

PUD-326

Pine Valley Ranch

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF
SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH,
RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT PINE VALLEY RANCH LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 1°28'57" WEST AND ALONG THE EAST LINE OF SAID E/2 SE/4, FOR A DISTANCE OF 1300.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°31'03" WEST, AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 759.11 FEET; THENCE NORTH 39°31'14" WEST FOR A DISTANCE OF 62.10 FEET; THENCE SOUTH 88°36'21" WEST FOR A DISTANCE OF 271.90 FEET; THENCE NORTH 81°55'54" WEST FOR A DISTANCE OF 121.66 FEET; THENCE SOUTH 88°36'21" WEST FOR A DISTANCE OF 129.78 FEET TO A POINT ON THE WEST LINE OF THE E/2 SE/4; THENCE NORTH 1°27'47" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1267.85 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE E/2 SE/4; THENCE NORTH 88°36'21" EAST AND ALONG THE NORTH LINE OF THE E/2 SE/4, FOR A DISTANCE OF 1318.59 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE E/2 SE/4; THENCE SOUTH 1°28'57" EAST AND ALONG THE EAST LINE OF THE E/2 SE/4, FOR A DISTANCE OF 1335.53 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT A TRACT OF LAND GRANTED, DEDICATED AND CONVEYED BY THAT CERTAIN DEED OF DEDICATION DATED NOVEMBER 1, 2005 AND FILED OF RECORD NOVEMBER 30, 2005 AS DOCUMENT NUMBER 2005141490 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SE/4; THENCE NORTH 1°28'57" WEST AND ALONG THE EAST LINE OF THE E/2 SE/4, FOR A DISTANCE OF 1300.60 FEET; THENCE SOUTH 88°31'03" WEST FOR A DISTANCE OF 24.75 FEET TO A POINT ON THE STATUTORY RIGHT-OF-WAY LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE LESS AND EXCEPT TRACT; THENCE SOUTH 88°31'03" WEST FOR A DISTANCE OF 42.75 FEET; THENCE NORTH 1°28'57" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 1185.33 FEET; THENCE NORTH 7°10'52" WEST FOR A DISTANCE OF 151.07 FEET TO A POINT ON THE NORTH LINE OF THE E/2 SE/4; THENCE NORTH 88°36'21" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 32.50 FEET TO A POINT BEING 50.00 FEET WEST OF THE NORTHEAST CORNER OF SAID E/2 SE/4; THENCE SOUTH 1°28'57" EAST AND PARALLEL WITH THE EAST LINE OF THE E/2 SE/4, FOR A DISTANCE OF 1318.11 FEET; THENCE NORTH 88°31'03" EAST FOR A DISTANCE OF 25.25 FEET TO A POINT ON SAID STATUTORY RIGHT-OF-WAY LINE; THENCE SOUTH 1°28'57" EAST AND ALONG THE STATUTORY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING OF THE LESS AND EXCEPT TRACT;

EXCLUDING THE LESS AND EXCEPT TRACT, SAID TRACT CONTAINS 1,707,256 SQUARE FEET OR 39.193 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- 3/4" IRON PIN IN VALVE BOX FOUND AT THE SOUTHEAST CORNER OF THE SE/4 OF SECTION 20;
- PK NAIL FOUND AT THE NORTHEAST CORNER OF THE SE/4 OF SECTION 20;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°28'57" WEST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO ONE HUNDRED THIRTY-SIX (136) LOTS IN SEVEN (7) BLOCKS, THREE (3) RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "PINE VALLEY RANCH", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "PINE VALLEY RANCH" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER/DEVELOPER, 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/DEVELOPER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER 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, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES, STORM SEWER FACILITIES, AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE RIGHT-OF-WAY OF SOUTH OLIVE AVENUE DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. 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 RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (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 SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE PROPER 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE LINES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS. SAID RESTRICTIONS ON ALTERATIONS OF GRADE AND LIMITATIONS ON CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DO NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE EASEMENT CONTAINED WITHIN RIGHT OF WAY AGREEMENT GRANTED IN FAVOR OF OKLAHOMA NATURAL GAS, FILED OF RECORD IN BOOK 5810 ON PAGE 1804, COUNTY OF TULSA RECORDS, CONTAINS CERTAIN RESTRICTIONS AS SPECIFICALLY SET FORTH WITHIN SAID RIGHT OF WAY AGREEMENT.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICE AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, 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, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE HOMEOWNERS' ASSOCIATION. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES OR THE STATE OF OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE 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. OTHER USES:

