

5599

SOUTHTOWNE ESTATES

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA

A SUBDIVISION OF PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (E/2 W/2 NW/4) AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (E/2 NW/4 SW/4) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4 SW/4) AND THE EAST 2.6 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4 SW/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEROF.

OWNER

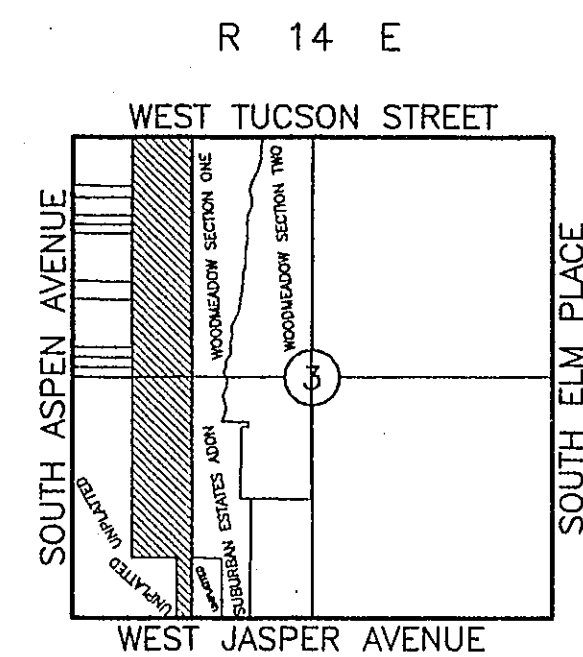
SOUTHTOWNE ESTATES, L.L.C.
C/O CONSOLIDATED CONSTRUCTION
1621 S. EUCALYPTUS AVE.
BROKEN ARROW, OKLAHOMA 74011
PHONE: (918) 258-5183

SURVEYOR

TUTTLE & ASSOCIATES, INC.
9718 E. 55TH PL.
TULSA, OKLAHOMA 74146
(918) 663-5567
CERTIFICATE OF AUTHORITY CA 465
EXPIRATION 6-30-03

ENGINEER

ARAND & ASSOCIATES, INC.
6512 E. 84TH STREET
TULSA, OKLAHOMA 74146
(918) 523-2570
CERTIFICATE OF AUTHORITY CA 2783
EXPIRATION 6-30-03



LOCATION MAP

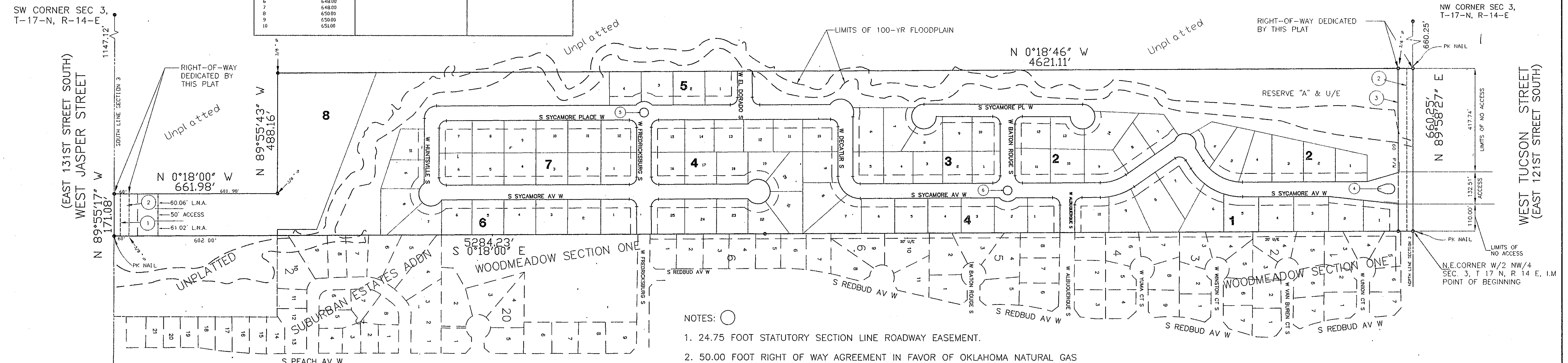
SCALE: 1"=200'

SUBDIVISION CONTAINS
EIGHTY-SIX (86) LOTS IN
EIGHT (8) BLOCKS
FIVE (5) RESERVE AREAS
"A", "B", "C", "D" AND "E"
TOTAL AREA: 72.60 ACRES

