

LEGEND
BL BUILDING SETBACK LINE
UE UTILITY EASEMENT
IPF IRON PIN SET
IPF IRON PIN FOUND
P/E PEDESTRIAN EASEMENT
R/W RIGHT OF WAY
F/E FENCE & LANDSCAPE EASEMENT
LOT NUMBER
RESERVE AREA DESIGNATION
BUILDING SETBACK LINE
UTILITY EASEMENT LINE
PEDESTRIAN EASEMENT LINE

OWNER:
THE LAKES AT RABBIT RUN, LLC
2468 W NEW ORLEANS ST
BROKEN ARROW, OK 74011
918.449.0144
BRAD HOFFMAN

SURVEYOR:
BENNETT SURVEYING, INC.
P.O. BOX 848
CHOTEAU, OK 74337
CA #4502, RPLS 1556
R. WADE BENNETT, PLS
918.476.7484

CIVIL ENGINEER:
WALLACE DESIGN COLLECTIVE
123 NORTH MARTIN LUTHER KING JR. BLVD
TULSA, OK 74103
918.584.5858
CA #1460 EXPIRES 6/30/2023
DANNY BALDWIN, P.E.

THE LAKES AT RABBIT RUN - PHASE 1

BROKEN ARROW, OKLAHOMA

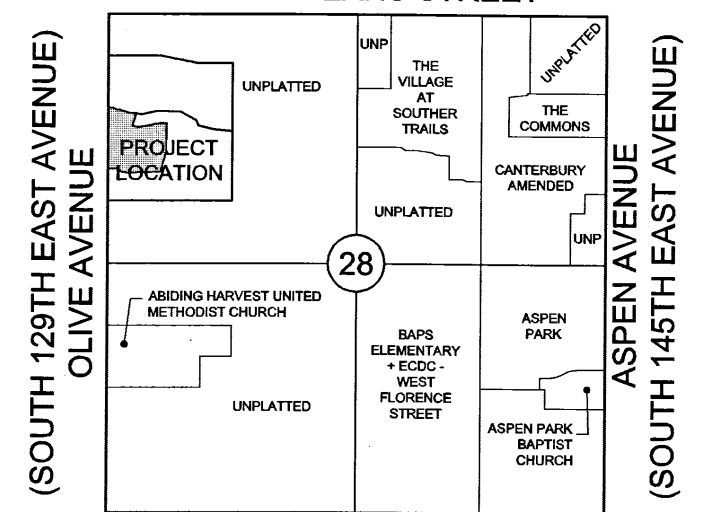
PLANNED UNIT DEVELOPMENT NO. 316A

A TRACT OF LAND LYING IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

Tulsa County Clerk - Michael Willis
Doc # 7021 Page(s): 5 Recorded 03/02/2022 02:52:23 PM
Receipt # 22-14414 Fees: \$35.00



R 14 E
(EAST 101ST STREET SOUTH)
NEW ORLEANS STREET



FLORENCE STREET
(EAST 111TH STREET SOUTH)
LOCATION MAP
SCALE: 1"=2000'

*FRONT YARD SETBACKS:
FROM LOTS THAT ARE NOT REQUIRED TO HAVE A SIDEWALK 20 FT
FROM LOTS REQUIRED TO HAVE A SIDEWALK 25 FT

SUCH TWENTY-FIVE (25) FOOT AND TWENTY (20) FOOT FRONT YARD SETBACK MAY BE REDUCED TO FIFTEEN (15) FEET FOR A GARAGE PROVIDED THE GARAGE DOORS ARE LOCATED AT 90 DEGREES FROM THE STREET LINE AND THE GARAGE IS SIDE LOADED.

A FIFTEEN (15) FOOT SETBACK SHALL BE ALLOWED FOR THE HABITABLE PORTION OF THE STRUCTURE PROVIDED THAT ANY FRONT-FACING GARAGE IS SETBACK AT LEAST TWENTY (20) FEET ON LOTS NOT REQUIRED TO HAVE A SIDEWALK AND TWENTY-FIVE (25) FEET ON LOTS REQUIRED TO HAVE A SIDEWALK.

REAR YARDS THAT BACK UP TO OPEN SPACE RESERVE AREAS THE MINIMUM REAR YARD CAN BE REDUCED TO TEN (10) FEET PROVIDED DRAWINGS ARE SUBMITTED AND SEALED BY A LICENSED ENGINEER AND ACCEPTABLE TO THE CITY OF BROKEN ARROW THAT DEMONSTRATES THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE ANY SUBSTANTIAL STRUCTURAL OR MAINTENANCE ISSUE FOR FUTURE HOUSES OR WALLS.

UTILITY EASEMENT NOTE:
WHERE A UTILITY EASEMENT IS SPLIT BY A LOT LINE, THE WIDTH OF THE UTILITY EASEMENT IS EQUAL DISTANCE ON BOTH SIDES OF THE LOT UNLESS OTHERWISE NOTED.

