TULSA COUNTY CLERK - PAT KEY
Doc # 6661 Page(s) 3
03/23/2016 03:31:23 PM
Receipt # 15-11258
Fee $ 32.00

Berwick South

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Basis of Bearings

BASIS OF BEARINGS FOR SAID TRACT IS OKLAHOMA STATE PLANE COORDINATE SYSTEM ZONE NORTH USING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 AS NORTH 88°43'30" EAST

Monumentation

ALL INTERIOR CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ 1694" AT ALL CORNERS

ADS Benchmark

5/8" REBAR 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 18" SET SOUTHWEST OF 111TH STREET AND MINGO ROAD. ELEVATION = 653.840' (NAVD 1988)

Notes

ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT

ADDRESS 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 DESCRIPTION

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW, OKLAHOMA

Summary

SUBDIVISION CONTAINS EIGHTY-EIGHT (88) LOTS IN FIVE (5) BLOCKS, TWO (2) RESERVE AREAS AND FOUR (4) TRAFFIC CONTROL MEDIANS

GROSS SUBDIVISION: AREA 1,435,278.43 SF / 32.953 AC

Legend

BL - BUILDING SETBACK LINE
FLVE - FENCE & LANDSCAPE EASEMENT
L.N.A. - LIMITS OF NO ACCESS
TCM - TRAFFIC CONTROL MEDIAN
U/E - UTILITY EASEMENT
5000 - STREET ADDRESS

Owner / Developer

RLAND DEVELOPMENT, LLC
8556 EAST 101ST STREET, SUITE F
TULSA, OKLAHOMA 74133
PHONE (918) 582-4300
MR. E. BLAKE HASTINGS

Engineer

ROSENBAUM CONSULTING, LLC
1709 WEST GRANGER STREET
BROKEN ARROW, OKLAHOMA 74012
PHONE (918) 798-0210
FAX: (918) 517-3211
BARRICK.ROSENBAUM@COX.NET
C.A. # 6470 EXPIRES 6-30-2017

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE (918) 231-0575
EMAIL: FRITZPLS@YAHOO.COM
C.A. # 5848 EXPIRES 6-30-2016

Stormwater Detention Determination

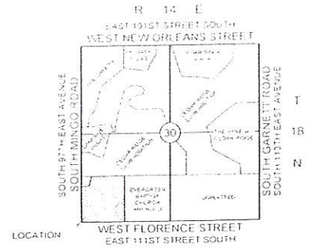
STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION
DD# 81012-14

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA LENGTH	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'01"	S 46°09'46" E	35.36'
C2	37.08'	150.00'	14°09'49"	S 84°04'52" E	36.99'
C3	20.35'	25.00'	46°37'59"	N 79°41'03" E	19.79'
C4	122.96'	50.00'	140°54'27"	S 53°10'43" E	94.24'
C5	20.35'	25.00'	46°37'59"	S 06°02'29" E	19.79'
C6	73.76'	150.00'	28°10'32"	S 15°16'13" E	73.02'
C7	234.23'	275.00'	48°48'02"	S 23°13'04" W	227.21'
C8	35.08'	25.00'	80°24'21"	S 07°24'55" W	32.27'
C9	220.65'	450.11'	28°05'13"	S 18°44'40" E	218.45'
C10	19.56'	25.00'	44°49'20"	S 27°06'43" E	19.06'
C11	241.00'	50.00'	276°10'06"	S 88°33'39" W	66.80'
C12	22.78'	25.00'	52°13'01"	N 20°32'12" E	22.00'
C13	190.06'	400.11'	27°12'57"	N 19°10'47" W	188.27'
C14	40.12'	25.00'	91°56'25"	N 78°45'28" W	35.95'
C15	331.02'	425.00'	44°37'33"	S 32°57'33" W	322.71'
C16	115.96'	488.00'	13°36'55"	S 05°37'04" W	115.69'
C17	43.45'	150.00'	16°35'52"	S 82°45'09" E	43.30'
C18	43.45'	150.00'	16°35'52"	S 82°45'09" E	43.30'
C19	131.10'	115.00'	65°19'01"	N 56°17'25" E	124.12'
C20	38.10'	250.00'	8°43'51"	N 27°59'50" E	38.06'
C21	30.84'	25.00'	70°40'34"	N 02°58'32" W	28.92'
C22	150.92'	50.00'	172°56'38"	N 48°09'30" E	99.81'
C23	30.84'	25.00'	70°40'34"	S 80°42'28" E	28.92'
C24	108.57'	250.00'	24°52'59"	N 76°23'45" E	107.72'
C25	39.27'	25.00'	89°59'59"	N 43°50'14" E	35.36'
C26	83.73'	542.00'	8°51'06"	N 03°14'09" E	83.65'
C27	34.81'	25.00'	79°46'11"	N 32°13'24" W	32.06'
C28	38.47'	245.00'	8°59'45"	N 67°36'37" W	38.43'
C29	24.87'	25.00'	56°59'19"	S 88°23'36" W	23.85'
C30	99.90'	75.00'	76°19'08"	N 81°56'29" W	92.68'
C31	101.39'	75.00'	77°27'19"	N 05°03'16" W	93.84'
C32	27.22'	25.00'	62°22'55"	N 02°28'57" E	25.89'
C33	311.40'	480.00'	37°10'14"	N 10°07'24" W	305.97'
C34	40.13'	25.00'	91°58'39"	N 37°31'37" W	35.96'
C35	36.17'	275.00'	7°32'09"	N 87°17'00" W	36.14'
C36	21.03'	25.00'	48°11'23"	S 64°51'14" W	20.41'
C37	241.19'	50.00'	276°22'46"	N 01°03'05" W	66.67'
C38	21.03'	25.00'	48°11'23"	S 66°57'23" E	20.41'
C39	50.84'	325.00'	8°57'48"	S 85°34'11" E	50.79'
C40	37.47'	25.00'	85°52'40"	N 54°58'23" E	34.06'
C41	99.59'	177.25'	32°11'37"	N 06°50'54" W	98.29'
C42	34.91'	25.00'	80°00'21"	N 63°03'37" W	32.14'
C43	34.59'	165.00'	12°00'41"	S 82°56'34" W	34.53'
C44	201.84'	875.00'	13°13'00"	N 05°25'33" E	201.39'
C45	43.45'	150.00'	16°35'52"	S 80°38'59" W	43.30'
C46	43.45'	150.00'	16°35'52"	S 80°38'59" W	43.30'
C47	9.24'	2.96'	178°56'39"	N 89°20'17" E	5.91'
C48	9.33'	500.00'	1°03'21"	N 0°39'43" W	9.33'
C49	9.42'	3.00'	180°00'00"	N 88°48'36" E	6.00'
C50	17.28'	5.50'	180°00'00"	S 01°03'05" E	11.00'
C51	17.28'	5.50'	180°00'00"	N 01°03'05" W	11.00'
C52	21.26'	13.00'	93°41'52"	N 85°12'08" W	18.97'
C53	7.12'	51.00'	7°59'43"	N 42°21'04" W	7.11'
C54	46.18'	14.00'	189°00'50"	N 48°09'30" E	27.91'
C55	7.12'	51.00'	7°59'43"	S 41°19'56" E	7.11'
C56	21.26'	13.00'	93°41'52"	S 01°31'08" W	18.97'
C57	1.74'	238.00'	0°25'08"	S 48°09'30" W	1.74'
C58	34.52'	15.00'	131°10'57"	S 76°16'52" W	27.46'
C59	35.53'	39.00'	53°48'58"	S 16°52'26" E	35.30'
C60	31.05'	39.00'	45°36'40"	S 66°35'15" E	30.23'
C61	35.34'	15.00'	134°59'13"	N 23°06'49" E	27.72'
C62	83.31'	609.90'	7°49'34"	N 42°02'27" W	83.24'
C63	157.05'	100.00'	89°58'49"	N 46°10'21" W	141.40'
C64	39.28'	25.00'	90°01'11"	S 43°49'39" W	35.36'
C65	213.37'	925.00'	13°13'00"	S 05°25'33" W	212.90'
C66	103.20'	100.00'	59°07'43"	S 17°31'48" E	98.68'
C67	36.77'	25.00'	84°15'39"	S 89°13'30" E	33.54'
C68	52.26'	475.00'	11°07'42"	N 54°12'32" E	52.11'
C69	239.37'	225.00'	60°57'20"	N 29°17'43" E	228.24'
C70	39.26'	25.00'	89°58'49"	N 46°10'21" W	35.35'
C71	227.61'	200.00'	65°12'20"	S 56°14'04" W	215.52'
C72	65.40'	165.00'	22°42'35"	S 34°59'12" W	64.97'
C73	31.21'	25.00'	71°31'23"	S 10°34'48" W	29.22'
C74	146.15'	225.00'	37°12'57"	S 06°34'25" E	143.59'
C75	423.35'	430.00'	56°24'51"	S 16°10'22" E	406.49'
C76	99.94'	195.00'	29°21'53"	S 59°03'44" E	98.85'
C77	40.67'	25.00'	93°11'52"	N 59°39'23" E	36.33'
C78	199.87'	475.00'	24°06'32"	N 25°05'43" E	198.40'
C79	36.77'	25.00'	84°15'39"	N 04°57'51" W	33.54'
C80	154.60'	150.00'	59°07'43"	N 17°31'48" W	148.02'