CURVE TABLE			
POLYGON NUMBER	RADIUS	DELTA	LENGTH
1	217.50*	122°00'00"	220.17'
2	45.00*	176°47'05"	138.85'
3	212.50*	34°42'18"	128.71'
4	30.00*	89°43'34"	46.98'
5	30.00*	90°16'26"	47.27'
6	50.00*	270°00'00"	235.62'
7	30.00*	90°00'00"	47.12'
8	30.00*	90°00'00"	47.12'
9	50.00*	270°00'00"	235.62'
10	30.00*	89°43'34"	46.98'
11	30.00*	90°16'26"	47.27'
12	45.00*	96°22'45"	75.70'
13	60.00*	90°16'26"	94.53'
14	30.00*	90°17'13"	47.27'
15	60.00*	90°17'13"	94.55'
16	53.00*	164°03'44"	151.76'
17	30.00*	90°00'00"	47.12'
18	30.00*	90°00'00"	47.12'
19	45.00*	96°22'45"	75.70'
20	30.00*	96°17'15"	47.27'
21	30.00*	89°42'45"	46.97'
22	30.00*	90°16'29"	47.27'
23	30.00*	89°43'31"	46.98'
24	30.00*	90°16'29"	47.27'
25	30.00*	89°43'31"	46.98'
26	50.00*	296°15'35"	249.01'
27	60.00*	89°37'18"	93.85'
28	50.00*	89°37'18"	78.21'
29	60.00*	90°21'52"	94.63'
30	50.00*	206°31'21"	180.23'
31	30.00*	92°42'58"	48.54'

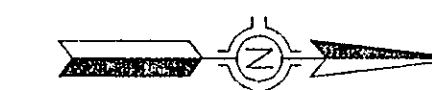
* - DATA IS CENTERLINE INFORMATION

LOT	BLOCK	MIN FLOOR ELEVATION	LOT	BLOCK	MIN FLOOR ELEVATION	LOT	BLOCK	MIN FLOOR ELEVATION
1	1	665.00	1	4	671.00	1	5	638.00
2	1	669.00	2	4	669.00	2	5	637.00
3	1	670.00	3	4	668.00	3	5	636.00
4	1	670.00	4	4	666.00	4	5	635.00
5	1	669.00	5	4	664.00	5	5	640.00
6	1	668.00	6	4	662.00	6	5	637.00
7	1	662.00	7	4	660.00	7	5	636.00
8	1	668.00	8	4	660.00	8	5	632.00
9	1	670.00	9	4	656.00	9	5	630.00
10	1	671.00	10	4	647.00	10	5	628.00
11	1	659.00	11	4	647.00	11	5	625.00
12	1	659.00	12	4	644.00	12	5	624.00
13	1	659.00	13	4	647.00	13	5	623.00
14	1	658.00	14	4	646.00	14	5	623.00
15	1	657.00	15	4	644.00	15	5	620.00
16	1	654.00	16	4	647.00	16	5	620.00
17	1	651.00	17	4	651.00	17	5	637.00
18	1	656.00	18	4	654.00	18	5	635.00
19	1	660.00	19	4	656.00	19	5	632.00
20	1	662.00	20	4	658.00	20	5	627.00
21	1	664.00	21	4	658.00	21	5	627.00
22	1	654.00	22	4	655.00	22	5	630.00
23	1	653.00	23	4	652.00	23	5	632.00
24	1	651.00	24	4	646.00	24	5	634.00
25	1	661.00	25	4	644.00	25	5	636.00
26	1	660.00						
27	1	659.00						
28	1	658.00						
29	1	657.00						
30	1	648.00						
31	1	650.00						
32	1	650.00						

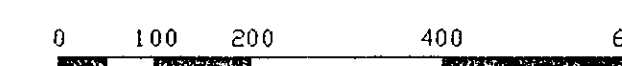


NOTES:

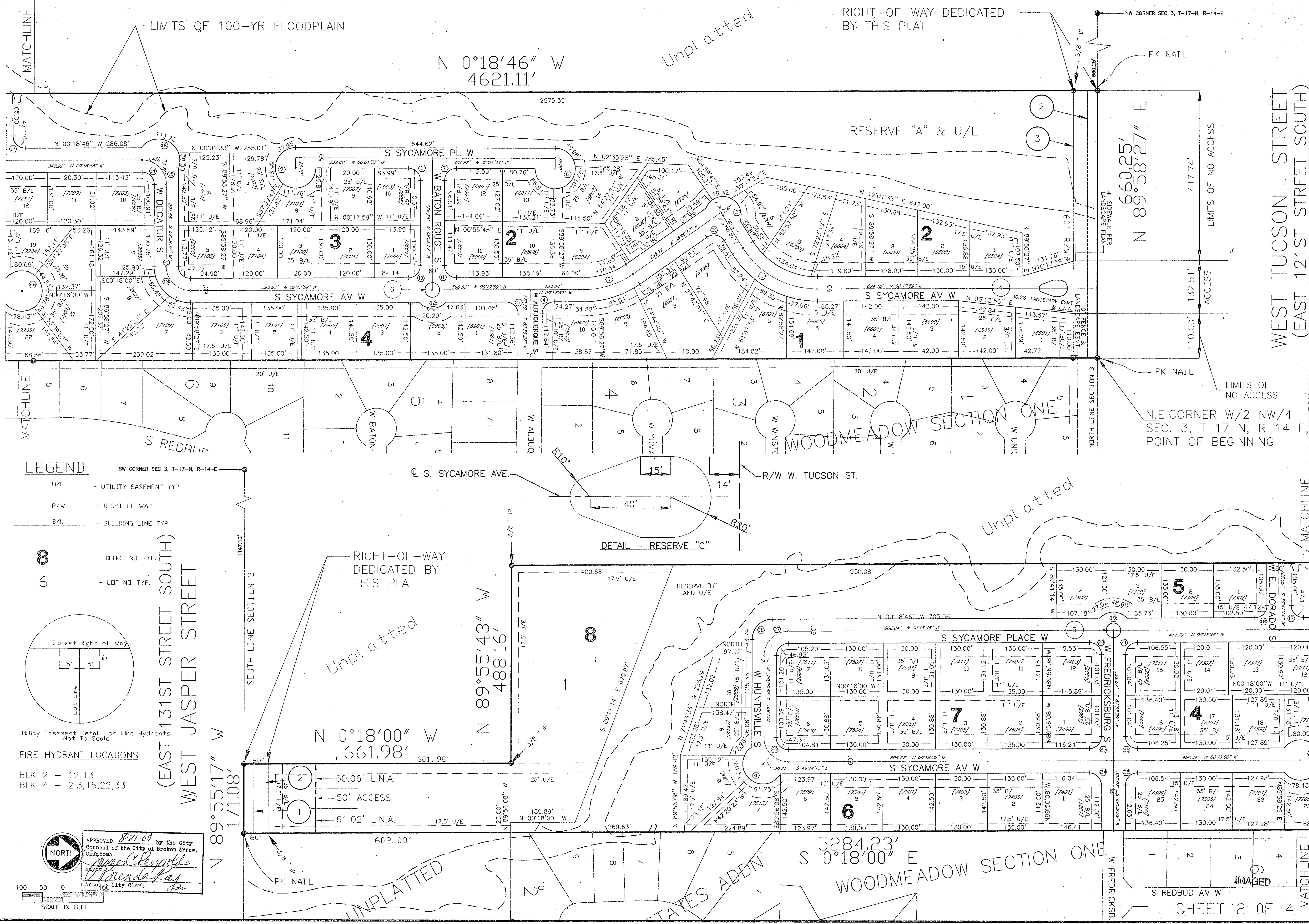
- 24.75 FOOT STATUTORY SECTION LINE ROADWAY EASEMENT.
- 50.00 FOOT RIGHT OF WAY AGREEMENT IN FAVOR OF OKLAHOMA NATURAL GAS COMPANY, DATED AUGUST 31, 1965, FILED SEPTEMBER 28, 1965, AND RECORDED IN BOOK 3629 AT PAGE 186.
- 25.00 FOOT RIGHT OF WAY AGREEMENT IN FAVOR OF OKLAHOMA NATURAL GAS COMPANY, DATED MAY 26, 1977, FILED AUGUST 15, 1977, AND RECORDED IN BOOK 4278 AT PAGE 2364.
- RESERVE "C"
- RESERVE "D" - A 35' DIAMETER CIRCLE CENTERED IN THE R/W OF THE INTERSECTING STREETS.
- RESERVE "E" - A 35' DIAMETER CIRCLE CENTERED IN THE R/W OF THE INTERSECTING STREETS.



Scale: 1"=200'

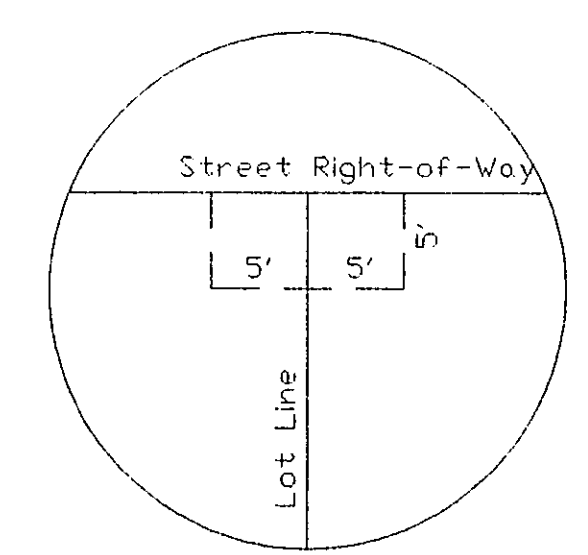


IMAGED



LEGEND:

- U/E - UTILITY EASEMENT TYP.
- R/W - RIGHT OF WAY
- B/L - BUILDING LINE TYP.
- 8 - BLOCK NO. TYP.
- 6 - LOT NO. TYP.