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

G. ACCESS RESTRICTIONS:

1. THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

2. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

H. SIDEWALKS:

1. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED ALONG THE INDIVIDUAL LOT'S FULL FRONTAGE WITHIN THE STREET RIGHT-OF-WAY BY EACH LOT OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. THE OWNER/DEVELOPER WILL CONSTRUCT SIDEWALKS ALONG SOUTH OLIVE AVENUE AND ALL STREETS ADJACENT TO ALL RESERVE AREAS AND REQUIRED CURB RAMPS THROUGHOUT THE SUBDIVISION.

I. OVERLAND DRAINAGE EASEMENTS:

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL OVERLAND DRAINAGE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING, HVAC, POOL, OR OTHER BUILDING-RELATED EQUIPMENT, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT. PROVIDED, HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES THEREIN LOCATED SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE EASEMENT, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE OWNER OF ANY LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

J. SIDEWALK EASEMENT:

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS ON, OVER, AND ACROSS THE AREA DEPICTED IN THE ACCOMPANYING PLAT AS "SIDEWALK EASEMENT" OR "SW/E" FOR THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR RESPECTIVE TENANTS, AGENTS, GUESTS, AND INVITEES, FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, AND REPLACING SIDEWALKS.

SECTION II. RESERVE AREAS

A. ALL RESERVE AREAS:

1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION").

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SAME BY OWNER/DEVELOPER TO THE ASSOCIATION. SEE SECTION IV. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. ALL RESERVES, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

5. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER FAILS TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

6. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER/DEVELOPER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

B. RESERVES A, B, AND C:

1. RESERVES A, B, AND C ARE DESIGNATED TO BE USED FOR NEIGHBORHOOD PERIMETER FENCES AND WALLS, ENTRY FEATURES, SIGNAGE, LANDSCAPING, LIGHTING, IRRIGATION, OPEN SPACE, PEDESTRIAN ACCESS, AND/OR OTHER NEIGHBORHOOD AMENITIES, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

2. RESERVES A, B, AND C, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS UTILITY EASEMENTS, PROVIDED THE OWNER/DEVELOPER RETAINS THE RIGHT TO CONSTRUCT PRIVATE NEIGHBORHOOD AMENITIES AS PROVIDED HEREINABOVE.

PUD-326

Pine Valley Ranch

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF
SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH,
RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, PINE VALLEY RANCH WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 326 "PINE VALLEY") AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON DECEMBER 21, 2021; AND WHEREAS, PUD NO. 326 WAS RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 18, 2021, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 21, 2021; 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, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 326 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW. 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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL DEVELOPMENT STANDARDS

1. THE DEVELOPMENT OF PINE VALLEY SHALL BE SUBJECT TO PUD NO. 326 AND THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON DECEMBER 21, 2021, OR AS MAY BE SUBSEQUENTLY AMENDED.
2. ACCESS AND CIRCULATION:
PUD-326 HAS APPROXIMATELY 1,890 FEET OF FRONTAGE ON SOUTH OLIVE AVENUE. THREE (3) POINTS OF ACCESS TO SOUTH OLIVE AVENUE ARE CONCEPTUALLY ILLUSTRATED ON THE PUD-326 EXHIBIT B "CONCEPTUAL SITE PLAN." A MAXIMUM OF THREE (3) POINTS OF ACCESS SHALL BE ALLOWED, PROVIDED THAT ALL SUCH POINTS OF ACCESS MEET THE SEPARATION AND ALIGNMENT REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE. FROM THE ADJOINING PEMBROOKE PARK SUBDIVISIONS, THE SUBJECT PROPERTY HAS ADDITIONAL ACCESS VIA FOUR (4) STUB STREETS, AND THIS SITE PLAN PROPOSES TO CONNECT TO ALL OF THEM. THE ADDITIONAL CONNECTIONS WILL IMPROVE ACCESSIBILITY AND PUBLIC SAFETY FOR THE ENTIRE AREA. ALTOGETHER, THE VARIOUS CONNECTIONS WILL CREATE A WALKABLE, COHESIVE NEIGHBORHOOD.