Line Table

LINE	BEARING	DISTANCE
L1	S 01°09'45" E	99.97'
L2	N 88°50'14" E	5.29'
L3	S 01°10'57" E	281.49'
L4	S 32°47'16" E	15.58'
L5	N 32°47'16" W	12.08'
L6	S 01°11'24" E	38.60'
L7	S 46°11'24" E	49.50'
L8	S 46°03'05" E	35.42'
L9	N 88°56'55" E	39.30'
L10	N 88°56'55" E	182.55'
L11	N 23°37'54" E	41.21'
L12	N 88°50'14" E	135.49'
L13	N 01°09'45" W	99.98'
L14	N 43°48'36" E	49.50'
L15	N 01°11'24" W	9.12'
L16	N 43°46'55" W	48.49'
L17	S 88°56'55" W	95.41'
L18	N 88°56'55" E	95.41'
L19	S 88°56'55" W	182.55'
L20	S 88°56'55" W	39.30'
L21	S 43°56'55" W	35.44'
L22	S 01°11'24" E	41.12'
L23	N 01°11'24" W	50.39'
L24	S 88°56'55" W	49.00'
L25	N 88°56'55" E	49.00'
L26	S 43°46'55" E	48.49'
L27	S 88°50'14" W	125.03'
L28	S 01°10'57" E	192.94'
L29	S 12°02'03" W	76.37'
L30	S 47°05'40" E	48.11'
L31	N 59°46'23" E	5.19'
L32	N 01°10'57" W	281.49'
L33	N 01°10'57" W	192.97'
L34	S 88°50'14" W	15.26'
L35	S 23°37'54" W	41.21'
L36	S 12°02'03" W	61.19'
L37	S 44°22'48" E	28.11'
L38	N 47°05'40" W	48.11'
L39	N 12°02'03" E	76.37'
L40	S 46°43'10" E	63.74'
L41	N 19°52'43" W	55.10'
L42	S 13°50'56" E	103.04'
L43	N 11°33'52" W	124.33'
L44	N 20°31'39" W	55.24'
L45	N 5°18'48" W	41.33'
L46	N 7°43'45" E	66.84'
L47	N 11°36'04" E	72.72'
L48	N 27°13'51" E	77.43'
L49	N 44°27'57" E	43.67'
L50	N 2°08'34" W	21.00'



Location Map

SCALE: 1" = 2000'

N

Scale: 1" = 100'

0 50 100 200

Backflow Preventer Valve Table

BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	MANHOLE RIM ELEVATION
1	1	661.5	-	657.78
	2	662.5	-	657.96
	3	663.0	-	657.96
	4	664.0	-	657.96
	5 *	664.5	-	663.81
	6 *	665.5	-	668.78
	7 *	666.5	-	668.78
	8 *	667.5	-	668.78
	9 *	668.5	-	668.89
2	1 *	667.5	-	668.27
	2	667.5	-	665.16
	3	666.5	a	665.00
	4 *	665.8	a	665.00
	5 *	665.5	17	664.64
	6 *	665.0	17	664.64
	7 *	664.5	17	664.64
	8 *	663.5	17	664.64
	9 *	662.5	16	663.56
	10 *	662.5	16	663.56
	11 *	662.5	16	663.56
	12	661.0	g	660.00
	13	661.5	g	660.00
	14 *	661.5	15	662.48
	15 *	661.5	14	661.89
	16 *	661.5	14	661.89
	17 *	661.5	13	660.81
	18	661.5	12	660.49
	19	661.5	34	659.82
	20	661.5	35	657.98
	21	661.5	f	657.48
	22	660.5	f	657.48
	23	660.5	35	657.98
	24 *	658.5	35	657.98
	25 *	658.5	35	657.98
	26 *	659.0	34	659.82
3	1 *	659.0	11	658.66
	2 *	659.0	9	659.17
	3 *	658.5	9	659.17
	4	658.0	8	653.60
	5	667.5	7	653.60
	6	657.5	7	653.60
	7	657.5	7	653.60
	8	657.5	6	653.60
	9	658.5	6	653.60
	10	659.0	36	655.30
	11 *	656.0	i	659.39
	12	654.0	23	651.51
	13	654.0	23	651.51
	14 *	654.0	21	653.62
	15 *	655.0	4	656.00
	16 *	656.5	3	658.00
	17 *	659.5	h	659.00
4	1 *	666.5	d	665.70
	2 *	666.5	d	665.70
	3 *	665.5	32	665.30
	4	664.5	31	662.54
	5 *	663.5	31	662.54
	6	663.5	30	661.42
	7	662.5	30	661.42
	8 *	660.5	29	660.29
	9 *	659.5	29	660.29
	10 *	659.5	23	659.49
	11	659.5	33	658.32
	12	659.5	e	658.22
	13 *	658.5	e	658.22
	14	660.0	e	658.22
	15	662.0	33	658.32
	16	663.0	28	659.64
	17	664.0	29	660.29
	18	665.0	30	661.42
	19	666.0	31	662.54
	20	666.5	31	662.54
	21	667.5	31	662.54
5	1	667.0	27	666.00
	2	667.5	27	666.00
	3	667.5	27	666.00
	4	667.0	27	666.00
	5	666.0	26	664.20
	6 *	665.0	26	664.20
	7	664.5	25	663.12
	8 *	662.5	24	661.80
	9 *	662.5	25	663.12
	10 *	663.5	26	664.20
	11 *	664.0	26	664.20
	12 *	665.0	27	666.00
	13 *	665.0	27	666.00
	14 *	665.5	27	666.00
	15 *	666.5	27	666.00