Utility Easement Detail For Fire Hydrants
Not To Scale

FIRE HYDRANT LOCATIONS

- BLK 2 - 12,13
- BLK 4 - 2,3,15,22,33

APPROVED 8-21-00 by the City Council of the City of Broken Arrow, Oklahoma.

James C. Reynolds
Mayor

P. Brenda Kay
Attaching City Clerk

NORTH

100 50 0
SCALE IN FEET

(EAST 131ST STREET SOUTH)
WEST JASPER STREET

N 89°55'17" W
171.08'

SOUTH LINE SECTION 3

SW CORNER SEC 3, T-17-N, R-14-E

PK NAIL

60.06' L.N.A.

50' ACCESS

61.02' L.N.A.

602.00'

17.5' U/E

25' U/E

159.89'

N 0°18'00" W

601.98'

661.98'

RIGHT-OF-WAY DEDICATED BY THIS PLAT

Unplatted

N 89°55'43" W

488.16'

17.5' U/E

3/8" IP

400.68'

17.5' U/E

RESERVE "B" AND U/E

Unplatted

8

1

2

3

4

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SOUTHTOWNE ESTATES
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, SOUTHTOWNE ESTATES, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (E/2 W/2 NW/4) AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (E/2 NW/4 SW/4) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4 SW/4) AND THE EAST 2.6 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4 SW/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. SAID TRACT CONTAINING 72.6 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO EIGHTY SIX (86) LOTS, 8 BLOCKS, FIVE (5) RESERVES, AND STREETS AS SHOWN ON THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF, AND THE OWNER HAS GIVEN TO SAID PLAT, THE NAME OF "SOUTHTOWNE ESTATES", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE "SOUTHTOWNE ESTATES" AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, 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 "SOUTHTOWNE ESTATES" AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE FOREVER THE STREETS, RIGHTS-OF-WAY, UTILITY EASEMENTS AND RESERVE AREAS AS DESIGNATED AND SHOWN ON THE ACCOMPANYING 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 LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, AND OTHER SERVICES CAPABLE OF BEING PROVIDED, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERE TO, WITH RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE UNDERSIGNED OWNER HEREBY RESERVES TO ITSELF, AND ITS 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 AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF EASEMENT AREAS SHOWN ON THE PLAT, BOTH FOR THE PURPOSE OF FURNISHING SERVICES TO THE AREA INCLUDED WITHIN THE PLAT; THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE RESTRICTED WATER LINE, SEWER LINE OR UTILITY AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

A. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES

- (1) OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED ALONG THE NORTH AND EAST BOUNDARIES IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS AND STREETS.
- (2) ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE UNDERGROUND SERVICE LINES AND/OR CABLES TO ALL BUILDINGS PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE LINE OR CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE OR CABLE, EXTENDING FROM THE POLE, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING. THE OWNER OF EACH LOT MAY GRANT ADDITIONAL EASEMENTS AS NEEDED FOR ABOVE SAID SERVICES.
- (3) THE SUPPLIERS OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.
- (4) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATIONS OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH FACILITIES. THE RESPECTIVE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SAID UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR HIS AGENT OR CONTRACTORS.
- (5) THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY VARIOUS AND RESPECTIVE SUPPLIERS OF SUCH SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER AND SANITARY SEWER SERVICE

- (1) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS AND/OR PUBLIC SANITARY SEWER FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN. ALL GROUND LEVEL APERTURES, TO INCLUDE VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.
- (2) THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.
- (3) THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.
- (4) THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING WATER AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

- (1) THE SUPPLIERS OF GAS SERVICE, THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.
- (2) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.
- (3) THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIERS OF SAID SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" (LNA) EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

E. STORM SEWER

- (1) THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO THE UTILITY EASEMENTS AND THE RESERVE AREA FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.
- (2) NO FENCE, WALL, OR BUILDING WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM, SHALL BE PROHIBITED.
- (3) THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.
- (4) THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