SUBDIVISION STATISTICS PHASE 1
SUBDIVISION CONTAINS TWENTY-NINE (29) LOTS IN THREE (3) BLOCKS AND EIGHT (7) RESERVES CONTAINING 7.38 ACRES.

MONUMENTATION
3/8" IRON PINS FOUND AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

BENCHMARKS
BM 1 - 3/8" IRON PIN ELEV=664.94 LOCATION: 5.1' WEST OF THE NORTHERN EDGE OF CONCRETE AT THE NORTHERN DRIVE OF W QUANTICO PLACE ON THE WEST SIDE OF OLIVE AVE.
N=376502.6130 E=2609270.8780

BM 2 - 3/8" IRON PIN ELEV=666.78 LOCATION: 20.0' EAST OF THE RED FIRE HYDRANT ON THE WEST SIDE OF OLIVE AVE IN BETWEEN W QUANTICO PL AND W SOUTHPARK BLVD.
N=375998.2580 E=2609271.0400

BM 3 - 3/8" IRON PIN ELEV=673.99 LOCATION: 13.5' EAST AND 6.4' SOUTH OF THE ELECTRICAL POLE ON THE NORTH SIDE OF W SOUTHPARK BLVD ON THE WEST SIDE OF OLIVE AVE.
N=375514.5830 E=2609279.7270

BASIS OF BEARINGS
THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA STATE PLANE NAD83.

FLOODPLAIN NOTE
THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0389L, MAP REVISED: OCTOBER 16, 2012, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN.

ADDRESS NOTE
ADDRESS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS ADDED ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

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

DETENTION DETERMINATION
STORMWATER DETENTION WILL BE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION DD 083120-33

LOT NOTES:
*ALL PIE SHAPED LOTS ARE AT LEAST 50 FEET IN WIDTH AT THE FRONT BUILDING LINE.
*SEE BACKFLOW PREVENTER NOTE-SHEET 2.

APPROVED 4-21-2021 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.
MAYOR: DEBRA WIMPEE
ATTEST: CITY CLERK



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 \$32,988.00 per trust receipt no.17088 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

Dated: 03/02/2022
John M. Rothergill
Tulsa County Treasurer
By: [Signature]
Deputy

DATE: 02/14/2022
THE LAKES AT RABBIT RUN - PHASE 1
SHEET 1 OF 5
CASE NO: PT20-112A

THE LAKES AT RABBIT RUN - PHASE 1

BROKEN ARROW, OKLAHOMA

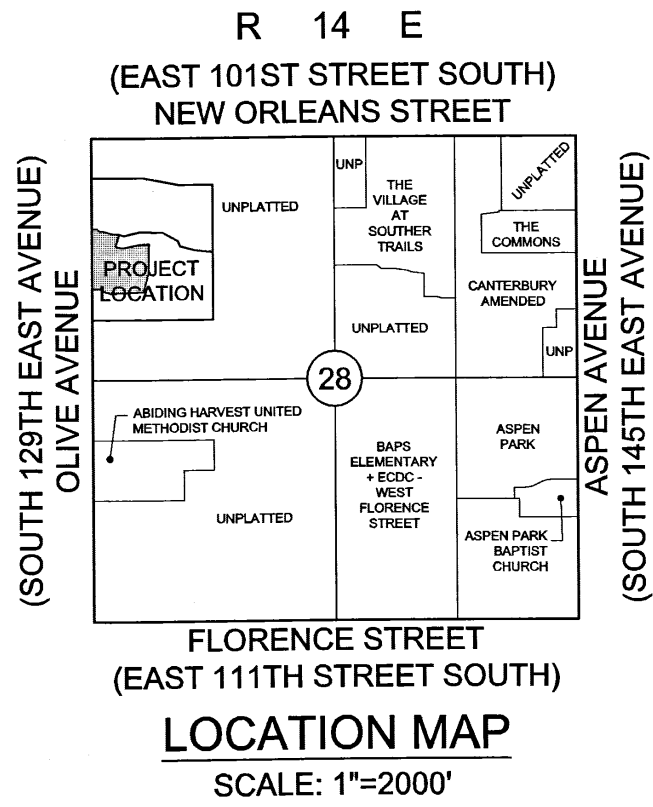
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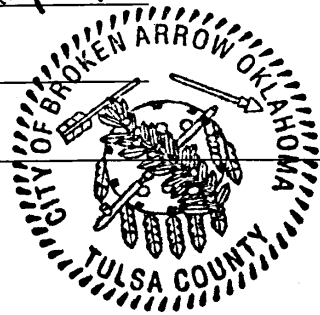
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LOT NOTE:
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BACKFLOW PREVENTER NOTE

ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER.
BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.
ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

APPROVED 6-21-2021 BY THE CITY COUNCIL
OF THE CITY OF BROKEN ARROW, OKLAHOMA.
Debra Wimpee
MAYOR: DEBRA WIMPEE
Curtis Brown
ATTEST: CITY CLERK



