

THAT F & C PARTNERS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BROKEN ARROW, OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE S/2 OF THE NW/4 OF SAID SECTION 8; THENCE NORTH 88°41'59" EAST ALONG THE NORTH LINE OF SAID S/2 OF THE NW/4 FOR 1286.90 FEET;

THENCE SOUTH 01°30'07" EAST FOR 677.17 FEET;

THENCE SOUTH 88°44'10" WEST FOR 651.36 FEET;

THENCE NORTH 01°30'07" WEST FOR 476.76 FEET;

THENCE SOUTH 88°41'59" WEST FOR 635.86 FEET TO THE WEST LINE OF SAID NW/4; THENCE NORTH 01°24'39" WEST ALONG SAID WEST LINE FOR 200.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 13.04 ACRES.

BASIS FOR BEARINGS ARE ASSUMED USING THE WEST LINE OF THE NW/4 OF SECTION 8 AS N01°24'39"W.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 15 LOTS AND 1 BLOCK, AS SHOWN ON THE ATTACHED PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "OAK ESTATES", A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 8, T-17-N, R-14-E, TULSA, COUNTY, STATE OF OKLAHOMA, AND

SECTION I. UTILITY EASEMENTS AND RIGHTS-OF-WAY

THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE OF STREET RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (OAK ESTATES) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL 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 THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO IT'S ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT, THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY BROKEN ARROW, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

A ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE WEST SIDE OF THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES 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 HOUSE AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, 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 THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE HOUSE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH IT'S AUTHORIZED AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO 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.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS 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 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE 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 THE OWNER OR HIS AGENTS OR CONTRACTORS.
6. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. WATER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.
2. WITHIN RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ATTACHED PLAT THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN OR ANY

CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW MUNICIPAL WATER DEPARTMENT, HEREINAFTER REFERRED TO AS "THE CITY", OR IT'S SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
4. THE CITY, OR IT'S SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER FACILITIES OWNED BY IT.
5. THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY THE CITY, OR IT'S SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PROTION OF GAS 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 ON HIS LOT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTANANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENT OR CONTRACTORS.

3. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO BROKEN ARROW OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
2. NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF BROKEN ARROW.
3. THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.
4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, BROKEN ARROW OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, BROKEN ARROW, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT,

SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY BROKEN ARROW.

E. SURFACE DRAINAGE

1. THE 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE COUNTY OF TULSA, OKLAHOMA.

F. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH BROKEN ARROW APPROVAL, 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 SHALL BE ENFORCEABLE BY BROKEN ARROW, AND THE OWNERS OF THE LOT AGREES TO BE BOUND HEREBY.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS WHICH MAY RESULT FROM NECESSARY USE FOR OR MAINTENANCE AND INSTALLATION OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATIONS OR TELEPHONE FACILITIES PROVIDED, HOWEVER, BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY

SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. PRIVATE SANITARY SEWERAGE

1. WITHIN THIS SUBDIVISION, SEWERAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS OR ALTERNATIVE SEPTIC SYSTEMS WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIROMENTAL QUALITY.
2. THE APPROVAL AND RELEASE OF THE PLAT OF THIS SUBDIVISION DOES NOT CONSTITUTE A GUARANTY OR WARRANTY THAT EACH SEPTIC TANK SYSTEM OR ALTERNATIVE SEPTIC SYSTEM WILL FUNCTION PROPERLY.
3. NO SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM SHALL BE INSTALLED WITHIN ANY LOT UNTIL THE PLANS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIROMENTAL QUALITY, AND A PERMIT DULY ISSUED.
4. IF NOT PROVIDED BY THE DEVELOPER, THE OWNER MAY OR MAY NOT BE RESPONSIBLE FOR SUPPLYING PERC TESTING INFORMATION TO THE OKLAHOMA DEPARTMENT OF ENVIROMENTAL QUALITY FOR APPROVAL OF SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEMS.
5. THE SEPTIC SYSTEM OR ALTERNATE SEPTIC SYSTEM, AND THE SEWER SERVICE LINE SHALL BE INSTALLED AND MAINTAINED IN ACCORNCCE WITH THE APPROVED PLANS.
6. TO BE SUBMITTED TO THE OKLAHOMA DEPARTMENT OF ENVIROMENTAL QUALITY SHALL INCLUDE A SEWER LINE LOCATED AND DESIGNED TO PERMIT EFFECTIVE CONNECTION TO FUTURE PUBLIC SANITARY SEWER EXTENSIONS TO THE LOT.
7. SUBSEQUENT TO INSTALLATION OF THE SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM, NO DRIVE, PAVING, SWIMMING POOL, LAWN SPRINKLER SYSTEM, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA OF THE LOT CONTAINING THE SEPTIC TANK, SEPTIC SYSTEM LATERAL LINES OR ALTERNATIVE SEPTIC SYSTEM.

