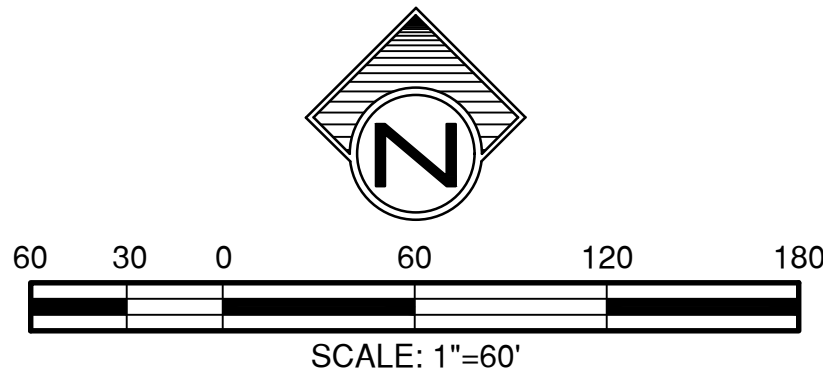


Elysian Fields II

12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621

A subdivision in the City of Broken Arrow, being a part of Government Lot 3 of Section 5, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

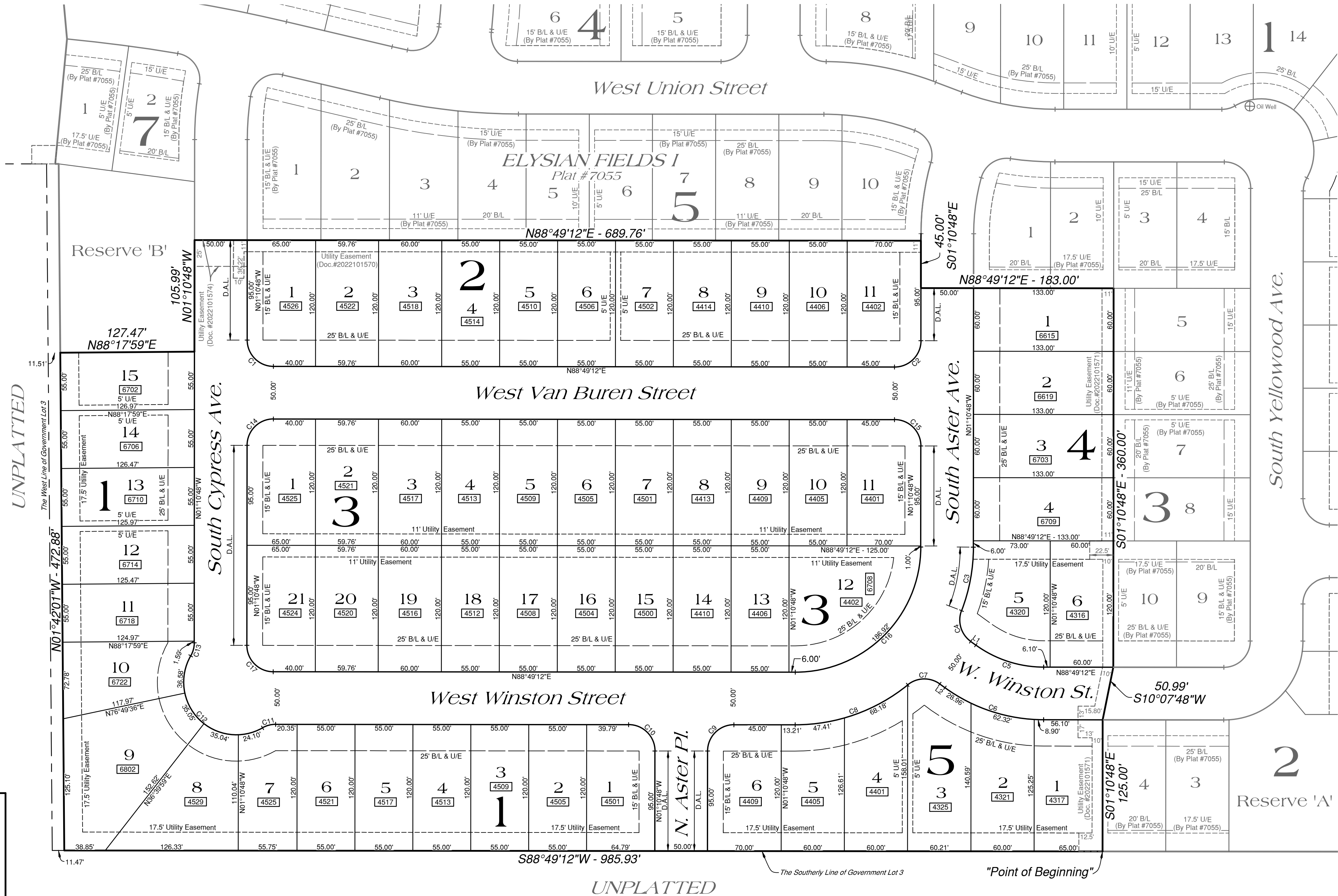


Note to Home Builder

Additional dirt shall be added to each Lot Pad sufficient to bury the concrete house slabs a minimum of 6" below the top of slab, and sufficient to promote positive drainage away from the individual Lots.

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All buildings will require a backwater or backflow preventer for all sanitary water connections.
4. Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet, from the 15 foot side yard shown on the plat.
5. The minimum rear yard setback is 20 feet
6. Note to homeowner: additional dirt shall be added to each Lot PAD sufficient to bury the concrete house slabs minimum of 6" below the top of slab, and sufficient to promote positive drainage away from the individual lots.



APPROVED _____ by the City Council
of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

Date of Preparation: March 25, 2025
Sheet 1 of 2

ELYSIAN FIELDS II

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
PUD No. 306

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Elysian Fields Development Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land contained within a part of Government Lot 3, Section 5, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southwest corner of Block Two (2), "Elysian Fields I", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 7055, as recorded in the office of the Tulsa County Clerk;

Thence S 88°49'12" W a distance of 985.93 feet, along the southerly line of said Government Lot 3, to a point that is 11.47 feet east of the southwest corner of said Government Lot 3, said point also being the southeast corner of a tract of land described within General Warranty Deed, recorded as Document No. 2020118658 in the office of the Tulsa County Clerk;

Thence N 01°42'01" W a distance of 472.88 feet along the easterly line of said General Warranty Deed to a point being 11.51 feet perpendicularly distant east of the west line of said Government Lot 3 and also being on the southerly line of said Plat No. 7055;

Thence along the boundary of said Plat No. 7055 the following eight (8) courses:

N 88°17'59" E a distance of 127.47 feet;

N 01°10'48" W a distance of 105.99 feet;

N 88°49'12" E a distance of 689.76 feet;

S 01°10'48" E a distance of 45.00 feet;

N 88°49'12" E a distance of 183.00 feet;

S 01°10'48" E a distance of 360.00 feet;

S10°07'48" W a distance of 50.99 feet;

S 01°10'48" E a distance of 125.00 feet to the "Point of Beginning".

Said tract contains 555,798 square feet or 12.7594 acres, more or less.