THE LAKES AT RABBIT RUN PHASE 1

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

NOW ALL MEN BY THESE PRESENTS:

THE LAKES AT RABBIT RUN, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-EIGHT (28); THENCE S01°17'47"E FOR A DISTANCE OF 985.83 FEET; THENCE N88°42'13"E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°42'13"E FOR A DISTANCE OF 11.61 FEET; THENCE S45°59'42"E FOR A DISTANCE OF 32.95 FEET; THENCE N88°43'56"E FOR A DISTANCE OF 37.82 FEET; THENCE S74°01'05"E FOR A DISTANCE OF 112.54 FEET; THENCE S89°20'39"E FOR A DISTANCE OF 74.39 FEET; THENCE S15°16'38"W FOR A DISTANCE OF 138.12 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 41° 50' 18", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 91.28 FEET AND WHOSE LONG CHORD BEARS S81°42'25"E FOR A DISTANCE OF 89.26 FEET. THENCE, N 77° 22' 26" E FOR A DISTANCE OF 143.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 10° 44' 25", HAVING A RADIUS OF 415.00 FEET, A LENGTH OF 77.79 FEET AND WHOSE LONG CHORD BEARS N82°44'39"E FOR A DISTANCE OF 77.68 FEET. THENCE N88°06'51"E FOR A DISTANCE OF 58.57 FEET; THENCE S06°13'10"W FOR A DISTANCE OF 30.30 FEET; THENCE S01°08'26"E FOR A DISTANCE OF 280.02 FEET; THENCE S14°38'39"W FOR A DISTANCE OF 225.31 FEET; THENCE S86°41'15"W FOR A DISTANCE OF 354.69 FEET; THENCE N80°12'33"W FOR A DISTANCE OF 63.69 FEET; THENCE N53°55'40"W FOR A DISTANCE OF 53.91 FEET; THENCE S88°41'47"W FOR A DISTANCE OF 53.46 FEET; THENCE N01°17'47"W FOR A DISTANCE OF 663.95 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS 7.38 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON FEBRUARY 8, 2022 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA AS N01°17'47"W.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE LAKES AT RABBIT RUN PHASE 1", A SUBDIVISION IN THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER "THE LAKES AT RABBIT RUN PHASE 1" OR THE "SUBDIVISION").

SECTION I. PRIVATE STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREETS AND UTILITIES EASEMENTS

1. ALL STREETS, CURBS, AND PAVEMENT OUTSIDE OF THE OLIVE AVENUE ROW WILL BE PRIVATELY OWNED AND MAINTAINED.

THE OWNER DOES HEREBY DEDICATE FOR PRIVATE USE THE PRIVATE STREET RESERVE AREAS AS DEPICTED ON THE ACCOMPANYING PLAT IN RESERVE 'A'. IN ADDITION, RESERVE 'A' SHALL BE DESIGNATED AS UTILITY EASEMENTS. THE OWNER FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT.

THE OWNER OF THE RESERVE 'A' SHALL BE RESPONSIBLE FOR THE MAINTENANCE, OPERATION, AND REPAIR OF THE PRIVATE STREETS WITHIN THE SUBDIVISION. IN THE EVENT THAT THE CITY OF BROKEN ARROW IS REQUIRED TO MAINTAIN OR REPAIR PUBLIC WATER, PUBLIC SANITARY SEWER OR PUBLIC STORM SEWER UNDERNEATH OR ADJACENT TO THE PRIVATE STREET, REPAIR OF STREET, CURBS, AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE OWNER.

THE OWNER OF RESERVE 'A' HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION 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 AND CUSTOMARY SCREENING FENCES OR WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE

RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S 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 THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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 ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. PUBLIC WATER, PUBLIC SANITARY SEWER AND PRIVATE STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS OR HER LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SANITARY SEWER MAINS. THE HOME OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE STORM SEWER SYSTEM. HOWEVER, THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR BY ACTS OF THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS AND THE HOME OWNERS' ASSOCIATION, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES. SANITARY SEWER SERVICE LINES ARE PRIVATELY OWNED AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE FOR MAINTENANCE OF THE SERVICE LINES AND RECONSTRUCTION OF THE STREET IF NECESSARY.

5. PRIVATE STORM LINES AND DETENTION FACILITY SHALL BE DEFINED AS THOSE SHOWN AS "A", "B", "C", "J", "K", AND "L", AS DESIGNATED ON THE APPROVED "NO EXCEPTIONS TAKEN" ENGINEERING PLANS DATED MARCH 12, 2021. STORM WATER DETENTION (RESERVE AREA "O") WILL BE PROVIDED IN THE LAKES AT RABBIT RUN PHASE II.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION BE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

7. THE SANITARY SEWER SYSTEM IS PUBLICLY OWNED. THE OWNERSHIP OF THE SANITARY SEWER SERVICE LINES ARE PRIVATELY OWNED, BEGINNING AT THE MAINLINE TAP INTO THE HOME. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE SEWER LINES FROM THE PROPERTY LINE TO THE HOME. THE HOME OWNERS' ASSOCIATION SHALL BE RESPONSIBLE

FOR THE PRIVATE LINE FROM THE TAP TO THE PROPERTY LINE. NOTE THAT THESE LINES MAY BE UNDERNEATH STREET PAVEMENT.