8. THE FOREGOING COVENANTS CONCERNING SEWERAGE FACILITIES SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

I. USE OF RESERVE AREA 'A'

RESERVE AREA 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITY AND OPEN SPACE FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF OAK ESTATES. THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION FOR THE PUROSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

STORMWATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS THE RESERVE AREA (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE COUNTY OF TULSA, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
4. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

5. THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
6. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE COUNTY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
7. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE COUNTY OF TULSA, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/15TH OF THE COSTS.
8. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE COUNTY OF TULSA, OKLAHOMA.

SECTION II PLANNED UNIT DEVELOPMENT

WHEREAS, OAK ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 239) AS PROVIDED WITHIN SECTIONS OF TITLE , BROKEN ARROW REVISED ORDINANCES BROKEN ARROW PLANNING COMMISSION, AND

WHEREAS, PUD NO. WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON _____, AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR BROKEN ARROW, OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE NO. _____ BEING ADOPTED ON _____, AND PUBLISHED ON _____, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW PLANNING COMMISSION ZONING CODE 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 INSURE 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.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

OAK ESTATES SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 239 APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR BROKEN ARROW, OKLAHOMA, AND THE BROKEN ARROW PLANNING COMMISSIONOR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF OAK ESTATES SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW PLANNING COMMISSION ZONING CODE, AS SUCH PROVISIONS EXISTED ON _____.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RS-4 ZONING DISTRICT AND SPECIFICALLY SINGLE-FAMILY RESIDENTIAL HOMES.

D. DEVELOPMENT STANDARDS

1) DEVELOPMENT AREA – SINGLE FAMILY LOTS

PERMITTED USES DETACHED SINGLE FAMILY RESIDENCES
AND CUSTOMARY ACCESSORY USES.

MAXIMUM DWELLING UNITS: 15

MINIMUM LOT WIDTH: 150 FEET

MINIMUM LOT SIZE: 25,100 SQUARE FEET

MINIMUM LIVABILITY SPACE PER LOT: 12,000 SQUARE
FEET

MAXIMUM BUILDING HEIGHT: 40 FEET

MINIMUM BUILDING SETBACKS:

FROM CENTERLINE OF GARNETT	100 FEET
FROM PRIVATE STREET RIGHT OF WAY	10 FEET
FROM OTHER BOUNDARIES OF THE PUD	20 FEET
FROM INTERIOR SIDE LOT LINE	10 FEET

OTHER BULK AND AREA REQUIREMENTS AS SET FORTH
WITHIN AN RS-2 DISTRICT

OFF-STREET PARKING: WITHIN EACH LOT, 2 GARAGE
SPACES SHALL BE PROVIDE

IDENTIFICATION SIGNS: ONE SIGN IDENTIFYING THE SUBDIVISION
AND NOT EXCEEDING 33 SQUARE FEET IN
DISPLAY SURFACES AREA, MAY BE
AFFIXED TO EACH OF THE PLANNED ENTRY
WALLS

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL
CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BROKEN
ARROW PLANNING COMMISSION. THE DEVELOPMENT AND USE OF
OAK ESTATES SHALL BE IN COMPLIANCE WITH THE APPROVED

BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE BROKEN ARROW PLANNING COMMISSIONOR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BROKEN ARROW PLANNING COMMISSION ZONING CODE AS THE SAME EXISTED ON _____.