STREETS SERVING THE SINGLE-FAMILY RESIDENTIAL PUD-326 DEVELOPMENT AREA A ("PINE VALLEY RANCH") SHALL BE PUBLIC. PUD-326 DEVELOPMENT AREA B ("PINE VALLEY RESERVE") WILL BE SERVED BY GATED, PRIVATE STREETS. ALL STREETS, PUBLIC OR PRIVATE, SHALL BE CONSTRUCTED TO MEET THE CITY OF BROKEN ARROW STANDARDS FOR PUBLIC STREETS. GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE INTERNATIONAL FIRE CODE ADOPTED BY THE CITY OF BROKEN ARROW AND BE APPROVED BY THE BROKEN ARROW FIRE MARSHAL DURING THE PLATING STAGE.

THE PARK AND POND WITHIN PUD-326 DEVELOPMENT AREA B ("PINE VALLEY RESERVE") SHALL CONTAIN OFFSTREET PARKING FOR THE CONVENIENCE OF THE RESIDENTS AND THEIR GUESTS AND VISITORS WITHIN THE GATED SUBDIVISION. ADDITIONAL VISITOR PARKING WILL BE PROVIDED IF AND AS DESIGN OPPORTUNITY PRESENTS.

STREETS AND PEDESTRIAN ACCESSWAYS, CONSISTING OF SIDEWALKS AND/OR TRAILS, WILL CONNECT BOTH NEIGHBORHOODS TO THE SURROUNDING NEIGHBORHOODS, STREETS, AND FUTURE COMMERCIAL DEVELOPMENT AREA TO THE SOUTH, AND WILL BE PLANNED DURING THE ENGINEERING DESIGN AND PLATTING PHASE.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLAT(S) ALONG THE SOUTH OLIVE AVENUE FRONTAGE, EXCEPT AT APPROVED STREET INTERSECTION(S).

DURING THE SITE DEVELOPMENT AND HOME CONSTRUCTION PHASES, AND UNTIL 70% OF THE LOTS ARE PERMITTED FOR CONSTRUCTION, TEMPORARY CONSTRUCTION BARRIERS SHALL BE ERECTED AND MAINTAINED BY THE CONTRACTOR OR DEVELOPER ON ALL EXISTING STUB-STREETS TO WHICH THE SITE PRESENTLY HAS ACCESS, UNLESS OTHERWISE REQUIRED BY THE BROKEN ARROW FIRE MARSHAL.

3. SIGNAGE, LANDSCAPING, AND FENCING:

SIGNAGE, LANDSCAPING, AND FENCING: SIGNS, LANDSCAPING, AND FENCING SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, PROVIDED THAT FENCES ENCLOSING A FRONT YARD ("COURTYARD") SHALL BE PERMITTED UP TO FOUR (4) FEET IN HEIGHT, PROVIDED THAT NO FENCE SHALL OBSTRUCT THE SIGHT TRIANGLE AREAS AS OUTLINED IN BROKEN ARROW REGULATIONS.