F. RESERVES

- (1) FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN "SOUTHTOWNE ESTATES" AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER REFERRED TO AS THE "CITY"), THE OWNER HEREBY ESTABLISHES AND GRANTS A PERPETUAL EASEMENT IN, OVER, AND ACROSS THE RESERVES "A" AND "B" FOR THE PURPOSES SET FORTH IN SECTION 1 OF THIS DEED OF DEDICATION AND FOR THE FURTHER PURPOSES OF PERMITTING THE OVERLAND FLOW OF STORM WATER FROM THE VARIOUS LOTS WITH "SOUTHTOWNE ESTATES". RESERVES "A" AND "B" SHALL BE OWNED, DEVELOPED AND MAINTAINED BY THE OWNERS OF THE LOTS WITHIN "SOUTHTOWNE ESTATES" FOR THEIR EXCLUSIVE USE AND ENJOYMENT.
- (2) RESERVES "C", "D", AND "E" ARE SET ASIDE FOR LANDSCAPING PURPOSES AND ARE OF THE STREETS IN WHICH THEY ARE LOCATED. LANDSCAPING RESERVES "C", "D", AND "E" SHALL BE DEVELOPED AND MAINTAINED BY THE OWNERS OF THE LOTS WITHIN "SOUTHTOWNE ESTATES".
- (3) IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVES AND EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OR ITS DESIGNATED CONTRACTOR MAY ENTER THE RESERVE AND EASEMENT AREAS AND PERFORM SUCH GROUNDS MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- (4) THE COVENANTS ABOVE SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BOTH BURDEN AND BENEFIT THE LOTS WITHIN "SOUTHTOWNE ESTATES", AND SHALL BE BINDING UPON AND ENFORCEABLE BY THE ASSOCIATION AND THE OWNERS OF THE LOTS WITHIN "SOUTHTOWNE ESTATES" AND THEIR SUCCESSORS IN TITLE, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE CITY.
- (5) NOTHING ABOVE SET FORTH SHALL MODIFY THE OBLIGATION OF THE CITY AND THE SUPPLIER OF ANY UTILITY OR SERVICE FOR MAINTENANCE OF ANY SERVICE, PUBLIC UTILITY OR FACILITY THAT NOW OR HEREAFTER BE LOCATED WITHIN THE RESERVES PURSUANT TO THE GRANT WITHIN SECTION 1 OF THIS DEED OF DEDICATION OF A GENERAL UTILITY EASEMENT ON, OVER, AND ACROSS RESERVES "A" AND "B".

G. FENCE AND LANDSCAPE EASEMENTS

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE HOME OWNERS ASSOCIATION OF "SOUTHTOWNE ESTATES". THE FENCE AND LANDSCAPE ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING, AND FOR THE PURPOSES OF MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG LOTS CONTAINING SUCH EASEMENTS.

H. SIDEWALKS

- (1) SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNERS OF EACH LOT AT SUCH OWNERS EXPENSE PER THE REAL ESTATE CONTRACT OF SALE. THE SIDEWALK ABUTTING A LOT SHALL BE COMPLETED ACCORDING TO CITY OF BROKEN ARROW SPECIFICATIONS PRIOR TO INITIAL OCCUPANCY OF THE STRUCTURE ON THE ABUTTING LOT.

SECTION II. HOMEOWNERS ASSOCIATION & ARCHITECTURAL COMMITTEE

A. HOMEOWNERS ASSOCIATION

- (1) THE OWNERS AND DEVELOPERS OF "SOUTHTOWNE ESTATES" HEREBY PROVIDE FOR THE ESTABLISHMENT OF THE SOUTHTOWNE ESTATES HOMEOWNERS ASSOCIATION. THE OWNERS AND DEVELOPERS SHALL BE RESPONSIBLE FOR FILING A CERTIFICATE OF INCORPORATION ESTABLISHING SUCH ASSOCIATION WITH THE SECRETARY OF STATE, STATE OF OKLAHOMA, AND NOTICE OF SUCH FILING WITH THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, AND INDEXED TO THE PLAT OF "SOUTHTOWNE ESTATES". THE ASSOCIATION SHALL FUNCTION ACCORDING TO THEIR CERTIFICATE OF INCORPORATION AND BY-LAWS. THE OWNERS AND DEVELOPERS AND/OR THEIR DESIGNATED REPRESENTATIVES SHALL INITIALLY SERVE AS THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE ASSOCIATION SHALL BE A NON-PROFIT CORPORATION AND WHEN DEEMED APPROPRIATE BY THE OWNERS AND DEVELOPERS, A SPECIAL MEETING OF THE MEMBERSHIP SHALL BE HELD TO ELECT A BOARD OF DIRECTORS AND OFFICERS. THEREAFTER, THE DULY ELECTED DIRECTORS AND OFFICERS SHALL BE RESPONSIBLE FOR THE MANAGEMENT OF THE ASSOCIATION. THE DUES WILL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE RESERVE AREAS AND OTHER AREAS OF INTEREST TO THE MEMBERSHIP, AND TO CONDUCT THE BUSINESS OF THE ASSOCIATION. THE CERTIFICATE OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION ALONG WITH THIS PROVISION OF THE DEED OF DEDICATION SHALL PROVIDE THE ASSOCIATION WITH LEGAL AUTHORITY TO PLACE A LIEN ON THE PROPERTY OF ANY LOT OWNER(S) FOR NONPAYMENT OF DULY AUTHORIZED DUES OR ASSESSMENTS.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE ADDITION SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF SUCH LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