8. THE WATER DISTRIBUTION SYSTEM WILL BE PUBLICLY OWNED. THE WATER SERVICE LINES FROM THE WATER METER TO THE HOUSE WILL BE PRIVATELY OWNED AND MAINTAINED.

9. THE STORM SYSTEM AND DETENTION FACILITY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS' ASSOCIATION EXCEPT FOR THE TWO STORM SEWERS IN THE OLIVE AVENUE ROW.

10. THE INSTALLATION OF GENERATORS, AC EQUIPMENT, POOL EQUIPMENT, SHEDS, OR OUTDOOR LIVING AREAS IN DEDICATED UTILITY EASEMENTS WHERE PUBLIC UTILITIES SUCH AS WATER OR SANITARY SEWER WILL BE LOCATED BETWEEN LOTS IS PROHIBITED.

E. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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, PRIVATE 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 OR HER LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY AN AFFECTED LOT OWNER AND ENFORCED BY THE HOME OWNERS' ASSOCIATION.

G. ROOF DRAINS

EACH DWELLING WITHIN THE SUBDIVISION SHALL CONTAIN ROOF DRAINS DESIGNATED AND CONSTRUCTED TO DISCHARGE STORM WATER RUNOFF IN ACCORDANCE WITH THE APPROVED DEVELOPMENT PLAN.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH OLIVE AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMEND OR RELEASED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

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, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

J. RESERVE AREA "B" - CLUB HOUSE, UTILITY EASEMENT

THE USE OF RESERVE OF AREA "B" SHALL BE LIMITED TO THE USE AS OPEN SPACE, FENCING, LANDSCAPING, POOL, SPORTS COURTS, CLUBHOUSE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION V. TO BE FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION. MAINTENANCE OF RESERVE AREA 'B' WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

K. RESERVE AREAS "C", "M", "N", "J", "K" AND "L" - OPEN SPACE

THE USE OF RESERVE AREAS "C", "M", "N", "J", "K" AND "L" SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SIDEWALKS AND PEDESTRIAN TRAILS, SCREENING FENCES AND WALLS, AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

MAINTENANCE OF RESERVE AREAS "C", "E", "M", "N", "I", "J", "K" AND "L" SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

L. RETAINING WALLS AND EARTH RETAINING STRUCTURES

A COMMERCIAL BUILDING PERMIT SHALL BE REQUIRED FOR WALLS MEASURING FOUR FEET TALL AND TALLER. RETAINING WALLS FOUR FEET IN HEIGHT AND TALLER ARE REQUIRED TO HAVE A COMMERCIAL BUILDING PERMIT PRIOR TO THEIR CONSTRUCTION. ALSO, ALL RETAINING WALLS SUPPORTING A SURCHARGE OR IMPOUNDING A CLASS I, II, OR IIIA LIQUID ARE REQUIRED TO HAVE A COMMERCIAL BUILDING PERMIT PRIOR TO THEIR CONSTRUCTION. THE HEIGHT OF THE WALL IS MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL. ALL WALL DESIGNS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. NO RETAINING WALL OR EARTH RETAINING STRUCTURE ARE ALLOWED IN DEDICATED UTILITY EASEMENTS WITHOUT WRITTEN CONSENT OF THE UTILITY DEPARTMENT AND THE CITY IS NOT LIABLE FOR RECONSTRUCTION OF THE STRUCTURE IF REPAIRS ARE MADE TO THE CITY'S UTILITY. ALL WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

THE LAKES AT RABBIT RUN WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD-316) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON AUGUST 27, 2020, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON SEPTEMBER 15, 2020.

WHEREAS PLANNED UNIT DEVELOPMENT MAJOR AMENDMENT (PUD-316A) WAS SUBMITTED AND WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 19, 2020, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON DECEMBER 15, 2020.

WHEREAS PLANNED UNIT DEVELOPMENT MAJOR AMENDMENT (PUD-316C) AND WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON JANUARY 27, 2022.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED BY THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF 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, STATE OF OKLAHOMA.

THEREFOR, 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

PUD 316A SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATION REGULATIONS OF THE SINGLE-FAMILY RESIDENTIAL - 4 DISTRICT EXCEPT AS NOTED HEREIN.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF RABBIT RUN SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED ON AUGUST 27, 2020.

C. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA 'A'

a. PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES INCLUDING BUT NOT LIMITED TO DETACHED ACCESSORY BUILDINGS, GATED ENTRY, ENTRY MONUMENTS, LANDSCAPED ENTRANCES, SIDEWALKS, SIGNAGE, SECURITY GATE HOUSE, CLUBHOUSE AND RELATED RECREATIONAL FACILITIES, INCLUDING FOOD PREPARATION FACILITIES FOR RESIDENTS ONLY AND MEETING ROOMS, PROJECT SALES OFFICES, PARK AND OPEN SPACES, PLAYGROUND AND RELATED RECREATIONAL FACILITIES, MAINTENANCE FACILITIES, COURT GATES, COMMON PARKING AREAS, TRAILS AND WALKWAYS, DETENTION FACILITIES, PICNIC SHELTERS AND PICNIC FACILITIES, GAZEBO'S AND WATER FEATURES, PRIVATE STREET CROSSING AND RELATED BRIDGE, AND OTHER USES INCIDENTAL THERETO.

b. MAXIMUM NUMBER OF LOTS: 105

c. MINIMUM LOT WIDTH: 50 FT*

EXCEPT FOR FLAG AND CUL-DE-SAC LOTS WHICH WILL HAVE A MINIMUM LOT FRONTAGE OF THIRTY (30) FT. THE MINIMUM LOT FRONTAGE ON FLAG AND CUL-DE-SAC LOTS MAY BE REDUCED PROVIDED DRAWINGS ARE SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW FOR EACH SUCH PARCEL THAT SHOW THE DRIVEWAY WIDTH, MAILBOXES, CURB RETURNS, SIDEWALK (IF APPLICABLE), AND WATER METER LOCATION. WATER METERS WILL BE LOCATED IN AN UNPAVED AREA.

d. MINIMUM LOT AREA: 5200 SF

e. MAXIMUM BUILDING HEIGHT

RESIDENTIAL STRUCTURES: 35 FT

NON-RESIDENTIAL STRUCTURES ON RESIDENTIAL LOTS: 15 FT

NON-RESIDENTIAL STRUCTURES IN RESERVE AREAS: 25 FT

CLUBHOUSE 35 FT

f. MINIMUM SIZE OF DWELLING UNIT: 1,600 SF

g. MINIMUM YARD REQUIREMENTS:

EXTERNAL BOUNDARIES:

FROM RIGHT-OF-WAY LINE ABUTTING OLIVE AVENUE 30 FT

FROM THE NORTH PROPERTY LINES ADJACENT TO POND AREA: 10 FT

FROM THE SOUTH PROPERTY LINE 20 FT

FROM THE EAST PROPERTY LINE 20 FT

INTERNAL BOUNDARIES:

FRONT YARD SETBACKS:

FROM LOTS THAT ARE NOT REQUIRED TO HAVE A SIDEWALK 20 FT*
FROM LOTS REQUIRED TO HAVE A SIDEWALK 25 FT*

*SUCH TWENTY-FIVE (25) FOOT AND TWENTY (20) FOOT FRONT YARD SETBACK MAY BE REDUCED TO FIFTEEN (15) FEET FOR A GARAGE PROVIDED THE GARAGE DOORS ARE LOCATED AT 90 DEGREES FROM THE STREET LINE AND THE GARAGE IS SIDE LOADED.

*A FIFTEEN (15) FOOT SETBACK ON THE SIDE NOT TO HAVE A SIDEWALK AND A 17.5' SETBACK ON THE SIDE REQUIRED TO HAVE A SIDEWALK SHALL BE ALLOWED FOR THE HABITABLE PORTION OF THE STRUCTURE PROVIDED THAT ANY FRONT-FACING GARAGE IS SETBACK AT LEAST TWENTY (20) FEET ON LOTS NOT REQUIRED TO HAVE A SIDEWALK AND TWENTY-FIVE (25) FEET ON LOTS REQUIRED TO HAVE A SIDEWALK.

SIDE YARD SETBACKS

1 FT AND 9 FT**

**SIDE YARD SETBACKS SHALL BE A MINIMUM OF ONE (1) FOOT ON ONE LOT LINE AND NINE (9) FEET ON THE OTHER LOT LINE ENSURING THERE WILL BE A MINIMUM OF TEN (10) FEET BETWEEN BUILDINGS. THE SIDE YARD SETBACK WILL BE DESIGNATED ON THE FINAL PLAT.

FRONT YARD SETBACKS ON CORNER LOTS SHALL BE A MINIMUM OF FIFTEEN (15) FEET ON NO SIDEWALK SIDE AND 17.5 ON THE SIDEWALK SIDE OF THE STREET PROVIDING THE GARAGE DOES NOT FRONT UPON THE STREET.