SECTION III RESTRICTIONS AND COVENANTS

A. HOMEOWNER'S ASSOCIATION

1. THE OWNER AND DEVELOPER OF "OAK ESTATES" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS UNTIL THE ESTABLISHMENT OF "OAK ESTATES" HOMEOWNER ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY TO EACH LOT OWNER, OR PART THEREOF IN "OAK ESTATES", BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT, OR PART THEREOF, OR ONE (1) YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER AND DEVELOPER TO A LOT BUYER-WHICHEVER OCCURS FIRST. THE ASSOCIATION SHALL BE FORMED, AND SHALL FUNCTION ACCORDING TO THE TERMS OF THE ARTICLES OF INCORPORATION, AND THE BY-LAWS. NOTICE OF THE EFFECTIVE DATE OF FORMAL ESTABLISHMENT OF THE ASSOCIATION SHALL BE FILED AT THE OFFICE OF THE COUNTY CLERK, BROKEN ARROW, OKLAHOMA, AND INDEXED TO THE PLAT OF "OAK ESTATES".
2. DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS OF THE ARTICLES AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES OR ASSESMENTS. DUES OF THE ASSOCIATION SHALL BE TERMED 'BASED DUES'. BASE DUES SHALL BE DEFINED AS THOSE NECESSARY TO CONDUCT BUSINESS AND PROVIDE FOR THE COMMON GOOD OF ALL LOT OWNERS IN "OAK ESTATES" AND THEY SHALL EVENLY APPLIED. MAINENANCE OF COMMON AREAS ARE FOR THE COMMON GOOD, AND THEY SHALL INCLUDE: THE ENTRYWAY FEATURE, INCLUDING TREES AND LANDSCAPING,

SPRINKLER SYSTEMS (IF ANY), LIGHTING, AND FENCING (INCLUDING THE FENCE MAINTAINED ON SOUTH GARNETT AVENUE, ASPHALT STREETS AND STORM SEWERS LOCATED WITHIN THE MUTUAL ACCESS EASEMENT AREA AND THE RESERVE AREA 'A' AS DESIGNATED BY THE PLAT FOR "OAK ESTATES". PAYMENT OF DUES OR ASSESSMENTS ESTABLISHED BY THE HOMEOWNER'S ASSOCIATION SHALL BE MANDATORY ACCORDING TO THE ARTICLES OF INCORPORATION AND/OR BY-LAWS OF THE ASSOCIATION. THE DUES WILL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE ASSOCIATION, AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE ASSOCIATION. EQUALITY OF DUES TO EACH LOT OWNER IS REQUIRED.

B. ARCHITECTURAL COMMITTEE

1. OAK ESTATES ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. CHRIS JOHNSEN AND HIS SUCCESSORS AND ASSIGNS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER AT A POINT IN TIME MUTUALLY AGREEABLE TO THE "OAK ESTATES" HOMEOWNERS ASSOCIATION, THE UNDERSIGNED OWNER AND DEVELOPER, A DULY ELECTED ARCHITECTURAL COMMITTEE SHALL BE FORMED CONSISTING OF MEMBERS OF THE ASSOCIATION.
2. NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN "OAK ESTATES" UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAVE BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY ONE (21) DAYS OF RECEIPT OF SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S

PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON DECEMBER 1, 2025. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

3. SQUARE FOOTAGE

ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 3000 SQUARE FEET OF LIVING AREA. ONE AND ONE-HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 3500 SQUARE FEET OF LIVING AREA WITH A MINIMUM OF 2500 SF ON THE FIRST FLOOR.

4. STEMWALLS

CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE OR STUCCO.

5. GARAGES

A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. CARPORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE, AND THE PLANS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

6. DRIVEWAYS

MINIMUM DRIVEWAY CULVERT SIZES ARE SHOWN ON THE PLAT. THE CULVERT SIZE SELECTED SHALL NOT BE GREATER THAN AN EXISTING DOWNSTREAM DRIVEWAY CULVERT. ALL DRIVEWAY IMPROVEMENTS SHALL BE SUBJECT TO REVIEW BY ARCHITECTURAL COMMITTEE. THE LOCATION, SIZE AND MATERIALS USED FOR DRIVEWAY HEADWALLS AND CULVERTS SHALL MEET OAK ESTATES ARCHITECTURAL COMMITTEE'S STANDARD. THE FINISHED GRADE OF THE DRIVEWAY AT THE CENTERLINE OF THE DITCH SHALL BE A MINIMUM OF 6" LOWER THAN EDGE OF EXISTING PAVEMENT ADJACENT TO THE DRIVEWAY.

7. RETAINING WALLS

RETAINING WALLS SHALL BE BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

8. WASHING OUT OF CONCRETE TRUCKS

THERE SHALL BE NO WASHING OUT OF READY MIX CONCRETE TRUCKS ON ANY PROPERTY EXCEPT THAT IN WHICH THE CONCRETE IS BEING USED. LOT OWNER IS RESPONSIBLE FOR COMPLYING WITH THIS.

