

TULSA COUNTY CLERK - PAT KEY
Doc # 5663 Plat# 13
2/23/2016 03:31:24 pm
Receipt # 15-11258
Fee \$ 32.00

Berwick South

Basis of Bearings

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

Monumentation

ALL INTERIOR CORNERS SHOWN HEREON WERE SET USING A 1/2" x 1/8" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ 1694" AT ALL CORNERS.

ADS Benchmark

5/8" REBAR 1 1/2" ALUMINUM CAP-FLUSH STAMPED "BA 18" SET SOUTHWEST OF 111TH STREET AND MINGO ROAD. ELEVATION = 653.840 (NAVD 1985)

Notes

ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.
ADDRESS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.
ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

Summary

SUBDIVISION CONTAINS EIGHTY-EIGHT (88) LOTS IN NINE (9) BLOCKS. TWO (2) RESERVE AREAS AND FOUR (4) TRAFFIC CONTROL MEDIANS.
GROSS SUBDIVISION AREA: 1,335,878.43 SF / 37,953 AC

Legend

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

Owner / Developer

RLAND DEVELOPMENT, LLC
8555 EAST 101ST STREET, SUITE F
TULSA, OKLAHOMA 74133
PHONE: (918) 582-4300
MR. E. BLAKE HASTINGS

Engineer

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

Surveyor

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

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

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA BEARING	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'01"	S 45°09'46"	35.36'
C2	37.08'	150.00'	14°09'49"	S 84°04'52"	36.99'
C3	20.35'	25.00'	46°37'59"	N 79°41'03"	19.79'
C4	122.96'	50.00'	140°54'27"	S 53°10'43"	94.24'
C5	20.35'	25.00'	28°10'32"	S 08°02'29"	19.79'
C6	73.76'	150.00'	28°10'32"	S 15°16'13"	73.02'
C7	234.23'	275.00'	48°48'02"	S 23°13'04"	227.21'
C8	35.88'	25.00'	80°24'21"	S 07°24'55"	32.27'
C9	220.65'	450.11'	28°05'13"	S 18°44'40"	218.45'
C10	19.56'	25.00'	44°49'20"	S 27°06'43"	19.06'
C11	241.00'	50.00'	27°12'57"	S 88°33'39"	66.80'
C12	22.78'	25.00'	52°13'01"	N 20°32'12"	22.00'
C13	190.05'	400.11'	27°12'57"	N 19°10'47"	188.27'
C14	40.12'	25.00'	91°56'25"	N 78°45'28"	35.95'
C15	331.02'	425.00'	44°37'33"	S 32°57'33"	322.71'
C16	115.96'	488.00'	13°36'55"	S 05°37'04"	115.69'
C17	43.45'	150.00'	16°35'52"	S 82°45'09"	43.30'
C18	43.45'	150.00'	16°35'52"	S 82°45'09"	43.30'
C19	131.10'	115.00'	65°19'01"	N 56°17'25"	124.12'
C20	38.10'	250.00'	8°43'51"	N 27°59'50"	38.06'
C21	30.84'	25.00'	70°40'34"	N 02°58'32"	28.92'
C22	150.82'	50.00'	172°56'38"	N 48°09'30"	99.81'
C23	30.84'	25.00'	70°40'34"	S 80°42'28"	28.92'
C24	106.57'	250.00'	24°52'59"	N 76°23'45"	107.72'
C25	39.27'	25.00'	89°59'59"	N 43°50'14"	35.36'
C26	83.73'	542.00'	8°51'06"	N 03°14'09"	83.65'
C27	34.81'	25.00'	79°48'11"	N 32°13'24"	32.06'