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDERS RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

* REQUIRES BACKFLOW PREVENTER VALVE

STATE OF OKLAHOMA
COUNTY OF TULSA } SS

I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office

Dated the 23rd day of March 2016

PAT KEY, Tulsa County Clerk

By: [signature] Deputy

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 $1,590.00 per trust receipt no.14291 to be applied to 2016 taxes. This certificate is NOT to be construed as payment of 2016 taxes in full but is given in order that this plat may be filed of record. 2016 taxes may exceed the amount of the security deposit.

Dated: 03/03/2016

Dennis Semig
Tulsa County Treasurer
By: [signature] Deputy

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, PAT KEY, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE

DATED THE _____ DAY OF _____ 2016

PAT KEY, TULSA COUNTY CLERK

DEPUTY

APPROVED 5/19/15 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA

MAYOR [signature]

ATTEST: CITY CLERK [signature]

BERWICK SOUTH

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

RLAND DEVELOPMENT GROUP, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY (30), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF,

COMMENCING AT THE SOUTHWEST CORNER OF SECTION THIRTY (30), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, THENCE N 88°48'36" E AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1249.58 FEET TO THE SOUTHWEST CORNER OF EVERGREEN BAPTIST CHURCH AMENDED, DOC# 2006097652, FILED IN THE OFFICE OF TULSA COUNTY CLERK; THENCE N 01°10'57" W AND ALONG THE WEST LINE OF SAID EVERGREEN BAPTIST CHURCH AMENDED A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 OF SAID EVERGREEN BAPTIST CHURCH AMENDED AND THE POINT OF BEGINNING; THENCE CONTINUING N 01°10'57" W AND ALONG THE WEST LINE OF SAID EVERGREEN BAPTIST CHURCH AMENDED A DISTANCE OF 1272.10 FEET TO A POINT ON THE SOUTH LINE OF BERWICK ON CEDAR RIDGE (BLOCKS 2,3,4,5,&6), DOC# 2006080454, FILED IN THE OFFICE OF TULSA COUNTY CLERK, SAID LINE BEING ALSO THE SOUTH LINE OF CEDAR RIDGE CLUB ADDITION, PLAT # 2895, FILED IN THE OFFICE OF TULSA COUNTY CLERK; THENCE S 88°50'48" W AND ALONG THE SOUTH LINE OF SAID BERWICK ON CEDAR RIDGE (BLOCKS 2,3,4,5,&6) AND THE SOUTH LINE OF SAID CEDAR RIDGE CLUB ADDITION A DISTANCE OF 918.94 FEET TO A POINT ON THE EAST LINE OF BERWICK ON CEDAR RIDGE (BLOCK 1) DOC# 2007095382, FILED IN THE OFFICE OF TULSA COUNTY CLERK; THENCE S 11°30'27" W AND ALONG SAID EAST LINE A DISTANCE OF 271.56 FEET TO THE SOUTHEAST CORNER OF SAID BERWICK ON CEDAR RIDGE (BLOCK 1); THENCE S 82°58'02" W AND ALONG THE SOUTH LINE OF SAID BERWICK ON CEDAR RIDGE (BLOCK 1); A DISTANCE OF 219.61 FEET TO THE SOUTHWEST CORNER OF SAID BERWICK ON CEDAR RIDGE (BLOCK 1); THENCE S 01°02'35" E A DISTANCE OF 465.84 FEET; THENCE S 46°02'35" E A DISTANCE OF 28.28 FEET; THENCE S 01°02'35" E A DISTANCE OF 454.82 FEET; THENCE S 46°07'21" E A DISTANCE OF 34.88 FEET; THENCE N 88°48'36" E A DISTANCE OF 455.11 FEET; THENCE S 46°11'44" E A DISTANCE OF 28.29 FEET; THENCE N 88°48'36" E A DISTANCE OF 679.60 FEET TO THE POINT OF BEGINNING.

SAID TRACTS CONTAINING 1435878.43 SQ. FEET OR 32.963 ACRES

BASIS OF BEARINGS FOR SAID TRACT IS OKLAHOMA STATE PLANE COORDINATE SYSTEM ZONE NORTH USING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 AS NORTH 88°48'36" EAST.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

Section I. Streets, Easements and Utilities

A. PUBLIC STREET AND GENERAL UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DESIGNATED ON THE PLAT AND DOES HEREBY FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE PLAT AS U/E FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, CABLE TELEVISION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SUCH EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, 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 OF THE EASEMENT AREAS SHOWN ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER 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 PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND CONSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, SIGNS, AND CUSTOMARY SCREENING FENCES AND WALLS. OWNER SHALL CAUSE TO BE CONSTRUCTED SIDEWALKS IN THE RIGHTS OF WAY OF THE PUBLIC STREETS IN THOSE AREAS WHERE A RESERVE AREA ABUTS A PUBLIC STREET.

B. TRAFFIC CONTROL MEDIANS A, B, C AND D.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIANS A, B, C AND D, PROVIDED HOWEVER, THE OWNER HEREIN RESERVES A PERPETUAL EASEMENT TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH WITHIN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING, UTILITIES AND SIGNAGE WITH TRAFFIC CONTROL MEDIANS A, B, C AND D. THE HOLDER OF THE RESERVED EASEMENT, THE OWNER OR THE HOMEOWNERS ASSOCIATION AS THE CASE MAY BE, HEREIN COVENANTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIANS A, B, C AND D AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

C. UNDERGROUND ELECTRIC AND COMMUNICATION.

1. OVERHEAD POLES FOR THE SUPPLY IF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE WEST AND SOUTH PERIMETER UTILITY EASEMENT(S) AND THE IN THE PERIMETER RIGHT-OF- WAYS OF THE SUBDIVISION. 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.
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.
3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.
5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION C CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SEWER SERVICES.