The non-astronomic bearings for said tract are based on a platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided, however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the south and west perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structures as may be located upon each said lot: provided that upon the installation of such a service cable or gas

service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat of the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on the property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or the owner's agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the owner's lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially 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.

1.3.3 The City of Broken Arrow, Oklahoma, 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, the owner's agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement-ways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across the owner's lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. Drainage from each lot shall mimic the drainage pattern established by the grading done per the engineering plans, including the installation of any side yard swales or berms and resulting in no adverse impact to the adjacent lots. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the HOA, and Owner/Developer.

1.5 Driveway Access Limitation

Within the boundaries of a Lot designated on the Plat as "Driveway Access Limitation" (D.A.L.), vehicular access to the adjoining public street shall be prohibited.

1.6 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and/or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.7 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the Elysian Fields Homeowners' Association, Inc., an Oklahoma not-for-profit corporation, as set forth in the Restrictive Covenants, Conditions, and Restrictions for "ELYSIAN FIELDS." There is to be one Homeowners' Association, for "ELYSIAN FIELDS", even though the property may be platted in phases, and the Owner/Developer hereby reserves the right to add such additional lands/phases/lots to such Association as the Owner/Developer in its sole discretion, may determine.

1.8 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, overland drainage, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ELYSIAN FIELDS II", and future phases as determined by the Owner/Developer, as set forth within Section II hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner or the Homeowners' Association, as determined by the Owner/Developer.

1.9 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.10 Restrictive Covenants

Additional covenants and restrictions for "ELYSIAN FIELDS" are filed, as a separate instrument, in the Tulsa County Clerk's office.