C28	38.47'	245.00'	8°59'45"	N 67°36'37"	38.43'
C29	24.87'	25.00'	56°59'19"	S 88°23'36"	23.85'
C30	99.90'	75.00'	78°19'08"	N 81°56'29"	92.88'
C31	101.39'	25.00'	77°27'19"	N 85°03'16"	93.84'
C32	27.22'	25.00'	62°22'55"	N 62°28'57"	25.89'
C33	311.40'	480.00'	37°10'14"	N 10°07'24"	305.97'
C34	40.13'	25.00'	91°58'39"	N 37°31'37"	35.96'
C35	36.17'	275.00'	7°32'09"	N 87°17'00"	36.14'
C36	21.03'	25.00'	48°11'23"	S 64°51'14"	20.41'
C37	241.19'	50.00'	276°22'46"	N 01°03'05"	66.67'
C38	21.03'	25.00'	48°11'23"	S 66°57'23"	20.41'
C39	50.84'	325.00'	8°57'48"	S 86°34'11"	50.79'
C40	37.47'	25.00'	85°52'40"	N 54°58'23"	34.06'
C41	99.59'	177.25'	32°11'37"	N 06°50'54"	98.29'
C42	34.91'	25.00'	80°00'21"	N 83°03'37"	32.14'
C43	34.59'	165.00'	12°00'41"	S 82°56'34"	34.53'
C44	201.84'	875.00'	13°13'00"	N 05°25'33"	201.39'
C45	43.45'	150.00'	16°35'52"	S 80°38'59"	43.30'
C46	43.45'	150.00'	16°35'52"	S 80°38'59"	43.30'
C47	9.24'	2.96'	178°56'39"	N 89°20'17"	5.91'
C48	9.33'	506.00'	1°03'21"	N 0°39'43"	9.33'
C49	9.42'	3.00'	180°00'00"	N 88°48'36"	6.00'
C50	17.28'	5.50'	180°00'00"	S 01°03'05"	11.00'
C51	17.28'	5.50'	180°00'00"	N 01°03'05"	11.00'
C52	21.26'	13.00'	93°41'52"	N 85°12'08"	18.97'
C53	7.12'	51.00'	7°59'43"	N 42°21'04"	7.11'
C54	46.18'	14.00'	189°00'50"	N 48°09'30"	27.91'
C55	7.12'	51.00'	7°59'43"	S 41°19'56"	7.11'
C56	21.26'	13.00'	93°41'52"	S 01°31'08"	18.97'
C57	1.74'	238.00'	0°25'08"	S 48°09'30"	1.74'
C58	34.52'	15.08'	131°10'57"	S 76°15'52"	27.46'
C59	36.53'	39.00'	53°48'58"	S 16°52'26"	35.30'
C60	31.05'	39.00'	45°36'40"	S 66°35'15"	30.23'
C61	35.34'	15.00'	134°59'13"	N 23°06'49"	27.72'
C62	83.31'	609.90'	7°49'34"	N 42°02'27"	83.24'
C63	157.05'	100.00'	89°58'49"	N 45°10'21"	141.40'
C64	39.28'	25.00'	90°01'11"	S 43°49'39"	35.36'
C65	213.37'	925.00'	13°13'00"	S 05°25'33"	212.90'
C66	103.20'	100.00'	59°07'43"	S 1°31'48"	98.88'
C67	36.17'	25.00'	84°15'39"	S 89°13'30"	33.54'
C68	52.26'	475.00'	11°07'42"	N 54°12'32"	52.11'
C69	239.37'	225.00'	60°57'20"	N 20°17'43"	228.24'
C70	39.28'	25.00'	89°58'49"	N 45°10'21"	35.35'
C71	227.64'	200.00'	65°12'20"	S 56°14'04"	215.52'
C72	64.40'	165.00'	22°42'35"	S 34°59'12"	64.97'
C73	31.21'	25.00'	71°31'23"	S 10°34'48"	29.22'
C74	146.15'	225.00'	37°12'57"	S 05°34'25"	143.55'
C75	423.38'	430.00'	56°24'51"	S 16°10'22"	406.49'
C76	99.94'	165.00'	29°21'53"	S 59°03'44"	98.85'
C77	40.67'	25.00'	93°11'52"	N 59°39'23"	36.33'
C78	199.87'	475.00'	24°06'32"	N 25°05'43"	198.40'
C79	36.17'	25.00'	84°15'39"	N 04°57'51"	33.54'
C80	154.83'	150.00'	59°07'43"	N 17°11'48"	148.02'
C81	36.17'	25.00'	84°15'39"	N 04°57'51"	33.54'
C82	154.83'	150.00'	59°07'43"	N 17°11'48"	148.02'