1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, THE PUBLIC SANITARY SEWER MAIN AND STORM SEWERS LOCATED ON SUCH LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH LOT OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION D SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE ABOVE OWNER AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. GAS SERVICE.

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES. BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY

F. SURFACE DRAINAGE.

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. LIMITS OF NO ACCESS.

1. THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("L. N. A."), EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.
2. THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" ("L. N. A.") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

I. STORMWATER DETENTION AND DRAINAGE AREAS.

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "D/E OR "DETENTION EASEMENT", WHICH ARE LOCATED IN RESERVE AREA "B", AS SHOWN ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUN-OFF FROM AND THROUGH THE SUBDIVISION.

DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID EASEMENTS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER REFERRED TO AS THE "CITY").

NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENTS AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE CITY.

DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE BERWICK ON CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC., (THE "ASSOCIATION") WHICH SHALL BE THE OWNER OF SAID RESERVE AREA "B", TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR (4) WEEKS MINIMUM OR AS NEEDED TO MAINTAIN QUALITY STANDARDS SHOULD WEATHER CONDITIONS CAUSE A FASTER GROWTH PATTERN.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. AREAS WITHIN THE EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

IN THE EVENT SAID ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN SAID DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADES OR CONTOURS THEREIN WITHOUT THE APPROVAL OF THE CITY, THE CITY OR ITS DESIGNATED CONTRACTOR MAY ENTER SAID AREA AND PERFORM THE MAINTENANCE NECESSARY TO ACHIEVE 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 SAID ASSOCIATION. IN THE EVENT SAID ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE THEREOF WITHIN (30) DAYS AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE A RECORD COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY.

Section II. Building and Restrictive Covenants

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION, TO PROTECT THE DESIRABILITY OF THE SUBDIVISION AND THE VALUES THEREOF, AND FOR MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS AND SHALL BE ENFORCEABLE AS HEREINAFTER PROVIDED.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW.

1. FORMATION.

OWNER HEREBY FORMS AN ARCHITECTURAL COMMITTEE (THE "ARCHITECTURAL COMMITTEE") THAT SHALL:

a. APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND ANY MODIFICATIONS OR ALTERATIONS THERETO; AND
b. BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN AND IN ANY BUILDING GUIDELINES DEVELOPED BY THE ARCHITECTURAL COMMITTEE.

2. MEMBERSHIP.

THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN FIVE (5) MEMBERS TO BE APPOINTED BY OWNER UNTIL OWNER, IN ITS SOLE DISCRETION, ASSIGNS AND TRANSFERS THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION TO BE FORMED PURSUANT TO SECTION III BELOW

3. SUBMISSION OF PLANS.

NO BUILDING, FENCE, WALL, FREE STANDING MAILBOX OR ANY OTHER IMPROVEMENTS OR STRUCTURE MAY BE COMMENCED, ERECTED, CONSTRUCTED OR PLACED ON ANY LOT IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITH SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION, WHICH MUST BE APPROVED PRIOR TO SUBMITTAL TO THE CITY.

a. AN ACCURATE SITE PLAN, INCLUDING ALL SETBACKS, EASEMENTS, FINISH FLOOR ELEVATION, LOCATION OF HVAC EQUIPMENT, UTILITY TRANSFORMERS AND MAILBOX. INCLUDE POOL, POOL EQUIPMENT AND ANY OUTBUILDINGS, IF APPLICABLE.;
b. ACCURATE FLOOR PLANS TO INCLUDE 1ST & 2ND FLOORS AND ROOF PLAN. INCLUDE FLOOR AREA OF EACH FLOOR AND ALL ROOF PITCHES;
c. ALL EXTERIOR ELEVATIONS, INCLUDING BUILDING HEIGHT.
d. A HARDSCAPE AND FENCING PLAN, INCLUDING THE COMPOSITION, LOCATION AND HEIGHT OF FENCING AND HARDSCAPE MATERIALS.
e. ANY OTHER PLANS OR INFORMATION REQUIRING THE APPROVAL OF THE CITY OR THE BROKEN ARROW PLANNING COMMISSION PURSUANT TO SECTION II OF THIS DEED OF DEDICATION;
f. DETAILS REGARDING THE COMPOSITION OF ALL ROOFING, WINDOW & DOOR MATERIALS, AND ALL OTHER EXTERNAL BUILDING MATERIALS, INCLUDING COLOR SCHEMES;
g. DRAINAGE AND GRADING PLANS, INCLUDING DOWNSPOUT LOCATIONS;
h. LANDSCAPE PLAN, INCLUDING LOCATION AND SIZE OF ALL REQUIRED TREES, AND
i. ANY OTHER PLANS OR DETAILS REQUIRED BY THE ARCHITECTURAL COMMITTEE.

IN PASSING UPON SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, THE HARMONY THEREOF WITH THE SURROUNDING BUILDINGS AND LOTS AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING LOTS

4. VARIANCE

THE ARCHITECTURAL COMMITTEE MAY AUTHORIZE IN WRITING VARIANCES FROM COMPLIANCE WITH ANY OF THE DESIGN GUIDELINES OR THE PROVISIONS OF SECTION III WHEN CIRCUMSTANCES PECULIAR TO THE PROPERTY IN QUESTION, INCLUDING, BUT NOT LIMITED TO, TOPOGRAPHY, OBSTRUCTIONS, HARDSHIP OR AESTHETIC, ENVIRONMENTAL OR OTHER CONSIDERATIONS WOULD ALLOW A VARIANCE FROM THE PROVISIONS OF SECTION III WITHOUT ANY DETRIMENT TO THE SUBDIVISION, BUT ONLY IN ACCORDANCE WITH SPECIFIC CONDITIONS IMPOSED BY THE ARCHITECTURAL COMMITTEE. NO VARIANCE SHALL BE CONTRARY TO ANY SPECIFIC RESTRICTION SET FORTH HEREIN OTHER THAN THE PROVISIONS OF SECTION III OR THE DESIGN GUIDELINES NOR ESTOP THE ARCHITECTURAL COMMITTEE FROM DENYING A VARIANCE IN ANY OTHER CIRCUMSTANCES. FOR PURPOSES OF THIS SECTION, THE INABILITY TO OBTAIN APPROVAL OF ANY GOVERNMENTAL AGENCY, ISSUANCE OF ANY PERMIT OR THE TERMS OF ANY FINANCING SHALL NOT BE CONSIDERED A HARDSHIP WARRANTING A VARIANCE. THIS SECTION SHALL NOT BE CONSTRUED SO AS TO CONFER ON ANY OWNER ANY ENTITLEMENT TO A VARIANCE OR WAIVER

B. RESIDENTIAL LOTS USE.

ALL LOTS IN THE SUBDIVISION (EXCEPTING RESERVE AREAS) SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES ONLY. NO TRADE OR BUSINESS SHALL BE PERMITTED ON ANY LOT