9. PRE EXISTING BUILDINGS

NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

10. OUT BUILDINGS

OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY

RESIDENCE. NO PART OF OUT BUILDING SHALL BE CONSTRUCTED WITHIN TWENTY FIVE (25) FEET OF ANY PROPERTY LINE.

11. FENCES

- A. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH "D" BELOW.
- B. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH "D" BELOW.
- C. FENCES SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR CHAIN LINK, AS PER ARCHITECTURAL COMMITTEE'S APPROVED DETAIL. IF CHAIN LINK, THE LINKS SHALL BE EITHER GREEN OR BLACK, AND ALL SUPPORT POSTS SHALL BE WOOD WITH A WOOD CAP RAIL. IF PRIVACY FENCE IS BUILT, IT SHALL BE SIX (6) FOOT IN HEIGHT AND BE CONSTRUCT OF DOG EARED WOOD PICKETS, WITH THE PICKETS FACING THE STREET OR NEIGHBOR (GOOD SIDE OUT). AS PER ARCHITECTURAL COMMITTEE'S APPROVED DETAIL. ALL FENCED SHALL BE REVIEWED BY THE ARCHITECTURAL COMMITTEE, EXCEPTIONS CAN BE MADE UPON WRITTEN APPROVAL BY THE ARCHITECTURAL COMMITTEE.
- D. ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE (3) FEET IN HEIGHT, COMPATABLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

FENCE HEIGHT ALONG SOUTH GARNETT ROAD SHALL BE FIVE (5) FOOT IN HEIGHT AND BE CONSTRUCTED OF BLACK CHAIN LINK FENCE WITH WOOD SUPPORT POSTS AND A WOOD CAP RAIL. (AS PER ARCHITECTURAL COMMITTEE'S APPROVED DETAIL.)

WOOD PRIVACY FENCE 6' IN HEIGHT ALLOWED ONLY ON PERIMETER LOTS WITHIN THIS PLAT BOUNDARY. WOOD PRIVACY FENCE SHALL BE CONSTRUCTED WITH STEEL POSTS.

ALL INTERNAL FENCING SHALL BE EITHER BLACK CHAIN LINK FENCE WITH WOOD SUPPORT POSTS AND A WOOD CAP RAIL OR ORNAMENTAL FENCING AS APPROVED BY THE ARCHITECTURAL COMMITTEE

12. ROOF

A. COMPOSITION SHINGLES WITH A SIMULATED "WEATHERED WOOD" COLOR SHALL BE USED ON ALL RESIDENCES IN "OAK ESTATES". OTHER ROOF MATERIALS MAY BE APPROVED BY THE ARCHITECTURAL COMMITTEE UPON WRITTEN REQUEST.

B. RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 7/12. PORCHES OR COVERED PATIOS MAY HAVE A 4/12 PITCH. A ROOF PITCH OF LESS THAN 4/12 IS NOT PERMITTED.

SHEET METAL, ALUMINUM VENTS FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED.

ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL, AIRCONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED.

13. MASONRY

MINIMUM OF 100% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS UP TO THE FIRST FLOOR PLATE LINE. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.

14. POOLS

OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. CHILDREN'S WADING OR PLAY POOLS OF A TEMPORARY NATURE ARE PERMITTED. LOTS WITH SWIMMING POOLS SHALL PROVIDE SUFFICIENT SECURITY FENCING SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETSCAPE.

15. LIGHTING

EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.

16. ANTENNAS / SATELLITE DISHES

OUTSIDE ELECTRONIC RECEPTION DEVICES OTHER THAN 18" SATELLITE DISHES SHALL BE CONFINED TO THE BACK YARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD THEIR VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL.

17. TRAILERS / VEHICLES

BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS UNLESS IT IS CONFINED TO THE BACK YARD WITH SUFFICIENT FENCING TO SHIELD IT'S VIEW FROM ADJOINING PROPERTY OWNERS. NO PART OF MOTOR HOMES MAY BE WITHIN TWENTY FIVE (25) OF ANY PROPERTY LINE.

18. TRASH

THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER, AND NOXIOUS WEEDS. ALL TRASH, GARBAGE, RUBBISH, OR LITTER SHALL BE KEPT IN CONTAINERS ADEQUATE FOR THAT PURPOSE AND SHALL BE STORED AND CONCEALED FROM VIEW UNTIL THE DESIGNATED DATE FOR COLLECTION.

19. CLOTHES LINES

NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

20. GENERAL UP KEEP

ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

21. SIGNS

NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE".