REAR YARD SETBACKS:

20 FT***

***EXCEPT FOR LOTS THAT BACK UP TO OPEN SPACE RESERVE AREAS THE MINIMUM REAR YARD CAN BE REDUCED TO TEN (10) FEET PROVIDED DRAWINGS ARE SUBMITTED AND SEALED BY A LICENSED ENGINEER AND ACCEPTABLE TO THE CITY OF BROKEN ARROW THAT DEMONSTRATES THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE ANY SUBSTANTIAL STRUCTURAL OR MAINTENANCE ISSUE FOR FUTURE HOUSES OR WALLS.

DETACHED ACCESSORY BUILDINGS SHALL COMPLY WITH THE MINIMUM YARD REQUIREMENTS FOR PRINCIPAL STRUCTURES. THIS DOES NOT INCLUDE GAZEBOS AND ARBORS 200 SQUARE FEET OR LESS, FIRE PITS, WATER FEATURES, OUTDOOR KITCHENS OR FIRE PLACES.

h. PRIVATE STREETS:

MINIMUM WIDTH 30 FT OF RIGHT-OF-WAY WITH 26 FT OF PAVING

i. ENTRY GATES:

ENTRY GATES SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS.

j. SIGNS:

ENTRY IDENTIFICATION SIGNS SHALL BE PERMITTED WITH A MAXIMUM DISPLAY SURFACE AREA OF 48 SQUARE FEET OF DISPLAY SURFACE AREA ON EACH SIDE OF EACH ENTRANCE FROM OLIVE AVENUE. THE TOTAL ENTRY IDENTIFICATION SIGNAGE AT EACH SUCH ENTRY WILL NOT EXCEED 96 SQUARE FEET OF DISPLAY SURFACE AREA.

2. DEVELOPMENT AREA 'B' (RESERVE AREA O)

a. PERMITTED USES:

USES WILL BE LIMITED TO STORM WATER DETENTION AND CONVEYANCE, NATURE CONSERVATION AND RECREATIONAL USES INCLUDING BUT NOT LIMITED TO WALKING TRAILS, BENCHES AND PICNIC AREAS IN ACCORDANCE WITH THE CONSERVATION EASEMENT REFERRED TO ABOVE. .

D. ACCESS AND CIRCULATION:

ENTRY INTO THE LAKES AT RABBIT RUN WILL BE VIA TWO ENTRY WAYS OFF OLIVE AVENUE.

WITHIN THE SUBDIVISION, ACCESS WILL BE BY PRIVATE STREETS. THE PRIVATE STREET PAVEMENT WILL BE CONSTRUCTED TO CITY OF BROKEN ARROW STANDARDS WITHIN A THIRTY (30) FOOT WIDE RESERVE AREA. THE STREET GEOMETRICS WILL BE APPROVED BY THE BROKEN ARROW FIRE MARSHAL. OWNERSHIP OF THE PRIVATE STREETS WILL BE TRANSFERRED FROM THE DEVELOPER TO THE HOME OWNERS' ASSOCIATION. AFTER TRANSFER, THE PRIVATE STREETS WILL BE MAINTAINED BY THE HOME OWNERS' ASSOCIATION.

A SPUR ROAD AREA WILL BE HELD IN RESERVE IF THE LAKES AT RABBIT RUN HAPPENS TO EXPAND TO THE SOUTH. IF THAT DOES NOT HAPPEN, THE RESERVE AREA WILL REMAIN AS OPEN SPACE.

SIDEWALKS WILL BE CONSTRUCTED ALONG ONE SIDE OF THE PRIVATE STREETS AND IN THE RESERVE AREAS IN THE LOCATIONS SHOWN ON THE ACCESS AND CIRCULATION PLAN ATTACHED HERETO AS EXHIBIT "C". SIDEWALKS IN THE RESERVE AREA MAY BE ALTERED TO WORK WITH TOPOGRAPHY AND EXISTING TREES.

E. LANDSCAPING AND SCREENING PLAN:

THE PROJECT WILL BE EXTENSIVELY LANDSCAPED AND WILL BE SCREENED BY A 6 FOOT HIGH DECORATIVE BRICK SCREENING WALL ON THE WEST BOUNDARY ALONG OLIVE AVENUE. NO FENCING IS REQUIRED WHERE OPEN SPACE ACTS AS A BUFFER TO ADJACENT PROPERTIES. NO FENCING IS REQUIRED ALONG THE NORTH PROPERTY LINE SINCE THE CONSERVATION AREA ACTS AS A BUFFER. A SYNTHETIC WOOD SCREENING FENCE WILL BE PROVIDED ALONG THE SOUTH AND EAST BOUNDARY LINES AS SHOWN ON THE LANDSCAPING AND SCREENING PLAN ATTACHED HERETO AS EXHIBIT "D".

A 10-FOOT-WIDE RESERVE AREA FOR LANDSCAPING SHALL BE PROVIDED ALONG OLIVE AVENUE. WITHIN THIS 10-FOOT-WIDE LANDSCAPE AREA, AT LEAST ONE (1) TREE PER THIRTY (30) LINEAR FEET SHALL BE PROVIDED. ALL TREES SHALL BE MEDIUM TO LARGE TREES EXCEPT WHEN THEY ARE UNDER OVERHEAD LINES.