C. RESERVE AREAS USE - RESERVE AREA "A" AND RESERVE AREA "B".

RESERVE AREA "A" DESIGNATED ON THE ACCOMPANYING PLAT SHALL BE USED ONLY FOR OPEN SPACE, PASSIVE RECREATIONAL USES, STORM WATER DRAINAGE, LANDSCAPING, WETLAND HABITAT (AS APPROVED BY THE UNITED STATES CORPS OF ENGINEERS) AND WHERE SPECIFICALLY DESIGNATED, FOR UTILITY EASEMENTS. RESERVE AREA "A" SHALL BE OWNED BY AND MAINTAINED (EXCEPT AS OTHERWISE PROVIDED HEREIN) BY THE ASSOCIATION AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BERWICK SOUTH (THE "DECLARATION") AND THE RULES AND REGULATIONS OF THE ASSOCIATION. RESERVE AREA "A" IS A DEED RESTRICTED AREA SUBJECT TO WETLANDS PRESERVATION AND MAINTENANCE REFORMED IN ACCORDANCE WITH THE WETLANDS MITIGATION PLAN APPROVED BY THE DEPARTMENT OF ARMY CORPS OF ENGINEERS, TULSA DISTRICT.

RESERVE AREA "B" DESIGNATED ON THE ACCOMPANYING PLAT SHALL BE USED ONLY FOR OPEN SPACE, PASSIVE RECREATIONAL USES, STORM WATER DETENTION AND DRAINAGE, LANDSCAPING AND WHERE SPECIFICALLY DESIGNATED, FOR UTILITY EASEMENTS. RESERVE AREA "B" SHALL BE OWNED BY AND MAINTAINED (EXCEPT AS OTHERWISE PROVIDED HEREIN) BY THE ASSOCIATION AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BERWICK SOUTH (THE "DECLARATION") AND THE RULES AND REGULATIONS OF THE ASSOCIATION

D. FRONTING AND ACCESS LIMITATION.

EACH DWELLING SHALL FACE THE STREET AND DERIVE ITS ACCESS SOLELY FROM THE PUBLIC STREET.

E. YARDS AND SETBACKS.

1. MINIMUM BUILDING SETBACK FROM PUBLIC STREET RIGHT-OF-WAY.

NO BUILDING SHALL BE CONSTRUCTED NEARER TO THE RIGHT-OF-WAY OF THE PUBLIC STREET RIGHT-OF-WAY THAN 25 FEET.

2. MINIMUM SIDE YARDS.

ONE SIDE YARD 5 FEET AND THE OTHER SIDE YARD 5 FEET.

3. MINIMUM REAR YARD.

THE MINIMUM REAR YARD SHALL BE 20'.

4. MINIMUM LOT AREA AND LOT BOUNDARY ADJUSTMENT.

NO LOT SHALL BE LOT-SPLIT OR RE-SUBDIVIDED INTO A PARCEL HAVING AN AREA OF LESS THAN 8,500 SQUARE FEET OF LAND AREA, UNLESS THE RESULTING PARCEL IS HELD IN COMMON OWNERSHIP WITH AN ADJOINING PARCEL AND THE RESULTING AREA OF COMMON OWNERSHIP IS NOT LESS THAN 8,500 SQUARE FEET. WHEREBY REASON OF LOT-SPLITTING OR BY REASON OF COMMON ACQUISITION OF AN ADJOINING LOT, A LOT LINE AS ORIGINALLY PLATTED DIVIDES THE OWNERSHIP, THE OWNER MAY DECLARE BY RECORDED DOCUMENT THAT HIS OWNERSHIP LINE SHALL SERVE AS LOT LINES, AND THEREAFTER ALL YARDS AND SETBACKS SHALL BE MEASURED FROM THE DECLARED LOT LINES, AND THE OWNERSHIP LINES SHALL BE DEEMED TO ESTABLISH A SINGLE LOT FOR THE PURPOSES OF DETERMINING PERMITTED PRINCIPAL AND ACCESSORY USES. IT IS THE INTENT OF THE FOREGOING PROVISIONS TO PERMIT ADJUSTMENT IN LOT BOUNDARIES, BUT IN NO EVENT SHALL AN OWNERSHIP AREA BE LESS THAN 8,500 SQUARE FEET.

5. MAXIMUM NUMBER OF DWELLING UNITS.

THE MAXIMUM NUMBER OF DWELLING UNITS SHALL BE 88.

6. MINIMUM LOT WIDTH AND LOT FRONTAGE.

THE MINIMUM LOT WIDTH SHALL BE 60 FEET MEASURED AT THE BUILDING LINE. HOWEVER, ALL LOTS SHALL HAVE AT LEAST 35 FEET OF FRONTAGE ALONG THE STREET RIGHT-OF-WAY.

F. MAXIMUM STRUCTURE HEIGHT.

NO STRUCTURE MAY BE CONSTRUCTED OR ERECTED ON ANY LOT IN EXCESS OF 35 FEET IN HEIGHT AND TWO STORIES.

G. VIEW OBSTRUCTIONS.

NO STRUCTURE, OUTBUILDING, FENCE OR WALL SHALL BE SO SITUATED THAT, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, IT UNREASONABLY OBSTRUCTS A VIEW OF A WATER FEATURE FROM ANY LOT.

H. FLOOR AREA.

SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 3,200 SQUARE FEET OF LIVING AREA. MULTI-STORY DWELLINGS SHALL HAVE A MINIMUM OF 3,750 SQUARE FEET OF LIVING AREA; PROVIDED, HOWEVER, THAT THE FIRST FLOOR SHALL HAVE A MINIMUM OF 2,700 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZE WAYS.

I. FOUNDATIONS.

ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK, STUCCO OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS SHALL BE EXPOSED.

J. GARAGES AND DRIVEWAYS.

AN ATTACHED GARAGE PROVIDING SPACES FOR A MINIMUM OF TWO (2) AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND NO WINDOWS SHALL BE PERMITTED IN THE GARAGE DOORS. CARPORTS ARE PROHIBITED. ALL DRIVEWAYS SHALL BE CONCRETE OR OTHER MASONRY APPROVED BY THE ARCHITECTURAL COMMITTEE. GARAGE DOORS SHALL BE WOOD VENEER.

IF A GARAGE HAS SPACES FOR MORE THAN TWO CARS, THE GARAGE DOOR FOR THE ADDITIONAL SPACE(S) (AFTER THE FIRST TWO) SHALL BE OFFSET AND LOCATED FURTHER BACK ON THE LOT, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE.

K. MASONRY.

ONE HUNDRED PERCENT (100%) OF THE SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO EXCEPT UNDER COVERED PORCHES AND PATIOS, PROVIDED THAT THE EXTERIOR WALLS ABOVE THE FIRST FLOOR ELEVATION WALL MAY BE CONSTRUCTED OF WOOD, MASONITE OR A COMPARABLE SIDING PRODUCT. NOTWITHSTANDING THE FOREGOING, BRICK, STONE OR STUCCO SHALL EXTEND TO THE TOP OF GABLES ON THE FRONT OF THE HOME.

