

Preliminary Plat for Rose District Row Homes

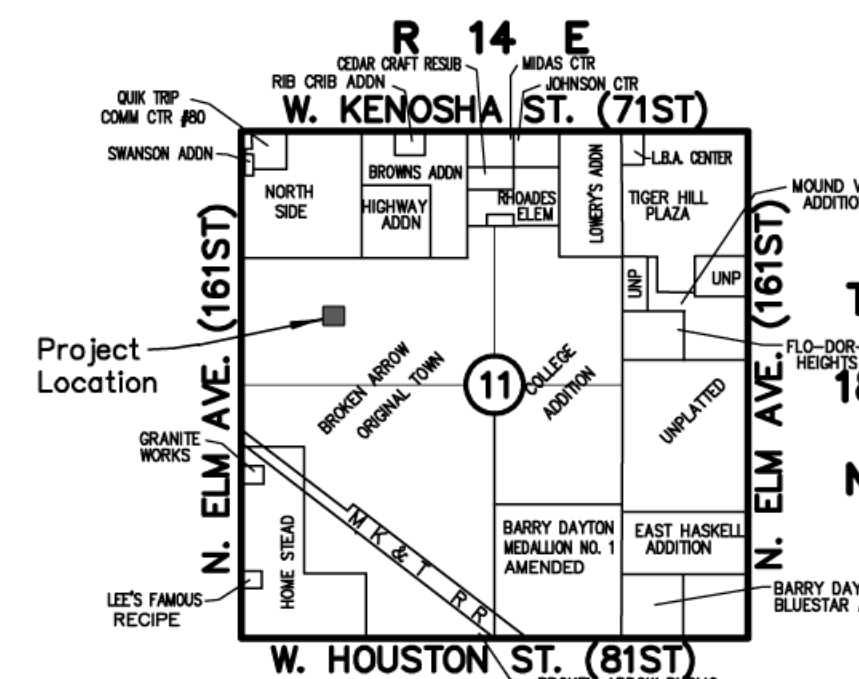
AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)
OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14)
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

ROSE DISTRICT ROW HOMES
PART OF PUD 241
DEED OF DEDICATION

OWNER/DEVELOPER:
RoCo Properties, LLC
8624 Harp Boulevard
Broken Arrow, OK 74014
Contact: Adam Pray
Phone: (918) 850-3604
Email: AWPPray@yahoo.com

SURVEYOR:
Huddleston Land Surveying, Inc.
C.A. No. 1613, Exp. 06/30/2019
P.O. Box 496
Vinita, OK 74301
Phone: (918) 451-1925

ENGINEER:
Sanders Engineering, Inc.
C.A. No. 2370, EXPIRATION DATE 6/30/2019
11502 S. 66th E. Ave.
Bixby, Oklahoma 74008
Phone: (918) 296-5067
Fax: (918) 296-5068
Contact: Robert David Sanders, PE.
email: rdsand1@sbglobal.net

