)	R=50' D=120°30'12" L=105.16'
(25)	R=1054' D=3°08'19" L=57.74'
(26)	R=25' D=92°46'28" L=40.48'
(27)	R=175' D=20°28'20" L=62.53'

NOTES:

1. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
2. BEARINGS NOW SHOWN ON LOT LINES ARE EITHER DUE NORTH OR DUE EAST.

BENCHMARK:
T.B.M. " " TOP EAST HEADWALL AT NORTH 9TH AND ELMIRA ST.
ELEVATION 707.61

APPROVED 2-15-99 by the City Council of the City of Broken Arrow, Oklahoma.
James Reynolds
Mayor
Brenda Kay
Attest: City Clerk

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 253.00 per trust receipt no. 5944 to be applied to 1999 taxes.

This certificate is NOT to be construed as payment of 1999 taxes in full but is given in order that this plat may be filled of record.

1999 taxes could exceed the amount of the security deposit.

Dated 5-7-, 1999

Dennis Semler
Tulsa County Treasurer
by Linda Hollis
Deputy

DATE: April 22, 1999

97117

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT COUNTRY LANE INVESTMENT CORPORATION, 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 Section 35, Township 19 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at a point on the North line of said S/2 NE/4, said point lying 2,055 feet West of the Northeast corner thereof, said point being the Northwest corner of County Lane Estates, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof; thence S89°59'19"W along said North line a distance of 590.70 feet to the Northwest corner of said S/2 NE/4; thence S0°09'09"E along the West lines of said S/2 NE/4 and the SE/4 a distance of 1,899.63 feet to a point; thence S83°38'00"E a distance of 158.93 feet to a point; thence S06° 22'00"W a distance of 0.00 feet to a point of curve; thence along said curve to the left, said curve having a radius of 50 feet, a central angle of 133°14'12", a distance of 116.27 feet to a point of reverse curve; thence along said curve to the right, said curve having a radius of 75 feet, a central angle of 36°52'12", a distance of 48.26 feet to a point of tangent; thence Due East a distance of 89.57 feet to a point of curve; thence along said curve to the right, said curve having a radius of 125 feet, a central angle of 7°12'53", a distance of 15.74 feet to a point of compound curve; thence along said curve to the right, said curve having a radius of 25 feet, a central angle of 87°27'34", a distance of 38.16 feet to a point of reverse curve; thence along said curve to the left, said curve having a radius of 1,104 feet, a central angle of 6°55'37", a distance of 133.47 feet to a point; thence N87°44'50"E a distance of 50 feet to a point; thence N02°15'10"W a distance of 0.00 feet to a point of curve; thence along said curve to the right, said curve having a radius of 25 feet, a central angle of 92°47'47", a distance of 40.49 feet to a point of reverse curve; thence along said curve to the left, said curve having a radius of 225 feet, a central angle of 20°27'58", a distance of 80.37 feet to a point of tangent; thence N70°04'39"E a distance of 7.78 feet to a point lying on the Westerly line of said Country Lane Estates; thence Northerly along the said Westerly line as follows:

thence N19°55'21"W a distance of 50 feet to a point; thence N70°04' 39"E a distance of 23.65 feet to a point; thence N6°28'00"E a distance of 246.36 feet to a point; thence Due North a distance of 207.04 feet to a point; thence N12°55'22"W a distance of 235.74 feet to a point; thence N4°57'02"W a distance of 223.10 feet to a point; thence Due West a distance of 20.49 feet to a point; thence Due North a distance of 177.00 feet to a point; thence Due West a distance of 0.80 feet to a point; thence Due North a distance of 167.00 feet to a point; thence Due East a distance of 13.80 feet to a point; thence Due North a distance of 117.00 feet to a point; thence Due East a distance of 62.00 feet to a point; thence Due North a distance of 286.00 feet to a point; thence Due West a distance of 3.20 feet to a point; thence Due North a distance of 167.00 feet to a point; thence Due East a distance of 5.20 feet to a point; thence Due North a distance of 192.11 feet to the point of Beginning,

containing 25.6950 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 III, 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.

AND, WHEREAS, COUNTRY LANE ESTATES III was processed as Amended 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, 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. (See ARTICLE 2 for restrictive covenants concerning this Plat.)
   (A) The total number of detached single family dwelling units shall not exceed 94.
   (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 I

1. ELECTRICAL AND COMMUNICATION SERVICE

A. Overhead pole lines for the supply of electric or communication service may be located along the North and West sides of the addition and in the rear of Lots 10 thru 22, Blk. 3. 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. Fencing crossing the 88 foot Public Service Easement located along the West boundary of the subdivision shall have 14 foot wide gates within the easement for access by P.S.O. personnel and equipment to maintain their facility.

F. 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.

2. WATER AND SEWER SERVICES:

A. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.

B. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

C. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of the owner.

D. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment 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 the underground water or sewer facilities.

E. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.

F. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Broken Arrow and the owner of each lot agrees to be bound hereby.

3. PAVING AND LANDSCAPING WITHIN EASEMENTS:

A. The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

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 one thousand two hundred (1,200) square feet of finished living area for a single family single story structure and a floor area of not less than one thousand five hundred (1,500) square feet for a two or one and one-half 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 movable 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 35% masonry, measurements for computing the 35% 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.

(h) No exposed utilities 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.

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. Membership in Home Owners' Association:

(a) Any owner of any Lot within Country Lane Estates III shall become a member of Country Lane Estates Homeowners' Association, by purchasing a lot within said subdivision and membership therein shall be thereafter appurtenant to the ownership of said lot. One cannot be transferred without the other. Voting within Country Lane Estates Homeowners' Association will be on the basis of one vote per dwelling unit owned, and assessment shall be made on a "per dwelling unit" basis.

(b) The owner of any lot, by acceptance of a deed therefor, shall be deemed to have accepted membership in Country Lane Estates Homeowners' Association, agreed to abide by the rules and regulations of the association.

Section 3. 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 4.

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 5.

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.

IN WITNESS WHEREOF said COUNTRY LANE INVESTMENT CORPORATION, an Oklahoma Corporation, has caused these presents to be executed by its President hereunto duly authorized this 30 day of April, 1999.

ATTEST: (S E A L)

COUNTRY LANE INVESTMENT CORPORATION, an Oklahoma Corporation

Roger P. Marshall
Secretary

By: Allen C. Anderson
President

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of April, 1999, personally appeared Allen C. Anderson, 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.

Diana W. Henry
Notary Public

My Commission Expires: January 7, 2002

CERTIFICATE OF SURVEY

I, JACK C. COX, a Registered Professional Land Surveyor, in the State of Oklahoma, hereby certify that I have at the instance of the Owner designated above, caused the above described survey to be performed under my supervision, herein described above, and that said plat designated herein as "COUNTRY LANE ESTATES III", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices.

WITNESS my hand and seal this 28th day of April, 1999.

Jack C. Cox, Registered Professional
Land Surveyor #531

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of April, 1999, 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.

Diana W. Henry
Notary Public

My Commission Expires: January 7, 2002

APPROVED 2-15-99 by the City Council of the City of Broken Arrow, Oklahoma.

James Reynolds
Mayor

Attest: Linda Kay
City Clerk