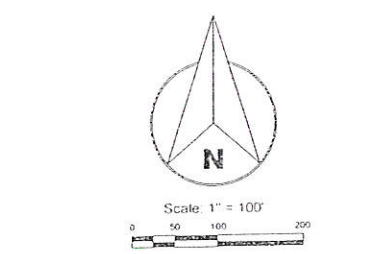
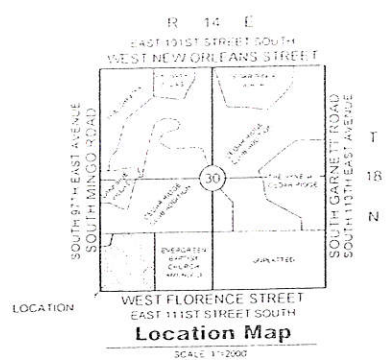
Line Table

LINE	BEARING	DISTANCE
L1	S 01°09'45" E	99.97'
L2	N 88°50'14" E	5.29'
L3	S 01°10'57" E	281.49'
L4	S 32°47'16" E	15.58'
L5	N 32°47'16" W	12.08'
L6	S 01°11'24" E	38.60'
L7	S 46°11'24" E	49.50'
L8	S 46°03'05" E	35.42'
L9	N 88°56'55" E	39.30'
L10	N 88°56'55" E	182.55'
L11	N 23°37'54" E	41.21'
L12	N 88°50'14" E	135.49'
L13	N 01°09'45" W	99.98'
L14	N 43°48'36" E	49.50'
L15	N 01°11'24" W	9.12'
L16	N 43°46'55" W	48.49'
L17	S 88°56'55" W	95.41'
L18	N 88°56'55" E	95.41'
L19	S 88°56'55" W	182.55'
L20	S 88°56'55" W	39.30'
L21	S 43°56'55" W	35.44'
L22	S 01°11'24" E	41.12'
L23	N 01°11'24" W	50.39'
L24	S 88°56'55" W	49.00'
L25	N 88°56'55" E	49.00'
L26	S 43°46'55" E	48.49'
L27	S 88°50'14" W	125.03'
L28	S 01°10'57" E	192.94'
L29	S 12°02'03" W	76.37'
L30	S 47°05'40" E	48.11'
L31	S 59°46'23" E	5.19'
L32	N 01°10'57" W	281.49'
L33	N 01°10'57" W	192.97'
L34	S 88°50'14" W	15.76'
L35	S 23°37'54" W	41.21'
L36	S 12°02'03" W	61.19'
L37	S 44°22'48" E	20.11'
L38	N 47°05'40" W	48.11'
L39	N 12°02'03" E	76.37'
L40	S 46°43'10" E	63.74'
L41	N 16°52'43" W	55.10'
L42	S 13°50'56" E	103.20'
L43	N 1°33'52" W	124.33'
L44	N 20°31'39" W	55.24'
L45	N 5°18'48" W	41.33'
L46	N 7°43'45" E	66.84'
L47	N 11°36'04" E	77.42'
L48	N 27°13'51" E	77.43'
L49	N 44°29'57" E	43.67'
L50	N 2°08'34" W	21.00'