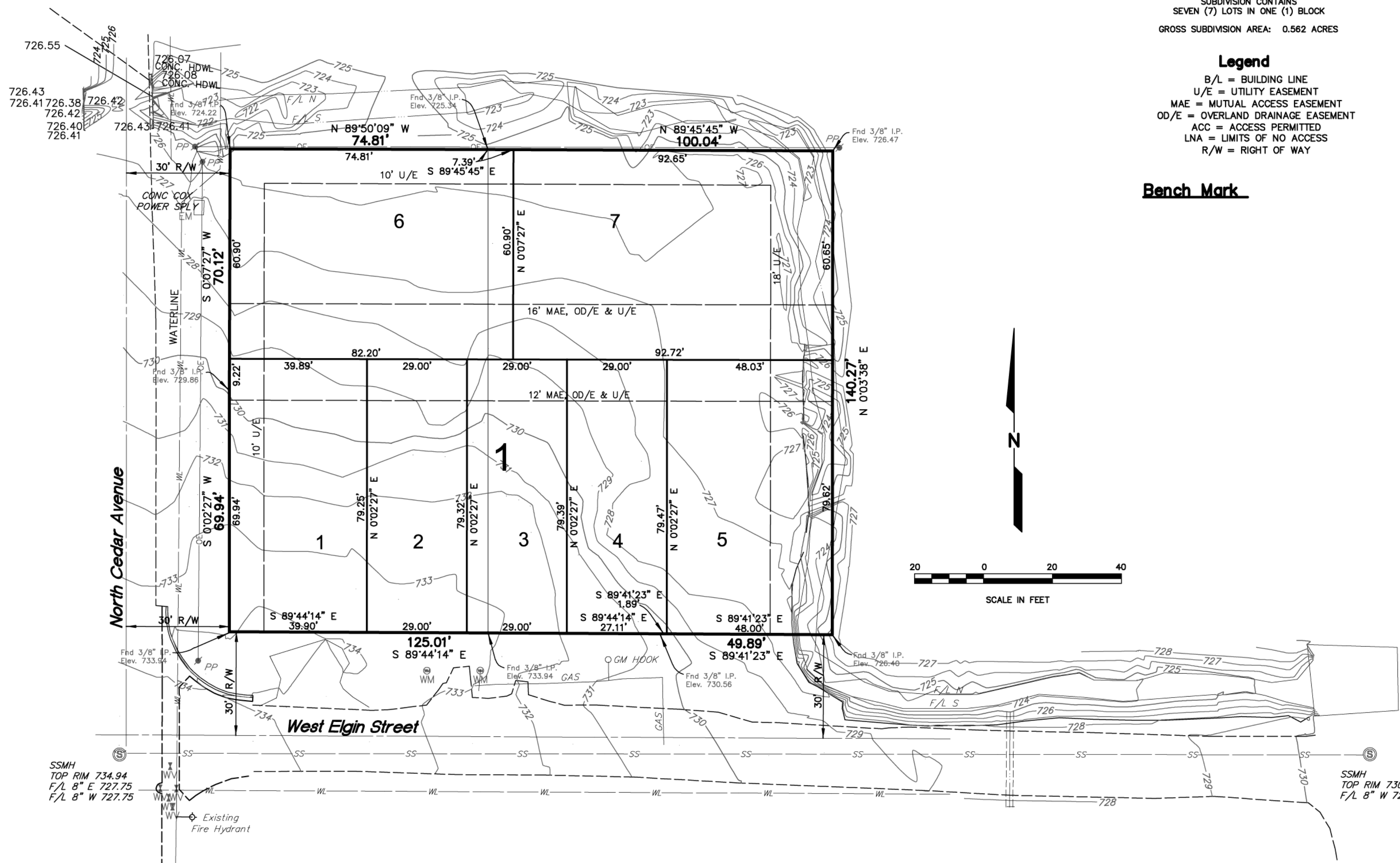


Location Map
SCALE: NONE

SUBDIVISION CONTAINS
SEVEN (7) LOTS IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 0.562 ACRES

Legend
B/L = BUILDING LINE
U/E = UTILITY EASEMENT
MAE = MUTUAL ACCESS EASEMENT
OD/E = OVERLAND DRAINAGE EASEMENT
ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
R/W = RIGHT OF WAY

Bench Mark



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

Dated the _____ day of _____ 20____
MICHAEL WILLIS, Tulsa County Clerk
Deputy

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
Mayor: Craig Thurmond
Attest: City Clerk: Lisa Blackford

CASE NO. _____

Rose District Row Homes
SHEET 1 OF 2
Date Prepared: JUNE 27, 2017

(TULSA COUNTY TREASURER)

KNOW ALL MEN BY THESE PRESENTS:

THAT ROCO PROPERTIES, LLC IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

LOTS 13 THROUGH 19 IN BLOCK 12, BROKEN ARROW, CREEK NATION, INDIAN TERRITORY (OKLAHOMA) ACCORDING TO THE RECORDED PLAT B-2 THEREOF.

