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Records of County Clerk

CERTIFICATE OF DEDICATION

Dated January 13, 1975
Filed February 14, 1975
at 10:15 a.m.

INSTRUMENT RECITES:

CERTIFICATE OF DEDICATION

FOR

TIMBERBROOK III, a subdivision of a part of the
East Half (E/2) of Section 5, Township 18 North,
Range 15 East of the Indian Base and Meridian,
Wagoner County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS STATE FINANCIAL SERVICE CORPORATION, an Oklahoma Corporation,
is owner of the following-described land in the County of Wagoner, State
of Oklahoma, to-wit:

TIMBERBROOK III

LEGAL DESCRIPTION

A part of the E 1/2 of Sec. 5, T18N, R15E, I.M., Wagoner County, Oklahoma,
being more particularly described as follows:

- BEGINNING: at the NE corner of said Sec. 5,
- THENCE: S 0 09'22" E, a distance of 1,330.20 to the SE corner of the
NE 1/4 of the NE 1/4 of said Sec. 5,
- THENCE: N 89 51'38" W along the South line of said NE 1/4 NE 1/4, Sec.
5, a distance of 660.44' to the SW corner of the E 1/2 of the
NE 1/4 NE 1/4, said Sec. 5,
- THENCE: S 0 08'47" E along the East line of the W 1/2 of the SE 1/4
of the NE 1/4 of said Sec. 5, a distance of 246.00' to a point,
- THENCE: S 38 56'11" W, a distance of 142.25' to a point,
- THENCE: S 67 35'02" W, a distance of 86.54' to a point,
- THENCE: N 79 59'31" W, a distance of 207.15' to a point,
- THENCE: N 32 06'57" W, a distance of 315.08' to a point,
- THENCE: N 44 51'33" W, a distance of 472.79' to a point,
- THENCE: N 66 07'08" W a distance of 516.91' to a point.

THENCE: N 37 42'17" W, a distance of 60.00' to a point,
THENCE: N 21 57'08" W, a distance of 218.00' to a point,
THENCE: S 47 01'06" W, a distance of 205.25' to a point,
THENCE: S 86 30'34" W, a distance of 368.35' to a point on the West
line of the NE 1/4 of said Sec. 5,
THENCE: N 0 07'02" W and along said West line NE 1/4 a distance of
783.00' to the NW corner of said NE 1/4, Sec. 5,
THENCE: N 89 59'08" E and along the North line of said NE 1/4, Sec.
5, a distance of 2,640.95' TO THE POINT OR PLACE OF BEGINNING.

Said described tract containing 71.57 acres more or less and has caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as TIMBERBROOK III, a subdivision of a part of the East Half (E/2) of Section 5, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma.

NOW THEREFORE, for the purpose of providing an orderly development of the above-described real estate and in order to provide adequate covenants, conditions and restrictions for the mutual benefit of said STATE FINANCIAL SERVICE CORPORATION, and its successors in title to the subdivisions of said land (hereafter referred to as lots), STATE FINANCIAL SERVICE CORPORATION hereby imposes the following easements, covenants, restrictions and conditions which shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the above-described property or any part thereof, and shall inure to the benefit of each owner thereof.

SECTION I

EASEMENTS AND RIGHTS-OF-WAY

A. STATE FINANCIAL SERVICE CORPORATION does hereby dedicate for public use all of the streets and utility easements as shown on said plat and does hereby guarantee the title to all of the land covered by said streets.

B. STATE FINANCIAL SERVICE CORPORATION further dedicates to the public for public use forever the utility easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all public utilities including telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress upon said utility easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED, HOWEVER, that STATE FINANCIAL SERVICE CORPORATION, an Oklahoma Corporation,

hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, lay and relaying, over, across and along all of the public streets, alleys, and utility easements, shown in said plat, and/or sewer services to the area included in said plat and to any other areas.

C. STATE FINANCIAL SERVICE CORPORATION and its successors further covenant that:

- 1) Overhead pole lines may be installed along the West side and in the existing 100 foot easement of said addition; elsewhere, all supply of electric service shall be located underground in the easement ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement ways.
- 2) Underground service cables to all houses which may be located on all lots in said addition may 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 said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric 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 of said house.
- 3) The supplier of electric 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 electrical facilities so installed by it.
- 4) 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 electrical facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lots.
- 5) The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.

The provisions of Section I may be amended, modified, changed, or cancelled at any time by a written instrument signed and acknowledged by STATE FINANCIAL SERVICE CORPORATION, its successors or assigns, and properly recorded in the Land Records of Wagoner County, Oklahoma. Such instrument shall be effective upon the date of its recording.

SECTION II

RESTRICTIONS

The following restrictions shall apply to all numbered lots:

A. Use of Land None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no duplex flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designated for occupancy by a single family.

B. Architectural Committee No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and materials thereof, plot plan, which plot plan shows the location and facing of such building and any proposed alteration of the natural terrain of the land have been approved in writing by a majority of an Architectural Committee composed of DAVID G. GORDON, JAMES S. COLGAN, WILLIAM M. WALLER and J. P. ARWOOD, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member or members of the above-named Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials, and plot plan, or to designate a representative or representatives with the like authority and said remaining member or members shall have full authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and any such approval, disapproval or failure to approve shall not be considered as a waiver of any requirements of or any restriction in this Certificate of Dedication. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain. The powers and duties of such committee or its designated representatives shall cease when a house has been constructed on each of the lots of this subdivision or on May 1, 1978. Thereafter, the

approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by said committee for such period as may be specified in such instrument.