Backflow Preventer Valve Table

BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE ELEVATION	MANHOLE RIM ELEVATION
1	1	661.5	-	657.78
	2	662.5	-	657.96
	3	663.0	-	657.96
	4	664.0	-	657.96
	5	664.5	-	663.81
	6	665.5	-	668.78
	7	666.5	-	668.78
	8	667.5	-	668.78
	9	668.5	-	668.89
2	1	667.5	-	668.27
	2	667.5	-	665.16
	3	666.5	a	665.00
	4	665.8	a	665.00
	5	665.5	17	664.64
	6	665.0	17	664.64
	7	664.5	17	664.64
	8	663.5	17	664.64
	9	662.5	16	663.56
3	1	667.5	-	668.27
	2	667.5	-	665.16
	3	666.5	a	665.00
	4	665.8	a	665.00
	5	665.5	17	664.64
	6	665.0	17	664.64
	7	664.5	17	664.64
	8	663.5	17	664.64
	9	662.5	16	663.56
4	1	667.5	-	668.27
	2	667.5	-	665.16
	3	666.5	a	665.00
	4	665.8	a	665.00
	5	665.5	17	664.64
	6	665.0	17	664.64
	7	664.5	17	664.64
	8	663.5	17	664.64
	9	662.5	16	663.56



STATE OF OKLAHOMA)
COUNTY OF TULSA)
I, Pat Key, Tulsa County Clerk, do hereby certify that the foregoing is a true and correct copy of the like instrument now on file in my office.
Dated the 23rd day of March 2016
PAT KEY, Tulsa County 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 \$1,590.00 per trust receipt no. 14291 to be applied to 2016 taxes. This certificate is NOT to be construed as payment of 2016 taxes in full but is given in order that this plat may be filed of record. 2016 taxes may exceed the amount of the security deposit.
Dated: 03/23/2016
Dennis Schreyer
Tulsa County Treasurer
By: [Signature] Deputy

STATE OF OKLAHOMA)
COUNTY OF TULSA)
I, Pat Key, Tulsa County Clerk, in and for the County and State above, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
DATED THE _____ DAY OF _____ 2016
PAT KEY, TULSA COUNTY CLERK
DEPUTY

APPROVED 5/19/15 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA
[Signature]
MAYOR
[Signature]
ATTEST CITY CLERK

BERWICK SOUTH

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW4) OF SECTION THIRTY (30), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION THIRTY (30), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, THENCE N 88°48'36" E AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW4) A DISTANCE OF 1249.58 FEET TO THE SOUTHWEST CORNER OF EVERGREEN BAPTIST CHURCH AMENDED, DOC# 2009097952, FILED IN THE OFFICE OF TULSA COUNTY CLERK, THENCE N 01°10'57" W AND ALONG THE WEST LINE OF SAID EVERGREEN BAPTIST CHURCH AMENDED A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 OF SAID EVERGREEN BAPTIST CHURCH AMENDED AND THE POINT OF BEGINNING; THENCE CONTINUING N 01°10'57" W AND ALONG THE WEST LINE OF SAID EVERGREEN BAPTIST CHURCH AMENDED A DISTANCE OF 172.10 FEET TO A POINT ON THE SOUTH LINE OF BERWICK ON CEDAR RIDGE (BLOCKS 2,3,4,5,6), DOC# 2006080454, FILED IN THE OFFICE OF TULSA COUNTY CLERK, SAID LINE BEING ALSO THE SOUTH LINE OF CEDAR RIDGE CLUB ADDITION, PLAT # 2895, FILED IN THE OFFICE OF TULSA COUNTY CLERK, THENCE S 88°50'48" W AND ALONG THE SOUTH LINE OF SAID BERWICK ON CEDAR RIDGE (BLOCKS 2,3,4,5,6) AND THE SOUTH LINE OF SAID CEDAR RIDGE CLUB ADDITION A DISTANCE OF 918.94 FEET TO A POINT ON THE EAST LINE OF BERWICK ON CEDAR RIDGE (BLOCK 1) DOC# 200795382, FILED IN THE OFFICE OF TULSA COUNTY CLERK, THENCE S 11°30'27" W AND ALONG SAID EAST LINE A DISTANCE OF 271.56 FEET TO THE SOUTHEAST CORNER OF SAID BERWICK ON CEDAR RIDGE (BLOCK 1), THENCE S 87°50'02" W AND ALONG THE SOUTH LINE OF SAID BERWICK ON CEDAR RIDGE (BLOCK 1), A DISTANCE OF 219.61 FEET TO THE SOUTHWEST CORNER OF SAID BERWICK ON CEDAR RIDGE (BLOCK 1), THENCE S 01°02'35" E A DISTANCE OF 465.84 FEET, THENCE S 46°02'35" E A DISTANCE OF 28.28 FEET, THENCE S 01°02'35" E A DISTANCE OF 454.82 FEET, THENCE S 46°07'21" E A DISTANCE OF 34.88 FEET, THENCE N 88°48'36" E A DISTANCE OF 455.11 FEET, THENCE S 46°11'44" E A DISTANCE OF 28.29 FEET, THENCE N 88°48'36" E A DISTANCE OF 679.60 FEET TO THE POINT OF BEGINNING.