ROCO PROPERTIES, LLC, HEREINAFTER REFERRED TO AS THE "OWNER", HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, RE-PLATTED AND RE-SUBDIVIDED IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ROSE DISTRICT ROW HOMES", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC SERVICES MAY BE LOCATED ALONG THE WEST PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE; AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS 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 EASEMENTWAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE 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.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 SO INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT 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 DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE AND THE OWNERS OF THE LOTS AGREE TO BE BOUND HEREBY.

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AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)
OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14)
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

ROSE DISTRICT ROW HOMES
PART OF PUD 241

DEED OF DEDICATION

C. WATER AND SEWER SERVICE

1. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED THEREON.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OR LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, 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 EASEMENTWAYS 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.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNERS AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

THE LOTS 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 THE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

E. 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 WATER LINE, SEWER LINE OR UTILITY EASEMENT 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.

F. MUTUAL ACCESS, OVERLAND DRAINAGE AND UTILITY EASEMENT

1. THE OWNER/DEVELOPER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A MUTUAL ACCESS, OVERLAND DRAINAGE AND UTILITY EASEMENT ON, OVER AND ACROSS THE PROPERTY, SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF PERMITTING COMMON INGRESS AND EGRESS; FOR THE CONVEYANCE AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; AND, FOR THE FURTHER PURPOSE OF PROVIDING AN EASEMENT FOR UTILITIES TO SERVE THE SUBDIVISION.
2. THE MAINTENANCE RESPONSIBILITY OF SAID MUTUAL ACCESS, OVERLAND DRAINAGE AND UTILITY EASEMENT SHALL REMAIN WITH THE PROPERTY OWNER'S ASSOCIATION OR WITH ITS HEIRS OR ASSIGNS.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS ELGIN STREET ROW HOMES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD-241, PURSUANT TO SECTION 6.4 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, ORDINANCE NUMBER 2931 AS SAID ORDINANCE EXISTED ON OCTOBER 16, 2012; AND WHEREAS PUD-241 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON _____ AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON _____, SUBJECT TO THIS PLAT;

AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNER'S SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA;

AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO;

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

THE DEVELOPMENT OF THE PROPERTY SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON OCTOBER 16, 2012, OR AS MAY BE SUBSEQUENTLY AMENDED.

- A. PERMITTED USE: THE PERMITTED USE SHALL BE AS PERMITTED IN ZONING DISTRICT DF, DOWNTOWN FRINGE, AND IS RESTRICTED TO SINGLE-FAMILY ATTACHED DWELLING UNITS.

B. DEVELOPMENT STANDARDS: THE DEVELOPMENT OF ROSE DISTRICT ROW HOMES SHALL BE SUBJECT TO THE PROVISIONS OF PLANNED UNIT DEVELOPMENT NO. 241 INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. LAND AREA: 0.562 ACRES
2. DWELLING UNITS: 7
3. MINIMUM LOT FRONTAGE: 29 FEET
4. MAXIMUM HEIGHT/STORIES: 35 FEET/2.5 STORIES
5. MINIMUM BUILDING SETBACKS:
 - a. FRONT 4 FEET TO STRUCTURE, 0 FEET TO PORCH
 - b. UNATTACHED SIDE 0 FEET
 - c. REAR 10 FEET
6. MINIMUM LOT SIZE: 2300 SQUARE FEET
7. MINIMUM LOT COVERAGE: 65%
8. MINIMUM PARKING REQUIREMENT: 1 CAR GARAGE PARKING PER UNIT
9. LIGHTING SHALL BE DIRECTED DOWNWARD AND SHIELDED FROM VIEW OF NEIGHBORING RS-3 DISTRICT.
10. BUILDING EXTERIOR MATERIALS SHALL BE MASONRY, STUCCO, STONE OR OTHER APPROVED DURABLE MATERIALS, SHALL VARY IN COLOR AND BLEND WITH THE COLORS IN USE IN THE SURROUNDING NEIGHBORHOOD.
11. ROOFING MATERIAL SHALL BE TAMKO HERITAGE OR EQUAL.
12. LANDSCAPE STANDARDS: LANDSCAPING SHALL MEET THE REQUIREMENTS OF SECTION 5.2 OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
13. SIDEWALKS SHALL BE INSTALLED IF AND AS REQUIRED BY THE CITY OF BROKEN ARROW.
14. VEHICULAR ACCESS WILL BE FROM CEDAR AVENUE TO THE INTERIOR MUTUAL ACCESS EASEMENT SERVING THE REAR ENTRY GARAGES OF THE UNITS.