1.11 Overland Drainage Easement

1.11.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, and plans and specifications approved by the Stormwater Manager of the City of Broken Arrow.

1.11.2 Except as provided herein no fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Broken Arrow, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval. Split rail, wrought iron, or open fencing will be allowed in the Overland Drainage Easement (OD/E). A solid, opaque fence will need to be approved by the City of Broken Arrow Storm Water Manager or designee. Solid opaque fences in an OD/E, between lots, must be raised 6" off the ground to prevent obstruction to the emergency overland relief swale. Fencing in the OD/E must be reviewed and approved by the stormwater manager or floodplain manager.

1.11.3 All costs and expenses associated with the overland drainage easement areas and facilities located therein, including maintenance of various improvements, will be the responsibility of the Elysian Fields Homeowners' Association to be formed pursuant to Section III (hereinafter referred to as the "Association"), in accordance with the standards prescribed by the City of Broken Arrow. In the event the Association should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Association. In the event the Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Association. A lien established as above provided may be judicially foreclosed.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "ELYSIAN FIELDS" was submitted as a planned unit development (entitled PUD No. 306) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 5, 2020 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 306 was approved by the Broken Arrow Planning Commission on April 9, 2020 and approved by the City of Broken Arrow City Council, on May 5, 2020; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 General Standards

The development of "ELYSIAN FIELDS II" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 5, 2020.

2.2 Development Standards

2.2.1 Permitted Uses: PUD 306 will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use and Development Regulations of the RS-3 Residential District except as noted herein

2.2.2 Minimum Lot Size:
- Blocks 1, 2 and 3 6,500 sq. ft.
- Blocks 4 and 5 7,000 sq. ft.

2.2.3 Minimum Lot Width
- Blocks 1, 2 and 3 55 feet
- Blocks 4 and 5 60 feet

2.2.4 Minimum Building Setbacks:
Front 25 feet
Minimum Rear Yard 20 feet
Side 5/5 feet
Side Yard abutting public street 15 feet*

* Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet from the 15 feet side yard shown on the plat. Setbacks between building lines shall be offset no more than 10 feet.

2.2.5 Maximum Building Height: 35 feet

2.2.6 Other Bulk and Area Requirements: As established in the RS-3 Zoning District

2.3 Landscaping and Open Space

Landscaping will be provided in accordance with Section 5.2 City of Broken Arrow Zoning Ordinance. All open space reserve areas shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance. All required fences shall be constructed in accordance with Section 5.2.E of the Zoning Ordinance, with all poles and bracing located on the interior side of the fence. Fencing

plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review.

2.4 Sidewalks

Sidewalks shall be installed in accordance with the subdivision regulations. Sidewalks shall be constructed by the Owner/Developer in all reserve areas that are adjacent to a street.

2.5 Homeowners' Association

The Elysian Fields Homeowners' Association shall be established subsequent to the filing of the plat and will have as its main objective the maintenance of the reserve/open space areas. Membership in the Elysian Fields Homeowners' Association will be mandatory for all lot owners. Final documents for the Elysian Fields Homeowners' Association will be included in the Deed of Dedication and Restrictive Covenants and will be on file in the Tulsa County Clerk's office, along with the Final Plat, and will include the maintenance agreement and other specific rights and requirements for association members.

SECTION III. HOMEOWNERS' ASSOCIATION

3.1 Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Elysian Fields Homeowners' Association, Inc.", an Oklahoma not for profit corporation (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no assessment shall be made or attach to any Lot owned by the Owner/Developer.

3.2 Maintenance

Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION IV.
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1 Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

4.2 Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

4.3 Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as "ELYSIAN FIELDS III or IV", or as may be further expanded; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of "ELYSIAN FIELDS II."

4.4 Severability

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 of any part hereof as set forth herein, which shall remain in full force and effect.

4.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county and state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2025.

Elysian Fields Development Company, L.L.C.
an Oklahoma limited liability company

By: David E. Chamey, President of
Chamey Properties, Inc., as Manager of Elysian
Fields Development Company, L.L.C.

State of Oklahoma)
) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this ____ day of _____,
2025, by David E. Chamey, Manager of Elysian Fields Development Company, L.L.C.

Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2025.

David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2025, by David W. Murdoch

Jack Taber, Notary Public

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor

Attest: City Clerk

ELYSIAN FIELDS II

Date of Preparation: March 25, 2025

Sheet 2 of 2