L. WINDOWS AND DOORS.

ALL WINDOWS FRAMES AND DOORS SHALL BE EITHER WOOD, VINYL CLAD WOOD OR VINYL. ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

M. ROOF PITCH.

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 9/12; PROVIDING, HOWEVER, THAT A ROOF OVER A PORCH SHALL HAVE A ROOF PITCH OF NO LESS THAT 6/12 IF GABLE OR 4/12 IF SHED. ALL FRONT GABLES SHALL HAVE NO LESS THAN A 12/12 PITCH AND ALL REAR GABLES 12/12 PITCH.

APPROVED 5/19/15 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA

Craig Thurmond
MAYOR

Lisa Blackford
ATTEST: CITY CLERK

N. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING TAMKO HERITAGE 30 YEAR, OXFORD GRAY COMPOSITION SHINGLES OR EQUIVALENT, PROVIDING, HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

O. ANTENNA

EXTERIOR ANTENNAS OR OTHER DEVICES (INCLUDING SUPPORTING STRUCTURES) FOR THE TRANSMISSION OR RECEPTION OF RADIO, TELEVISION, SATELLITE SIGNALS OR OTHER FORMS OF ELECTRO-MAGNETIC RADIATION ARE PROHIBITED, EXCEPT THAT WITHIN EACH LOT ONE SATELLITE DISH, NOT EXCEEDING EIGHTEEN INCHES (24") IN DIAMETER, IS PERMITTED. THE LOCATION OF ANY SUCH SATELLITE DISH MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE, WHENEVER POSSIBLE, SUCH THAT THE SATELLITE DISH IS NOT VISIBLE FROM ANY PUBLIC OR PRIVATE STREET.

P. MATERIALS AND STORAGE.

NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. RECREATIONAL VEHICLES.

NO CAMPERS, BOATS, TRAILERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED OR STORED IN THE SUBDIVISION FOR A PERIOD TO EXCEED TWENTY-FOUR (24) HOURS EXCEPT WITHIN AN ENCLOSED GARAGE, WHICH GARAGE DOOR MUST BE CLOSED EXCEPT FOR NORMAL OPERATION FOR ENTERING AND EXITING THE GARAGE.

R. INOPERATIVE VEHICLES.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, WHICH GARAGE DOOR MUST BE CLOSED EXCEPT FOR NORMAL OPERATION FOR ENTERING AND EXITING THE GARAGE.

S. MAINTENANCE OF LOTS.

EACH LOT SHALL BE MAINTAINED FREE RUBBISH, TRASH OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS. GRASS AND LANDSCAPING SHALL BE MAINTAINED ON A REGULAR BASIS. TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM THE PUBLIC AND FROM ADJOINING PROPERTY OWNERS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

T. SURFACE DRAINAGE.

THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS SUCH LOT. NO OWNER SHALL CONSTRUCT OR PERMIT ANY FENCING, RETAINING WALL OR OTHER OBSTRUCTION WHICH WOULD IMPAIR THE DRAINING OF STORM WATER OVER AND ACROSS THE LOT. NO LOT OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF SURFACE STORM WATER FROM THE ORIGINAL APPROVED DRAINAGE PLAN CONSTRUCTED ON THE LOT.

U. ON-SITE CONSTRUCTION.

EACH DWELLING MUST BE CONSTRUCTED ON-SITE AND NO DWELLING BUILT OFF-SITE SHALL BE PLACED ON ANY LOT.

V. OUTBUILDINGS.

OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS OR CABANAS, SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED IN A LOCATION ON THE LOT THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD UNREASONABLY OBSTRUCT THE VIEW OF A WATER FEATURE OR A GREENBELT FROM ANOTHER LOT.

W. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED. ANY POOL OR SPA SHALL BE IN-GROUND AND PERMANENT. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING AS REQUIRED BY CODE. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW FROM THE STREET AND ADJACENT LOTS.

X. INTERIOR FENCES.

RESTRICTIONS APPLICABLE TO ALL LOTS.

ALL FENCES AND WALLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. EACH OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF FENCING ON SUCH LOT. NO FENCE SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF ANY LOT.

ALL FENCES SHALL CONFORM TO THE DESIGN GUIDELINES ESTABLISHED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE CONSTRUCTED ENTIRELY OF WOOD, BRICK, STONE, WROUGHT IRON OR OTHER METAL APPROVED BY THE ARCHITECTURAL COMMITTEE HAVING THE APPEARANCE OF WROUGHT IRON ("WROUGHT IRON-STYLE") OR SOME COMBINATION THEREOF. VINYL, CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCES ARE PROHIBITED. WOOD FENCES SHALL BE CONSTRUCTED WITH STEEL POSTS AND SHALL INCLUDE DOUBLE CAP AND TRIM. NO FENCE SHALL EXCEED SIX (6) FEET IN HEIGHT.

NO FENCE OR WALL SHALL BE ALLOWED WHICH, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, UNREASONABLY OBSTRUCTS A VIEW OF A GREENBELT AREA, OR WATER FEATURE FROM ANOTHER LOT.

ANY WOOD FENCE (WHERE ALLOWED) WHICH IS CONSTRUCTED ADJACENT TO A STREET SHALL BE DOUBLE SIDED OR SHALL BE CONSTRUCTED WITH THE PICKETS FACING THE STREET SIDE OF THE FENCE, AND SHALL BE POSITIONED AT LEAST FIVE (5) FEET INSIDE THE PROPERTY LINE. IF SUCH FENCE RUNNING ADJACENT TO A STREET IS MORE THAN TEN (10) FEET LONG, LANDSCAPING OUTSIDE THE FENCE MUST BE INSTALLED BY THE PROPERTY OWNER PURSUANT TO A LANDSCAPE PLAN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE. FENCING ON STREET SIDE SHALL BE SEALED TO PREVENT STAINING FROM IRRIGATION SPRINKLERS.

"WROUGHT IRON-STYLE" FENCES SHALL BE AMERISTAR MONTAGE PLUS THREE RAIL CLASSIC OR APPROVED EQUIVALENT. IN THE EVENT SUCH FENCING SHOULD HEREAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE FENCING SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN WHICH IS SIMILAR TO THE FENCING FIRST DESCRIBED.

RESTRICTIONS APPLICABLE ONLY TO LOTS BACKING UP TO RESERVE AREA "A":

NO FENCE ON ANY LOT ABUTTING RESERVE AREA "A" SHALL EXCEED FIVE (5) FEET IN HEIGHT.