SECTION III. HOMEOWNER'S ASSOCIATION

A. FORMATION.

THE OWNER HAS FORMED OR SHALL BE CAUSED TO BE FORMED, A NOT FOR PROFIT ASSOCIATION OF OWNERS OF LOTS WITHIN THE SUBDIVISION FOR THE GENERAL PURPOSES OF MAINTAINING SIGNS, LANDSCAPING, COMMON DRIVE, RETAINING WALLS AND OTHER COMMON AREAS AND TO ENHANCE THE DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION. EVERY RECORD OWNER OF A FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER ("MEMBER") OF THE ASSOCIATION AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION. ALL MEMBERS OF THE ASSOCIATION COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY SPECIAL ASSESSMENT ESTABLISHED AS HEREINAFTER SET FORTH AND AN ANNUAL ASSESSMENT ESTABLISHED BY THE ASSOCIATION AS HEREINAFTER SET FORTH, WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST.

B. VOTING.

EACH MEMBER SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED BY A MEMBER; PROVIDED, HOWEVER, WHEN TWO OR MORE PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BE MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES, MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY LOT.

C. OWNER CONTROL OF ASSOCIATION.

OWNER, OR ITS DESIGNEE, SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE OWNER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH OWNER'S RIGHTS UNDER THIS SECTION III C. TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF THOSE PERSONS DESIGNATED BY OWNER. OWNER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS OWNER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY, (B) THE GIVING OF WRITTEN NOTICE BY OWNER TO THE ASSOCIATION'S BOARD OF DIRECTORS, OF THE OWNER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) THIRTY (30) YEARS FROM THE DATE OF RECORDING HEREOF. FROM AND AFTER THE TURNOVER DATE, THE ASSOCIATION'S BOARD OF DIRECTORS SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE LOT OWNERS SHALL BE VESTED EXCLUSIVELY IN OWNER. THE LOT OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNER'S LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. OWNER, UPON REQUEST OF A LOT OWNER, SHALL SUPPLY SUCH LOT OWNER WITH AN ANNUAL ACCOUNT OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.

D. LIEN AND PERSONAL OBLIGATION FOR ANNUAL AND SPECIAL ASSESSMENTS.

ALL OWNERS OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE, SHALL BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION THEIR SHARE OF:

1. AN ANNUAL ASSESSMENT FOR THE PURPOSE OF THE MAINTENANCE AND REPAIR OF THE COMMON AREAS, THE ADDITIONAL SIDEWALKS AND FOR SUCH OPERATING COSTS OF THE ASSOCIATION WHICH ARE RELATED TO THE OPERATION OF THE SAID AREAS AND THE GENERAL OPERATIONS OF THE ASSOCIATION SHALL BE DETERMINED AT THE ANNUAL MEETING OR AT ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING, AND

2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED AND ESTABLISHED AT THE ANNUAL MEETING OR ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING.