B. ARCHITECTURAL COMMITTEE

- (1) AN ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. LANCE LUCK, JIM OLSON, GERALD COAST, AND STEVE COAST SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. EACH OF THEM MAY APPOINT A SINGLE ADDITIONAL MEMBER. AT A TIME MUTUALLY AGREEABLE TO THE SOUTHTOWNE ESTATES HOMEOWNERS ASSOCIATION AND THE OWNERS AND DEVELOPERS, DULY ELECTED ARCHITECTURAL COMMITTEES SHALL BE FORMED FROM MEMBERS OF THE ASSOCIATION.
- (2) NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL COMMITTEE COMPOSED OF LANCE LUCK, JIM OLSON, GERALD COAST AND STEVE COAST OR THEIR DULY AUTHORIZED REPRESENTATIVE, OR SUCCESSORS. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBERS SHALL HAVE THE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HERE UNDER AS THEIR PREDECESSORS. 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 FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE CONSTRUCTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE METHODS, 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 OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THE SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL BE LIMITED TO THE REVIEW AND APPROVAL OF PLANS AND PLOT PLANS SUBMITTED TO EACH OF THE LOTS IN THIS SUBDIVISION, OR ON JANUARY 2, 2015, THEREAFTER, THE APPROVAL DESCRIBED IN THE COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, AND EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS IN THE SOUTHTOWNE ESTATES, EXECUTED AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE SAME POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

SECTION III. DEVELOPMENT AND CONSTRUCTION STANDARDS SOUTHTOWNE ESTATES

- (1) ALL LOTS IN THE SOUTHTOWNE ESTATES SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY.
- (2) IN THE EVENT THE ARCHITECTURAL STYLE OF THE HOME NECESSITATES AN EXPOSED CONCRETE STEMWALL, NOT MORE THAN 8 INCHES OF THE STEMWALL SHALL BE VISIBLE. ADDITIONALLY, WHATEVER PORTION IS EXPOSED SHALL BE PAINTED, SO THAT IT MATCHES THE MATERIAL ADJACENT TO IT. LANDSCAPING SHALL BE POSITIONED ALONG EXPOSED CONCRETE STEM WALL AREAS TO MINIMIZE ITS VISIBILITY. NO CONCRETE BLOCKS SHALL BE EXPOSED.
- (3) RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE BUILT ON ADJACENT LOTS, OR ON A LOT DIRECTLY ACROSS THE STREET, OR ON A LOT ADJACENT TO A LOT DIRECTLY ACROSS THE STREET.
- (4) A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE BUILT ON EACH LOT. GARAGES SHALL BE ENCLOSED AND ATTACHED (CARPORTS ARE NOT PERMITTED). A SIDE ENTRY GARAGE IS PREFERRED. FRONT ENTRY MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE.
- (5) FIREPLACE CHIMNEYS FRONTING ANY STREET, WHETHER PREFAB OR FULL MASONRY, SHALL BE VENEERED WITH BRICK, STONE, OR STUCCO. ALL NON MASONRY FIREPLACE CHIMNEYS SHALL HAVE ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED.
- (6) NO PREEXISTING OR OFFSITE BUILT RESIDENCE OR OTHER PERMANENT STRUCTURE MAY BE MOVED ONTO ANY LOT. NO OUT BUILDING OR OTHER PERMANENT STRUCTURE SHALL BE BUILT WITHOUT THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. OUT BUILDINGS OR OTHER PERMANENT STRUCTURES ARE PERMITTED WITH PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE EXTERIOR MATERIALS MUST CONFORM TO THE AESTHETICS OF THE PRIMARY HOUSING STRUCTURE. RETAINING WALLS THAT DO NOT REQUIRE A CITY OF BROKEN ARROW BUILDING PERMIT DO NOT REQUIRE ARCHITECTURAL APPROVAL.