FOR LOTS ABUTTING RESERVE AREA "A" OF BERWICK SOUTH (WEST PROPERTY LINE OF LOTS 4, 5, 6, 7, 8 AND 9, BLOCK 3 AND SOUTH PROPERTY LINE OF LOTS 11 AND 12, BLOCK 3), ANY FENCE INSTALLED ALONG THE PROPERTY LINE ABUTTING SAID RESERVE AREA SHALL BE WROUGHT IRON-STYLE, SHALL BE FIVE (5) FEET IN HEIGHT, AND SHALL BE OF A CONSISTENT STYLE THROUGHOUT AS SPECIFIED BY THE ARCHITECTURAL COMMITTEE.* FOR THE NORTH PROPERTY LINE OF LOT 4, THE NORTH AND SOUTH PROPERTY LINES OF LOTS 5, 6, 7, 8, 9, THE SOUTH PROPERTY LINE OF LOT 10, THE WEST PROPERTY LINE OF LOT 11 AND THE EAST PROPERTY LINE OF LOT 12, FENCING SHALL BE 6' WOOD PRIVACY FENCE AS SPECIFIED BY THE ARCHITECTURAL COMMITTEE, EXCEPT THE WESTERNMOST 8 FEET OF FENCING OF LOTS 4 THRU 9, THE SOUTHERNMOST 8 FEET OF FENCING BETWEEN LOTS 11 AND 12 SHALL TAPER FROM 6 FEET TO 5 FEET TO MATCH HEIGHT OF WROUGHT-IRON ORNAMENTAL FENCING AT WEST PROPERTY LINE. FENCING ALONG THE SOUTH PROPERTY LINE OF LOT 11, WHERE ABUTTING LOT 9, SHALL CONFORM TO THE GUIDELINES SPECIFIED FOR LOT 9. *

*SPECIAL EXCEPTIONS TO THE RESTRICTIONS APPLICABLE ONLY TO LOTS BACKING UP TO RESERVE A

ANY FENCING INSTALLED ALONG THE SOUTH PROPERTY LINE OF LOT 4, BLOCK 3 MAY BE OF A DIFFERENT STYLE AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

ANY FENCING INSTALLED ALONG THE SOUTH PROPERTY LINE OF LOT 10, BLOCK 3 AND THE NORTH PROPERTY LINE OF LOT 9, BLOCK 3 WHICH ABUTS LOT 10, BLOCK 3 MAY BE OF A DIFFERENT STYLE AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

OWNERS OF LOTS 9, 10, 11 AND 12 BLOCK 3 SHALL BE REQUIRED TO MAINTAIN THE AREA BETWEEN ANY RETAINING WALLS AND THE FENCE LINE ON THOSE LOTS. AREA SHALL BE MOWED, TRIMMED AND KEPT IN GOOD CONDITION IN COMPARABLE FORM TO THE BACKYARD OF THE LOTS.

RESTRICTIONS APPLICABLE ONLY TO LOTS BACKING UP TO RESERVE AREA "B":

FOR LOTS ABUTTING RESERVE AREA "B" OF BERWICK SOUTH (WEST PROPERTY LINE OF LOTS 1, 2, 3 AND 4, BLOCK 1) ANY FENCE INSTALLED ALONG OR WITHIN TWENTY-FIVE (25) FEET OF THE PROPERTY LINE ABUTTING SAID RESERVE AREA SHALL BE WROUGHT IRON-STYLE, SHALL BE FOUR (4) FEET IN HEIGHT, AND SHALL BE OF A CONSISTENT STYLE THROUGHOUT AS SPECIFIED BY THE ARCHITECTURAL COMMITTEE.

ANY FENCE ON THE SOUTH PROPERTY LINE OF LOT 1, BLOCK 1 MUST BE INSTALLED BY THE PROPERTY OWNER PURSUANT TO A LANDSCAPE PLAN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

RESTRICTIONS APPLICABLE ONLY TO LOTS BACKING UP TO EXISTING BERWICK I RESIDENCES

FOR LOTS ABUTTING EXISTING RESIDENCES OF BERWICK I (NORTH PROPERTY LINE LOTS 4, 5, 6, 7, 8 AND 9, BLOCK 1) AND NORTH PROPERTY LINE OF LOTS 1, 2 AND 3, BLOCK 2) PRIVACY FENCES MAY BE "DOUBLED-UP" TO CONCEAL EXISTING STEEL FENCING POSTS. FENCING MUST MATCH HEIGHT OF EXISTING FENCING AND FULLY BACK UP TO EXISTING FENCE LINE.

RESTRICTIONS APPLICABLE ONLY TO LOTS BACKING UP TO EVERGREEN BAPTIST CHURCH AMENDED:

FOR LOTS ABUTTING EVERGREEN BAPTIST CHURCH AMENDED (WEST PROPERTY LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16 AND 17, BLOCK 2) ANY FENCE INSTALLED SHALL BE SIX (6) FOOT WOOD PRIVACY FENCE, AS SPECIFIED BY THE ARCHITECTURAL COMMITTEE, WITH THE PICKETS FACING THE RESERVE SIDE OF THE FENCE, MATCHING IN FINISH WITH AND POSITIONED TO ALIGN WITH FENCING AT ADJACENT LOTS.

Y. CLOTHESLINES.

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

Z. MAILBOXES.

ALL MAILBOXES SHALL BE CONSTRUCTED OF MATERIALS, SIZE, LOCATION AND STYLE APPROVED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE UNIFORM FOR EACH NEIGHBORHOOD.

AA. ANIMALS.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT ON ANY LOT, EXCEPT THAT NO MORE THAN FOUR (4) DOGS, CATS OR OTHER CUSTOMARY AND NORMAL HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. ALL PETS MUST BE LEASHED, EXCEPT IN AN ENCLOSED FENCED AREA AND EACH OWNER SHALL BE RESPONSIBLE FOR NOT PERMITTING BARKING OR OTHER NOISE OR ACTIVITY BY SUCH PETS WHICH ARE A NUISANCE TO ADJOINING LOT OWNERS. DOG RUNS ARE PERMITTED BUT MUST NOT BE VISIBLE. NO EXOTIC WILD LIFE SHALL BE PERMITTED.

BB. NOXIOUS ACTIVITIES.

NO NOXIOUS, LOUD, ANNOYING OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

CC. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN SIX (6) SQUARE FEET IN AREA ADVERTISING THE PROPERTY FOR SALE; PROVIDING, HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PROHIBIT SIGNS ADVERTISING THE SUBDIVISION AND HOMES FOR SALE BY THE OWNER OR ITS DESIGNATED BUILDERS.

DD. EXTERIOR LIGHTING, ALARMS AND VIDEO.

NO SPOTLIGHTS, FLOOD LIGHTS OR OTHER HIGH INTENSITY LIGHTING OR ALARMS AND VIDEO AND AUDIO EQUIPMENT SHALL BE PLACED UPON OR UTILIZED UPON ANY LOT IN A MANNER WHICH UNREASONABLY INTERFERES WITH THE ENJOYMENT OF ADJOINING LOTS.

EE. CHIMNEYS.