E. ASSESSMENT DUE DATES

THE ANNUAL ASSESSMENT SHALL COMMENCE ON THE DATE OF CONVEYANCE OF TITLE TO A LOT TO THE OWNER OF SUCH LOT. THEREAFTER, THE FORM AND MEANS OF WRITTEN NOTICE AND THE DUE DATE AND TERMS OF PAYMENT OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE OFFICERS OF THE ASSOCIATION. THE TERMS OF PAYMENT, THE DUE DATE AND NOTICE OF A SPECIAL ASSESSMENT SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

F. EFFECT OF NONPAYMENT OF ASSESSMENTS

ANY ASSESSMENTS WHICH ARE NOT PAID ON OR BEFORE THE DUE DATE SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE LOT AGAINST WHICH SAID ASSESSMENT IS MADE. IF THE ASSESSMENT IS NOT PAID ON OR BEFORE THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM UNTIL PAID. THE ASSOCIATION MAY TAKE ACTION AGAINST ANY OWNER DELINQUENT IN THE PAYMENT OF ASSESSMENTS OWED TO THE ASSOCIATION. SUCH ACTION MAY INCLUDE ACTIONS TO ENFORCE A LIEN AGAINST MEMBER'S PROPERTY AND ANY OTHER ACTIONS DESIGNATED TO OBTAIN PAYMENT FROM A FINANCIAL OBLIGATION OWED BY AN OWNER. IN TAKING THESE ACTIONS, THE ASSOCIATION SHALL BE ENTITLED TO COLLECT THE COSTS IT HAS INCURRED INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, COURT COSTS, INTEREST AND SUCH OTHER EXPENSES THE ASSOCIATION REASONABLY INCURS IN PURSUING ITS COLLECTION EFFORTS. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE RESERVE AREAS OR ABANDONMENT OF HIS LOT.

G. SUBORDINATION OF THE LIEN TO MORTGAGES

THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE NOW OR HEREAFTER PLACED UPON ANY LOT; PROVIDED, HOWEVER, THAT SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS OR INSTALLMENTS THEREOF WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO THE SALE OF SUCH LOT PURSUANT TO A FORECLOSURE OF SUCH MORTGAGE OR TRANSFER OR CONVEYANCE IN LIEU OF SUCH FORECLOSURE. SUCH SALE PURSUANT TO SUCH FORECLOSURE OR SUCH TRANSFER OR CONVEYANCE IN LIEU OF FORECLOSURE SHALL NOT RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREOF THEREAFTER BECOMING DUE OR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENTS OR INSTALLMENTS.

H. GOVERNING DOCUMENTS

THE ADDITION'S GOVERNING DOCUMENTS SHALL CONSIST OF THE FOLLOWING DOCUMENTS AS THEY MAY BE AMENDED: (1) ARTICLES OF INCORPORATION OF THE HOMEOWNERS ASSOCIATION, INC., (2) BY-LAWS OF THE HOMEOWNERS ASSOCIATION, INC., (3) THIS PLAT AS FILED IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, (4) RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION, INC. AND (5) THE ARCHITECTURAL GUIDELINES. THE GOVERNING DOCUMENTS APPLY TO ALL LOT OWNERS, THEIR RESPECTIVE TENANTS, GUESTS AND INVITEES, AND ANY LESSEES. IF ANY COURT SHOULD DETERMINE ANY PROVISION OF THE GOVERNING DOCUMENTS IS INVALID, OR INVALID AS APPLIED IN A PARTICULAR INSTANCE, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OF OTHER PROVISIONS OR APPLICATIONS OF SUCH PROVISIONS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I., EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I. SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL 20 YEARS HENCE FROM THE DATE OF FILING OF RECORD, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I., STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OR ITS SUCCESSORS AND BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

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 OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 20____.

ROCO PROPERTIES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

ADAM W. PRAY, 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 _____ DAY OF _____, 20____, PERSONALLY APPEARED ADAM W. PRAY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER 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 OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

I, MICHAEL J. HUDDLESTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED 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 "ROSE DISTRICT ROW HOMES", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS _____ DAY OF _____, 20____.

MICHAEL J. HUDDLESTON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1103

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED MICHAEL J. HUDDLESTON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Rose District Row Houses

SHEET 2 OF 2

Date Prepared: JUNE 27, 2017