SAID TRACTS CONTAINING 1435878 43 SQ. FEET OR 32.963 ACRES

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

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

Section I. Streets, Easements and Utilities

A. PUBLIC STREET AND GENERAL UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "DIE OR 'DETENTION EASEMENT", WHICH ARE LOCATED IN RESERVE AREA "B", AS SHOWN ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUN-OFF FROM AND THROUGH THE SUBDIVISION. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID EASEMENTS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER REFERRED TO AS THE "CITY"). NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENTS AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE CITY. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE BERWICK ON CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") WHICH SHALL BE THE OWNER OF SAID RESERVE AREA "B", TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

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

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

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

C. UNDERGROUND ELECTRIC AND COMMUNICATION.

1. OVERHEAD POLES FOR THE SUPPLY IF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE WEST AND SOUTH PERIMETER UTILITY EASEMENT(S) AND THE IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION C CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SEWER SERVICES.

1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, THE PUBLIC SANITARY SEWER MAIN AND STORM SEWERS LOCATED ON SUCH LOT.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH LOT OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION D SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE ABOVE OWNER AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. GAS SERVICE.

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL SUCH

EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY

F. SURFACE DRAINAGE.

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

G. PAVING AND LANDSCAPING WITHIN EASEMENTS.

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

H. LIMITS OF NO ACCESS.

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

2. THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" (L.N.A.) SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

I. STORMWATER DETENTION AND DRAINAGE AREAS.

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

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

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

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

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

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

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

Section II. Building and Restrictive Covenants

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

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW.

1. FORMATION.

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

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

2. MEMBERSHIP.

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

3. SUBMISSION OF PLANS.

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

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

- LANDSCAPE PLAN, INCLUDING LOCATION AND SIZE OF ALL REQUIRED TREES, AND
- ANY OTHER PLANS OR DETAILS REQUIRED BY THE ARCHITECTURAL COMMITTEE.

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

4. VARIANCE.

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

B. RESIDENTIAL LOTS USE.

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

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

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

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

D. FRONTING AND ACCESS LIMITATION.

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

E. YARDS AND SETBACKS.

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

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

2. MINIMUM SIDE YARDS.

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

3. MINIMUM REAR YARD.

THE MINIMUM REAR YARD SHALL BE 20'.

4. MINIMUM LOT AREA AND LOT BOUNDARY ADJUSTMENT.

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

5. MAXIMUM NUMBER OF DWELLING UNITS.

THE MAXIMUM NUMBER OF DWELLING UNITS SHALL BE 88.

6. MINIMUM LOT WIDTH AND LOT FRONTAGE.

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

F. MAXIMUM STRUCTURE HEIGHT.

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

G. VIEW OBSTRUCTIONS.

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

H. FLOOR AREA.

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

I. FOUNDATIONS.

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

J. GARAGES AND DRIVEWAYS.

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

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

K. MASONRY.

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

L. WINDOWS AND DOORS.

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

M. ROOF PITCH.

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