22. NOISE

EXCESSIVE NOISE THAT INTRUDES ON THE PEACEFUL ENJOUMENT OF A RESIDENTIAL PROPERTY IS NOT PERMITTED.

23. MAILBOXES

SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN "OAK ESTATES" BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN "OAK ESTATES" SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 6 INCHES FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

24. FIREPLACE

ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE AN ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP. SHEET METAL OR ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED.

25. TREES

RESIDENCES ARE ENCOURAGED TO PLANT TREES FOR THE BEAUTIFICATION OF THE NEIGHBORHOOD. THE INITIAL OCCUPANT OF A NEW HOME SHALL BE REQUIRED TO PLANT A MINIMUM OF 3 SHADE TREES IN THE FRONT YARD, AND 3 SHADE TREES IN THE BACK YARD WITHIN 9 MONTHS OF OCCUPANCY. THE MINIMUM CALIPER SHALL BE

2 INCHES AS MEASURED 6 INCHES ABOVE THE GROUND (ABOVE THE TOP OF THE ROOT BALL).

26. PRESERVATION OF TREES

IT SHALL BE DULY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING TREES. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES.

27. SPRINKLER SYSTEM

EACH HOMEOWNER SHALL INSTALL, OPERATE AND MAINTAIN AN UNDERGROUND IRRIGATION OR SPRINKLING SYSTEM FOR THE PURPOSE OF PROPERLY IRRIGATING AND WATERING THE TREES AND LANDSCAPING.

28. STORAGE OF MATERIALS

NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITHIN NINE (9) MONTHS. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

29. LANDSCAPING

ALL LOTS SHALL BE LANDSCAPED WITHIN 60 DAYS AFTER FINAL INSPECTION.

30. ARCHITECTURAL ELEVATION

RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE BUILT WITHIN 500 FEET OF EACH OTHER.

31. ANIMALS / LIVESTOCK

NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

32. WINDOWS

IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

33. SEPARATION OF STRUCTURES

THE MINIMUM SEPARATION DISTANCE FROM ADJACENT STRUCTURES SHALL BE 30 FEET. IF AN ADJACENT STRUCTURE HAS NOT BEEN BUILT THE MINIMUM SIDE YARD SHALL BE 15 FEET.

34. LOT SPLITS

LOT SPLITS, IF APPROVED BY THE GOVERNING MUNICIPALITY, SHALL NOT RESULT IN A LOT HAVING LESS THAN TWENTY FIVE (25,000) SQUARE FEET OF THE LOT AREA. THE MAXIMUM NUMBER OF LOTS IN OAK ESTATES SHALL NOT, AT ANYTIME, EXCEED FIFTEEN (15) LOTS.

35. HOMEOWNER COMPLIANCE

EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, COUNTY, OR LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS REGARDING USE AND OCCUPANCY OF OWNER'S PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING, LAND USE, AND HEALTH AND SAFETY ISSUES.

36. LEASING / RENTING RESIDENCE

IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY TENANT(S) OF THE EXISTANCE OF

"OAK ESTATES" HOMEOWNERS ASSOCIATION, AND THE TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. A COPY OF THE COVENANTS SHALL BE PROVIDED BY OWNER TO TENANT(S). THE OWNER SHALL ENDEAVOR TO INSURE THAT THE TENANT(S) SHALL COMPLY WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT(S) AND THE ADDRESS AND PHONE NUMBER WHERE THE LOT OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNERS ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT(S) AND ANY ACTION OR INACTION ON THE PART OF THE TENANT(S).

37. THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION, AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN "OAK ESTATES" OR THE OVERALL APPEARANCE OF "OAK ESTATES" SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.
38. THE OWNER AND DEVELOPER OF "OAK ESTATES" RESERVES THE RIGHT IN IT'S SOLE DESCRETION AND WITHOUT JOINDER OF ANY OF THE

OWNERS OF ANY OTHER LOT AT ANY TIME SO LONG AS IT IS OWNER OF TWO OR MORE LOTS TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION 2 BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE COUNTY CLERK'S OFFICE AT THE COURT HOUSE OF BROKEN ARROW, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF "OAK ESTATES" HOMEOWNER'S ASSOCIATION, THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY PERCENT OF THE MEMBER OF THE ASSOCIATION.

IN WITNESS WHEREOF, F & C PARTNERS, LLC., HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____ 2015

MEMBER/MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____ 2015 BY _____
AS MEMBER/MANAGER OF F & C PARTNERS, LLC.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF SURVEY