7. FENCES

- (A) NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF ANY RESIDENCE, EXCEPT THAT ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE (3) FEET IN HEIGHT MAY BE BUILT FORWARD OF THE FRONT BUILDING LINE WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
- (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 CORNER, EXCEPT AS PROVIDED FOR IN 7(A).
- (C) FENCES OTHER THAN WOOD, WROUGHT IRON, BRICK, OR NATURAL STONE MAY BE APPROVED BY THE ARCHITECTURAL COMMITTEE. CHAIN LINK, BARBED WIRE, WIRE MESH OR OTHER METAL FENCING SHALL NOT BE PERMITTED.
- (D) FENCES OR OTHER OBSTRUCTIONS SHALL NOT IMPEDE THE FLOW OF STORM OR SURFACE WATER ACROSS THE LOT.
- (E) EACH LOT SHALL BE FINISH GRADED TO DRAIN IN A MANNER THAT WILL RESIST EROSION ON ADJACENT LOTS. HOMEOWNERS ARE PROHIBITED FROM ACCUMULATING OR OTHERWISE CONCENTRATING RAINWATER AND DISCHARGING IT IN A WAY THAT CAUSES DAMAGE TO AN ADJACENT PROPERTY. THIS PROVISION SHALL NOT RESTRICT A HOMEOWNERS RIGHT TO DISCHARGE WATER IN ITS NATURAL HISTORICAL DIRECTION OF FLOW.
- (F) ROOFING ON ALL RESIDENCES IN SOUTHTOWNE ESTATES SHALL BE TAMKO H-25 WEATHERED WOOD COMPOSITION SHINGLES. ANY EXCEPTIONS SHALL REQUIRE WRITTEN APPROVAL BY THE ARCHITECTURAL COMMITTEE.
- (G) IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE, THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).
- (H) NO LOT SHALL BE USED FOR STORAGE OF MATERIALS FOR A PERIOD GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITHIN TWELVE (12) MONTHS. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
- (I) BOAT, TRAILERS, CAMPER, INOPERATIVE VEHICLES, AND OTHER LARGE VEHICLES OR EQUIPMENT SHALL NOT BE STORED ON ANY LOT OTHER THAN IN AN ENCLOSED GARAGE.
- (J) 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.
- (K) OUTDOOR ELECTRONIC RECEPTION DEVICES, OTHER THAN 18"-20" SATELLITE DISHES, SHALL NOT BE ALLOWED.
- (L) THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER, AND NOXIOUS WEEDS. ALL TPASH, 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.
- (M) GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM THE STREET VIEW, EXCEPT WITHIN 12 HOURS OF REGULAR CURBSIDE COLLECTION. UNDERGROUND GARBAGE AND TRASH STORING DEVICES ARE NOT PERMITTED.
- (N) ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.
- (O) NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.
- (P) ALL LOTS WILL BE SODDED AND LANDSCAPED WITHIN 60 DAYS OF OCCUPANCY OR 60 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST. THE AMOUNT OF LANDSCAPING SHALL BE AN AMOUNT COMPATIBLE WITH THE GENERAL STANDARDS ESTABLISHED IN THE NEIGHBORHOOD.
- (Q) NO LIVESTOCK, POULTRY, BEES, INSECTS OR WATER FOWL SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND PROVIDED THE OWNER ADHERES TO ALL APPLICABLE LOCAL ORDINANCES.
- (R) EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENT'S PROPERTY IS NOT PERMITTED.

APPROVED 8-21-03
by the City
of Broken Arrow,
Oklahoma.
Signed: May 2015
City Clerk
Attachments: City Clerk

22. STANDARD SIZED SIGNS ADVERTISING A LOT OR RESIDENCE "FOR SALE" ARE PERMITTED. BUILDERS MARKETING SIGNS ARE PERMITTED WHILE A HOUSE IS UNDER CONSTRUCTION ONLY. "FOR LEASE" SIGNS ARE NOT PERMITTED. THE USE OF FLAGS OR BANNERS, OTHER THAN AN AMERICAN FLAG, IS LIMITED TO A CONSECUTIVE 10-DAY PERIOD, AND ONE 10-DAY PERIOD IS PERMITTED WITHIN SIX CALENDAR MONTHS. OTHER SIGNS ARE LIMITED TO 48 CONNECTIVE HOURS WITHIN ONE CALENDAR YEAR, UNLESS APPROVAL IS RECEIVED FROM THE HOMEOWNERS ASSOCIATION.

23. GARAGE AND/OR YARD SALES, OR SIMILAR TYPES OF SALES, ARE LIMITED TO ONE (1) PER LOT OWNER EACH 12 MONTH PERIOD UNLESS APPROVED BY THE HOMEOWNERS ASSOCIATION.

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

25. 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 OWNERS PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING, LAND USE, AND HEALTH AND SAFETY ISSUES.

26. IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF A HOMEOWNERS ASSOCIATION AND THE TERMS AND CONDITIONS OF THE DEVELOPMENT AND CONSTRUCTION STANDARDS SET FORTH HEREIN. OWNER SHALL PROVIDE A COPY OF THE STANDARDS TO TENANT. THE OWNER SHALL INSURE THAT THE TENANT COMPLIES WITH THE REQUIREMENTS HEREIN, AND SHALL PROVIDE THE UNDERSIGNED OWNER/DEVELOPER AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER WHERE THE LOT OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEM REGARDING COMPLIANCE WITH REQUIREMENTS SET FORTH HEREIN OCCURS. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THESE TERMS AND CONDITIONS IS THE OWNERS RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION ON THE PART OF THE TENANT.