NOT LESS THAN 10% OF THE NET LAND AREA SHALL BE PRESERVED AS COMMON OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS. THE MAJORITY OF THIS AREA WILL TAKE THE FORM OF ONSITE STORMWATER DETENTION POND RESERVE AREAS, WHICH WILL INCLUDE TWO (2) OR MORE OF THE FOLLOWING: INTERCONNECTED WALKING TRAILS/SIDEWALKS, PARKS, PLAYGROUNDS, PICNIC AREAS, GAZEBO OR OTHER COVERED SHELTER, FISHING PIERS, AND AERATION FOUNTAINS. THE PARK AND POND WITHIN PUD-326 DEVELOPMENT AREA B ("PINE VALLEY RESERVE") SHALL CONTAIN OFFSTREET PARKING FOR THE CONVENIENCE OF THE RESIDENTS AND THEIR GUESTS AND VISITORS WITHIN THE GATED SUBDIVISION.

4. PLATTING AND SITE PLAN REQUIREMENTS:

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT. ANY NEIGHBORHOOD AMENITIES REQUIRING A BUILDING PERMIT SHALL SUBMIT AND RECEIVE BROKEN ARROW CITY STAFF APPROVAL OF A SITE PLAN APPLICATION.

B. DEVELOPMENT AREA A (ALL OF "PINE VALLEY RANCH")

GROSS LAND AREA: 1,776,555 SF 40.784 AC
NET LAND AREA: 1,776,555 SF 40.784 AC
PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS; NEIGHBORHOOD COMMUNITY PLAYFIELDS AND PARKS INCLUDING CLUBHOUSES, POOLS, AND SIMILAR NEIGHBORHOOD AMENITIES, MINOR UTILITY FACILITIES, AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN.
MAXIMUM NUMBER OF LOTS: 146

MINIMUM LOT WIDTH: 60 FT
MINIMUM LOT AREA: 7,000 SF
MINIMUM LAND AREA PER DWELLING UNIT: 8,500 SF *
MAXIMUM BUILDING HEIGHT: 2.5 STORIES AND 35 FT **
MINIMUM OFF-STREET PARKING: TWO (2) PER DWELLING UNIT. DRIVEWAYS ARE RESTRICTED TO 25 FEET IN WIDTH AT THE FRONTAGE LINE.
MAXIMUM LOT COVERAGE: 60%
MINIMUM LIVABILITY OPEN SPACE PER DU: 3,000 SF
MINIMUM YARD SETBACKS:
FRONT YARD: 20 FT
REAR YARD: 15 FT
SIDE YARD (INTERIOR): 5 FT
CORNER LOTS, OTHER STREET: 10 FT ***
ANY YARD WITHIN 35 FEET OF ARTERIAL STREET: 35 FT FROM ARTERIAL STREET RIGHT-OF-WAY

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT
* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF DWELLING UNITS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.
** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.
*** WHERE A REAR YARD BACKS TO A SIDE YARD OF AN ADJACENT LOT, THE SIDE YARD SETBACK SHALL BE INCREASED TO THE ADJACENT LOT'S APPLICABLE FRONT SETBACK MINUS FIVE (5) FEET. ANY GARAGE FACING A STREET SHALL BE SET BACK NOT LESS THAN 20 FEET. ACCESS AND SETBACK RESTRICTIONS AS PRESENTLY OUTLINED IN BROKEN ARROW ZONING ORDINANCE TABLE 4.1-2 NOTE 3 SHALL APPLY TO [CORNER] LOTS.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION:

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN "PINE VALLEY RANCH" AND A TRACT OF LAND ABUTTING TO THE SOUTH AND CONTAINING APPROXIMATELY 18.494 ACRES AND TO BE PLATTED AS "PINE VALLEY RESERVE" (REFERRED TO HEREIN AS THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"). THE ASSOCIATION HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN "PINE VALLEY RANCH", "PINE VALLEY RESERVE", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, MAINTAINING ANY OTHER FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF SAID SUBDIVISIONS.