C. Height and Type of Residence No residence shall be erected, altered, placed or permitted to remain on any lot in said Addition other than one detached single family residence not to exceed two stories in height or a split level residence and a private attached garage for not less than two cars.

D. Ground Frontage No lot shall be subdivided without the written consent of the Architectural Committee and any appropriate governmental body.

E. Set-Back Requirements No building shall be located nearer to the front or rear lot line nor nearer to the side street line than the building line shown on the recorded plat and no building shall be nearer than twenty (20) feet to any side lot line. The Architectural Committee shall have authority to vary the width of the side lot lines.

F. Area No dwelling shall be constructed or permitted to remain upon any lot in this subdivision which has a finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of such dwelling less than 1600 square feet, except as provided hereinafter:

1) Split-Level If a dwelling has finished heated living areas on two or more levels or stories but such levels or stories are not immediately above and below each other measured vertically, then one of such levels or stories shall contain at least 750 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of said level or story, and the entire dwelling shall contain at least 1600 square feet of finished heated living area.

2) Two-Story and Story-and-a-Half If a dwelling has finished heated living areas on two or more levels or stories, which levels or stories are immediately above and below each other measured vertically, and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 900 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of the first level or story of such dwelling and shall have at least a total of 1600 square feet of finished heated living area; provided, however, that the top story or level may have less than 600 square feet of finished heated living area if the first level or story shall have at least 1200 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall of the first level or story of such dwelling and such dwelling shall have at least a total of 1600 square feet of finished heated living area.

In the computation of finished heated living area, the same shall not include any basement or attic area used for storage. All dwellings shall have an attached garage for at least two automobiles and not more than three automobiles.

G. Building Material Requirements No residence shall be erected, placed or constructed on any lot in this Addition unless at least 50% of the exterior walls thereof be brick, brick veneer, stone or stone veneer; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above the interior roof, then that portion of such wall extended above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. Roofing material shall be Number One Grade 16" Cedar Shingle or better.

The Architectural Committee shall have the right to reduce as it sees fit the building material requirements set forth above.

H. Roof Pitch No dwelling shall have a roof pitch of less than 5 in 12.

I. Frontage of Residence on Streets Any residence erected on any of the lots herein shall front or present a good frontage on the streets designated in the plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the plat.

J. Commercial Structures No building or structure of any sort may ever be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to TIMBERBROOK II.

K. Outbuildings Prohibited No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Committee. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and to which it is appurtenant.

L. Livestock and Poultry Prohibited No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

M. Noxious Activity No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

N. Billboards Prohibited The construction or maintenance of billboards, or advertising boards or structures on any lot is specifically prohibited, except that billboards advertising sale or rental of such property are permitted, provided they do not exceed 9 square feet in size.

O. Existing Structures No existing, erected building or structure of any sort may be moved onto or placed on any of the above-described lots.

P. Temporary Structures No trailer, basement, tent, shack, garage, barn, or other outbuilding other than a guest house and servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation.

Q. Fences and Driveways No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building set-back line applicable and in effect as to each lot; provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Moreover, no automobile, truck, trailer, tent or temporary structures of any nature whatsoever, shall ever be parked, located or otherwise maintained on any lot, provided that it is not the intention of this paragraph to exclude that temporary parking of passenger automobiles on any portion of the garage driveway. Driveways shall be a minimum of 16 feet wide and parking pads are to be a minimum of 18 feet wide. Driveway and parking pad material shall be 2,500 lb. concrete a minimum of 4 inches thick.

R. Construction and Promotion Activity Upon application by any builder in the subdivision, the Architectural Committee is hereby authorized to approve temporary uses that would not otherwise be allowed by Section II of these Restrictions. Said exceptions shall only be authorized after a finding that proposed temporary use shall be for the benefit of the future residents of the subdivision. The decision of the Architectural Committee shall be final and binding upon all property owners.

S. Right to Enforce The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree, and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his, or their seisin of title to said land, and STATE FINANCIAL SERVICE CORPORATION, its successors and assigns, and also the owner or owners of any of the lots hereby legal action for damages and failures of STATE FINANCIAL SERVICE CORPORATION, its successors or assigns, or any owner or owners of any lot or lots in this subdivision to enforce any of the restrictions herein

set forth at the time of its violation shall, in no event be deemed to be a waiver of the right to do so thereafter. STATE FINANCIAL SERVICE CORPORATION may, by appropriate agreement made expressly for that purpose, assign, or convey to any person or corporation all of the rights, reservations, and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer, or assign those rights or any one or more of them at any time or times in the same way or manner as though directly reserved by them or it in this instrument.

T. Duration These restrictions shall be deemed covenants running with the land and shall remain in full force and effect for twenty (20) years, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or cancelled as hereinafter provided.

U. Separability Invalidation of any restriction set forth herein or any part thereof by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

Except only for the authority contained in Q above, the provisions of Section II may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owner or owners of more than 90% of the lots to which they apply, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

SECTION III

COMMON AREA

STATE FINANCIAL SERVICE CORPORATION, in recording the plats of TIMBERBROOK I, II and III has designated Reserves A, B, and C as common area intended for use by the property owners in TIMBERBROOK OWNERS ASSOCIATION for recreation and other related activities.

Reserves A, B and C are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the property owners in TIMBERBROOK I, II and III as more fully provided in a separate Declaration of Covenants, Conditions and Restrictions applicable to said subdivisions dated the 28th day of September, 1973, and recorded with this plat. Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat.

IN WITNESS WHEREOF, Representatives of STATE FINANCIAL SERVICE CORPORATION, an Oklahoma Corporation, have caused their names to be affixed, this 13th day of January, 1975.