27. SINGLE STORY HOMES IN SOUTHTOWNE ESTATES SHALL HAVE A MINIMUM OF 2500 SQUARE FEET OF LIVING AREA AND 3000 SQUARE FEET OF LIVING AREA FOR ONE AND ONE-HALF AND 2 STORY.

28. A MINIMUM OF 80% EXTERIOR MASONRY COVERAGE OF VERTICAL EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE REQUIRED (BRICK, NATURAL ROCK OR STUCCO). THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.

29. FRONT YARD SET BACK BUILDING LINES SHALL BE AS INDICATED ON SHEET 2 OF THE PLAT. BUILDING LINE SETBACKS GREATER THAN THE ZONING ORDINANCE FOR R-2 ZONING ARE ENFORCEABLE BY THE ARCHITECTURAL COMMITTEE AND NOT THE CITY OF BROKEN ARROW.

30. MINIMUM SIDE YARD SETBACK SHALL BE 10 FEET ON SIDE AND 10 FEET ON THE OTHER.

31. RESIDENCES SHALL HAVE A ROOF PITCH AT LEAST 8/12 OVER 75% OF THE TOTAL ROOF AREA. MINIMUM PITCH IS 4/12 INCLUDING PORCHES AND COVERED PATIOS.

32. EACH HOME SHALL HAVE A MINIMUM OF TWO TREES IN THE FRONT YARD. THE BUILDER AND/OR THE OCCUPANT OF A HOUSE SHALL BE RESPONSIBLE FOR COMPLIANCE. IF COMPLIANCE REQUIRES PLANTING NEW TREES, THE MINIMUM CALIPER MEASURED 8 INCHES ABOVE THE BALL SHALL BE 3 INCHES.

SECTION IV. TERM, AMENDMENT AND ENFORCEMENT

A. THE DEVELOPMENT AND CONSTRUCTION STANDARDS SET FORTH HEREIN SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON AND ENFORCEABLE BY THE OWNER AND DEVELOPER, ITS SUCCESSORS, GRANTEEES, AND ASSIGNS, AND BY ANY BENEFICIARY OF THE STANDARDS UNTIL JANUARY 1, 2022. THEREAFTER, THEY SHALL EXPIRE UNLESS PRIOR TO JANUARY 1, 2022 A DOCUMENT AFFIRMING, RATIFYING, OR AMENDING THE STANDARDS IS DULY APPROVED ACCORDING TO THE BY-LAWS OF THE HOMEOWNERS ASSOCIATION AND FILED AT THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. SUBSEQUENT TO JANUARY 1, 2007, THE DEVELOPMENT AND CONSTRUCTION STANDARDS MAY BE AMENDED OR MODIFIED BY A TWO-THIRDS (2/3) VOTE OF THE HOMEOWNERS ASSOCIATION.

C. THE OWNERS AND DEVELOPERS OF SOUTHTOWNE ESTATES RESERVE THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT JOINER, AND SO LONG AS IT IS THE OWNER OF A LOT IN SOUTHTOWNE ESTATES, TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE STANDARDS IN SECTIONS II AND III, BY FILING A DULY EXECUTED INSTRUMENT IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

D. ANY PERSON OR PERSONS OWNING A LOT OR PORTION OF A LOT, OR OTHERWISE BENEFITTING FROM THE DEVELOPMENT AND CONSTRUCTION STANDARDS IN "SOUTHTOWNE ESTATES" SHALL HAVE THE RIGHT TO SEEK REMEDY AND MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE THE STANDARDS.

E. INVALIDATION OF ANY STANDARD(S) HEREIN BY JUDGMENT OR LEGAL ACTION SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER STANDARD(S), AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, "OWNER" HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 7th DAY OF February 2002.

SOUTHTOWNE ESTATES, L.L.C.
AN OKLAHOMA LIMITED LIABILITY CORPORATION

By: Jim Olson
JIM OLSON, MANAGING MEMBER

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 7th DAY OF February, 2002, PERSONALLY APPEARED JIM OLSON, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAMES OF THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGING MEMBER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: March 19, 2005.

Mary Ann Wheeler
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, DOES HEREBY CERTIFY THAT I HAVE, CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 4th DAY OF March, 2002.

Jeffrey A. Tuttle
JEFFREY A. TUTTLE
REGISTERED PROFESSIONAL ENGINEER AND
LAND SURVEYOR

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 4th DAY OF March, 2002, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 10-23-05

Jeffrey A. Tuttle
NOTARY PUBLIC