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN "PINE VALLEY RANCH" OR "PINE VALLEY RESERVE" SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS:

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

THE STORMWATER DRAINAGE AND DETENTION FACILITY SERVING "PINE VALLEY RANCH" IS LOCATED WITHIN A TRACT OF LAND ABUTTING TO THE SOUTH, CONTAINING APPROXIMATELY 18.494 ACRES, AND TO BE PLATTED AS "PINE VALLEY RESERVE". THE STORMWATER DRAINAGE AND DETENTION FACILITY AND AMENITIES TO BE LOCATED WITHIN "RESERVE A" OF "PINE VALLEY RESERVE" ARE INTENDED TO BE SHARED BETWEEN THE RESIDENTS OF BOTH SUBDIVISIONS. "PINE VALLEY RESERVE" WILL BE SERVED BY GATED, PRIVATE STREETS. THE ASSESSMENTS MAY VARY BETWEEN "PINE VALLEY RANCH" AND "PINE VALLEY RESERVE" AND WILL BE SPECIFIED WITHIN THE HOMEOWNERS' ASSOCIATION'S BYLAWS OR OTHER INSTRUMENT PREPARED BY THE OWNER/DEVELOPER FOR THIS PURPOSE.

D. SPECIAL ASSESSMENTS:

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON A COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, 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. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNER OF ANY LOT WITHIN PINE VALLEY RANCH SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT WITHIN PINE VALLEY RANCH, THE HOMEOWNERS' ASSOCIATION, OR ANY OTHER BENEFICIARY AS SPECIFIED WITHIN THE CONCERNED SECTION HEREOF TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT WITHIN PINE VALLEY RANCH, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THE COVENANTS CONTAINED HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEE, SUCCESSORS, AND ASSIGNS, AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION:

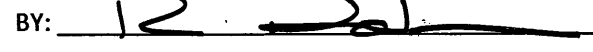
THE COVENANTS CONTAINED WITHIN SECTIONS I., II., AND V. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 326 BY THE BROKEN ARROW PLANNING COMMISSION OR BROKEN ARROW CITY COUNCIL AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ORDINANCE OR OTHER RECORD OF CITY COUNCIL APPROVAL, AS THE CASE MAY BE, WITH THE TULSA COUNTY CLERK. THE COVENANTS WITHIN SECTION IV. AND WITHIN ANY OTHER PART HEREOF WHICH DID NOT ORIGINALLY REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN PINE VALLEY RANCH WITHOUT APPROVAL FROM THE CITY OF BROKEN ARROW. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 24TH DAY OF MAY, 2024.

PINE VALLEY RANCH LLC.
AN OKLAHOMA LIMITED LIABILITY COMPANY


BY: 
RICK DODSON, GENERAL MANAGER

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24TH DAY OF MAY, 2024, PERSONALLY APPEARED RICK DODSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF PINE VALLEY RANCH LLC. TO THE FOREGOING INSTRUMENT, AS ITS GENERAL MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF PINE VALLEY RANCH LLC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2028
MY COMMISSION EXPIRES



NOTARY PUBLIC

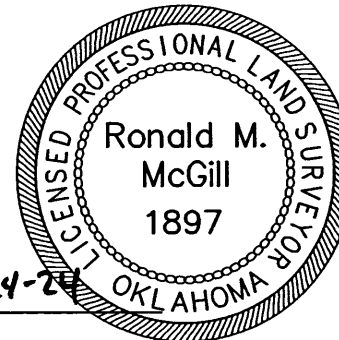


CERTIFICATE OF SURVEY

I, RONALD M. MCGILL, 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 HEREINABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 24TH DAY OF MAY, 2024.

BY: 
RONALD M. MCGILL
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1897

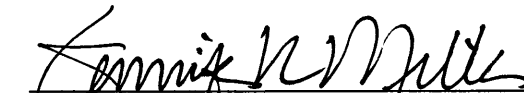


STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24TH DAY OF MAY, 2024, PERSONALLY APPEARED TO ME RONALD M. MCGILL 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.

03/08/2028
MY COMMISSION EXPIRES


NOTARY PUBLIC