F. SITE PLAN REVIEW

ONE BUILDING PERMIT IS ALLOWED PRIOR TO RECORDING FINAL PLAT USING DEVELOPMENT PARCEL AS LOT. AFTER THE FIRST BUILDING PERMIT IS ISSUED, NO BUILDING PERMIT WILL BE ISSUED UNTIL A SUBDIVISION PLAT, WHICH WILL SERVE AS THE

SITE PLAN, IS APPROVED AND FILED OF RECORD WITH THE TULSA COUNTY CLERK. NEITHER THE REZONING NOR THE PUD WILL BE FINALIZED UNTIL THE PLAT IS FILED OF RECORD.

SECTION III. SIDEWALKS

WITHIN THE SUBDIVISION, THERE SHALL BE CONTINUOUS SIDEWALKS MEETING THE SUBDIVISION REGULATIONS FOR THE CITY OF BROKEN ARROW OR MODIFICATION THEREOF APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR AND THE BROKEN ARROW CITY COUNCIL.

A. SIDEWALK ALONG SOUTH OLIVE AVENUE AND RESERVE AREAS

THE OWNER/DEVELOPER SHALL CONSTRUCT THE SIDEWALK ALONG THE ENTIRE SOUTH OLIVE AVENUE FRONTAGE AND ALL RESERVE AREA FRONTAGES ONTO STREETS WITHIN THE SUBDIVISION. A BLANKET SIDEWALK EASEMENT IS GRANTED BY THE OWNER OF ALL RESERVE AREAS FOR SIDEWALK PLACEMENT AND PEDESTRIAN MOVEMENT ACROSS RESERVES IN WHICH A SIDEWALK IS PLACED.

B. MAINTENANCE OF SIDEWALKS IN RESERVE AREAS, SIDEWALK EASEMENTS AND PRIVATE LOTS

THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL SIDEWALKS WITHIN RESERVES, SIDEWALK EASEMENTS AND SIDEWALKS PARALLEL TO THE ADJACENT STREET ON ALL INDIVIDUAL LOTS IN GOOD CONDITION.

C. SIDEWALKS ALONG STREETS WITHIN THE LAKES AT RABBIT RUN

SIDEWALKS SHALL BE PLACED ON ONE SIDE OF THE STREET AS PER SECTION II C OF THE PLANNED UNIT DEVELOPMENT STANDARDS.

SECTION IV. FENCE AND LANDSCAPE EASEMENT

THE OWNER/DEVELOPER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE SOUTHERN, WESTERN AND EASTERN BOUNDARY OF THE SUBDIVISION AND WITHIN OTHER AREAS DESIGNATED WITHIN OTHER AREAS OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "FLE".

SECTION V. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE LAKES AT RABBIT RUN (THE 'HOMEOWNERS' ASSOCIATION') IN WHICH THE LAKES AT RABBIT RUN, PHASE 1 IS PART OF (THE 'HOMEOWNERS' ASSOCIATION') TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREA OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, THE LANDSCAPING, STORM WATER DETENTION FACILITIES, FENCING, ENTRY FEATURES, CLUB HOUSE AMENITIES AND PRIVATE STREETS AS MAY EXIST WITHIN RESERVE 'A', RESERVE 'B', RESERVE 'C', RESERVE 'D', RESERVE 'E', RESERVE 'F', RESERVE 'G', RESERVE 'H', RESERVE 'I', RESERVE 'J', RESERVE 'K', RESERVE L, RESERVE M, RESERVE N, AND RESERVE O. ALONG WITH THE SIDEWALK AND LANDSCAPING WITHIN THE FENCE & LANDSCAPE EASEMENTS AND PRIVATE STORM SEWERS WITHIN THE SUBDIVISION AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LAKES AT RABBIT RUN.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, SIDEWALKS, STORMWATER DETENTION FACILITIES, PRIVATE STREETS AND PRIVATE STORM SEWERS OF THE SUBDIVISION.

SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS

THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE LOTS IN THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE APPLICABLE TO ALL LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE OWNER OF A LOT AND BY THE HOMEOWNERS' ASSOCIATION.

A. ARCHITECTURAL COMMITTEE

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING, AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSED OF THE

COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OF THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30H DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH, NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2. COMMITTEE PURPOSE. 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 PROPOSED COLOR SCHEME, 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 TIS 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 OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE OWNER/DEVELOPER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER/DEVELOPER, BY A WRITTEN INSTRUCTION. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER/DEVELOPER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVE AREAS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE OF LOTS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE.

THE USE OF THE LOTS SHALL BE LIMITED TO DETACH SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2. ORIENTATION OF DWELLINGS.

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3. GARAGES.