ALL CHIMNEY CAPS SHALL BE COPPER OR CLAY. ALL CHIMNEYS SHALL BE OF MASONRY OR MASONRY VENEER CONSTRUCTION, EXCEPT THAT THE SIDE FACING THE ROOF MAY BE CONSTRUCTED OF WOOD, MASONITE OR A COMPARABLE SIDING PRODUCT.

FF. GUTTERING, FLASHING AND ROOF VENTS.

ALL DWELLINGS SHALL BE FULLY GUTTERED WITH "TIGHT-LINES" TO DRAIN IN ACCORDANCE WITH DRAINAGE PLAN. ALL EXPOSED EXTERIOR ROOF VENTS, FLASHING AND VALLEYS SHALL BE EITHER COPPER OR ALUMINUM PAINTED TO MATCH THE ROOFTOP. ALL EXTERIOR VENTING SHALL BE IN THE REAR OF THE RESIDENCE, IF POSSIBLE.

GG. LANDSCAPING.

RESTRICTIONS APPLICABLE TO ALL LOTS.

A HARDSCAPE PLAN FOR EACH LOT MUST BE SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY LOT. NO COTTONWOOD, MIMOSA, MULBERRY OR OTHER AESTHETICALLY UNDESIRABLE TREES OR PLANTS SHALL BE USED IN THE LANDSCAPING OF ANY LOT. NO TREES UNDER THREE (3) INCHES IN DIAMETER SHALL BE PLANTED OR MAINTAINED ON A LOT AS PART OF THE INITIAL, APPROVED LANDSCAPING. ALL YARDS SHALL BE FULLY SPRINKLED WITH AN UNDERGROUND, PERMANENT SYSTEM REGULATED BY AN INTERIOR CONTROL SYSTEM. ANY TERRACING MUST BE ACCOMPLISHED WITH HARDSCAPE MATERIALS APPROVED BY THE ARCHITECTURAL COMMITTEE. RAILROAD TIES ARE PROHIBITED. TREES INSTALLED IN THE SUBDIVISION SHE BE MINIMUM OF TWO AND ONE HALF (2.5) INCHES IN DIAMETER.

ALL LOTS MUST BE COMPLETELY SODDED ON THE COMPLETION OF A RESIDENCE AN PRIOR TO THE OCCUPANCY THEROF. THE FRONT AND REAR OF ALL LOTS MUST BE LANDSCAPED UPON COMPLETION OF A RESIDENCE AN PRIOR TO THE OCCUPANCY OF THE HOME ON EACH LOT. THE INITIAL LANDSCAPING SHALL BE AT A COST OF NO LESS THAN $4,000.00 FOR THE FRONT YARD. A MINIMUM OF TWO (2) TREES WILL BE PLANTED IN THE FRONT YARD.

HH. EXTERIOR HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT.

ALL EXTERIOR HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT SHALL BE SCREENED FROM VIEW. NO WINDOW UNITS SHALL BE PERMITTED.

II. UTILITY TRANSFORMERS.

ALL TRANSFORMERS AND SIMILAR EQUIPMENT LOCATED ON A LOT SHALL BE SCREENED FROM VIEW.

Section III. Homeowners Association

A. BERWICK SOUTH HOMEOWNERS ASSOCIATION, INC.

1. FORMATION.

THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE PRIVATE STREETS, ENTRYWAYS, STORM WATER MANAGEMENT AND DETENTION AREAS, RESERVE AREAS, TREES AND OTHER COMMON AREAS, IN ORDER TO ENHANCE THE DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION, WHICH INCLUDES ALL LOTS IN THE ACCOMPANYING PLAT.

2. MEMBERSHIP.

EVERY RECORD OWNER OF A FEE INTEREST OF 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.

3. ASSESSMENTS.

EACH RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION COVENANTS AND AGREES 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 AS DESIGNATED ON THE PLAT AND WITHIN THE SUBDIVISION. THE ANNUAL ASSESSMENT ON EACH LOT SHALL BE A LIEN ON EACH LOT AS SET FORTH IN THE DECLARATION AND THE INSTRUMENT OF FORMATION FOR THE ASSOCIATION FILED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

4. MAINTENANCE.

THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS, FENCE AND LANDSCAPE EASEMENTS ALONG SOUTH MINGO ROAD AND WEST FLORENCE STREET AS DESIGNATED ON THE PLAT, THE COMMON AREA IMPROVEMENTS, PRIVATE STREETS AND LANDSCAPING WITHIN ALL RESERVE AREAS DESIGNATED ON THE PLAT AND THE RESERVE AREAS ARE RESERVED FOR SUBSEQUENT CONVEYANCE BY THE OWNER TO THE ASSOCIATION. THESE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION.

Section IV. Enforcement, Duration, Amendment and Severability

A. ENFORCEMENT.

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. THE PREVAILING PARTY IN ANY SUCH SUIT SHALL BE ENTITLED TO RECOVER A REASONABLE ATTORNEY'S FEE AND THE COSTS OF THE ACTION.

WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED THEREBY. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH IN SECTION I HEREOF WITH RESPECT TO SUCH COVENANTS ONLY, SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATIONS THEREOF. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE CITY SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF.

B. DURATION.

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, UNLESS SOONER TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. SEVERABILITY.

INVALIDATION OF ANY COVENANT OR 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, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

D. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW CITY COUNCIL OR ITS SUCCESSORS AND THE CITY. THE COVENANTS WITHIN SECTION II, BUILDING AND USE RESTRICTIONS AND THE COVENANTS WITHIN SECTION III, HOMEOWNERS ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH TIME AS IT OWNS ANY LOT IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION; PROVIDING, HOWEVER, THAT SO LONG AS THE OWNER OWNS ANY LOT IN THE SUBDIVISION, ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE OWNER. THE OWNER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, RLAND DEVELOPMENT GROUP, L.L.C., HAS EXECUTED THIS INSTRUMENT THIS 25 DAY OF Feb, 2016.

RLAND DEVELOPMENT GROUP, L.L.C.,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
E. BLAKE HASTINGS, ITS MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 25th DAY OF Feb, 2016, PERSONALLY APPEARED E. BLAKE HASTINGS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
_____

NUMBER:
_____

PATRICIA E. WOOD
NOTARY PUBLIC
No. 01007934
EXP. 5/10/2017
IN AND
FOR
STATE OF OKLAHOMA

Certificate of Survey

I, ANDY FRITZ, PLS, A LICENSED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREON AS "BERWICK SOUTH", A SUBDIVISION TO THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 25 DAY OF FEB, 2016.

_____
LICENSED PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 25 DAY OF FEB, 2016, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
06-23-2018

NUMBER:
14005589

JENNIFER FRITZ
NOTARY
#14005589
EXP. 06/23/2018
PUBLIC
STATE OF OKLAHOMA

APPROVED 5/19/15 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA

MAYOR _____

ATTEST: CITY CLERK _____

PT12-110
Berwick South
Sheet 3 of 3