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF 2 PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GARAGE DOORS SHALL BE CONSTRUCTED OF WOOD OR HAVE WOOD VENEER FINISH, AND GLASS IN GARAGE DOORS IS PROHIBITED.

4. FOUNDATIONS.

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

5. EXTERIOR WALLS.

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL ALUMINUM VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH 6.

6. WINDOWS.

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

7. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6 ¼.

8. ROOFING MATERIALS.

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED 'WEATHERED WOOD' SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLE AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONING AND SOLAR EQUIPMENT, IS PROHIBITED.

9. CHIMNEYS.

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

10. DRIVEWAYS.

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

11. FENCING.

FENCING ALONG ARTERIAL STREETS SHALL BE THE PROPERTY OF THE HOMEOWNERS' ASSOCIATION.

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF ORNAMENTAL METAL OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVE AREAS, PONDS, AND GREEN BELTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR DETERMINATION AND SHALL NTO BE INSTALLED PRIOR TO APPROVAL OF THE ARCHITECTURAL COMMITTEE.

12. LANDSCAPING OF LOTS; IRRIGATION SYSTEMS.

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

13. ON-SITE CONSTRUCTION.

NO DWELLING OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

14. OUTBUILDINGS.

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

15. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

16. ANTENNAS.

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AN IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

17. LOT MAINTENANCE.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

18. RECREATIONAL VEHICLES AND EQUIPMENT.

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

19. TRAILERS, MACHINERY AND EQUIPMENT COMMERCIAL VEHICLES.

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNATE (MAXIMUM ¾ TON).

20. ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES.

NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

21. BASKETBALL GOALS.

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

22. ON-STREET PARKING PROHIBITED.

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

23. CLOTHESLINES AND GARBAGE RECEPTACLES.

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

24. MAILBOXES.

MAILBOXES SHALL BE SHARED BETWEEN TWO INDIVIDUAL LOTS. SHARED MAILBOXES SHALL BE PROVIDED BY THE PROPERTY OWNER AT LOCATIONS APPROVED BY THE UNITED STATES POSTAL SERVICE (USPS) AND SHALL BE LOCATED AT A SHARED PROPERTY LINE.

25. ANIMALS.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAYBE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSED. EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00PM AND 7:00AM.

26. NOXIOUS ACTIVITY.

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THERON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

27. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ON SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

28. MATERIALS AND STORAGE.

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

29. MAINTENANCE ACCESS TO INDIVIDUAL LOTS.

EACH INDIVIDUAL LOT OWNER SHALL GRANT A MAINTENANCE ACCESS ON THE NINE FOOT BUILDING LINE SIDE OF THEIR LOT FOR THE PURPOSES OF ROUTINE MAINTENANCE AND REPAIRS TO THE NEIGHBOR AS ACCESS TO THEIR HOME. THE NEIGHBORING LOT OWNER SHALL PROVIDE FORTY-EIGHT (48) HOUR WRITTEN NOTICE TO THE ADJACENT OWNER PRIOR TO ANY MAINTENANCE ACTIVITIES.

30. PRIVATE WALL EASEMENT.

EACH INDIVIDUAL LOT OWNER SHALL GRANT A WALL EASEMENT ACROSS THE 1' BUILDING SETBACK FOR THE PURPOSE OF CONNECTING A FENCE OR MASONRY WALL TO THE HOUSE PROVIDING A FULLY ENCLOSED YARD.

SECTION VII. ENFORCEMENT, DURATION, AMEDEMMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 2. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INSURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AND SHALL INSURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION V. HOMEOWNERS' ASSOCIATION AND SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS SHALL INSURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS III, IV, V, OR VI, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION. THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III, IV, V, OR VI AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

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 TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREET, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION IV. HOMEOWNERS' ASSOCIATION OR SECTION V. PRIVATE RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS 14 DAY OF February, 2022.

THE LAKES AT RABBIT RUN, LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Brad Hoffman
BRAD HOFFMAN, MANAGING PARTNER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF February, 2022, BY BRAD HOFFMAN AS MANAGING PARTNER OF THE LAKES AT RABBIT RUN, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024

MY COMMISSION NUMBER IS: 0080202

CERTIFICATE OF SURVEY

I, R. WADE BENNETT, OF BENNET SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE LAKES AT RABBIT RUN PHASE 1", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATIVE OF THE SURVEY MADE ON THE GROUND DURING THE MONTH OF MAY 2021 USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE FO LAND SURVEYING AS ADOPTED.

R. WADE BENNETT

LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO.

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

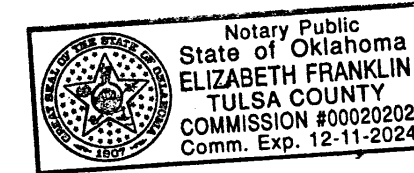
BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 14 DAY OF February, 2022, PERSONALLY APPEARED R. WADE BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Elizabeth Franklin

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024

MY COMMISSION NUMBER: 0080202



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