

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GREEN HAY, INC., an Oklahoma Corporation, is the OWNER of the following described property: All of Lot 4, Block 1 of BRENTWOOD VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof in Section 21, Township 18 North, Range 14 East, more particularly described as follows:

Beginning at the Northwest corner of said Lot 4, said point lying 200.27 feet Due South and 60.00 feet Due West of the North-east corner of said Section 21; thence Due South and parallel to the East line of said Section 21 a distance of 590.11 feet to a point; thence S89°38'00"W a distance of 312.17 feet to a point; thence Due North a distance of 115.00 feet to a point; thence N22°30'00"W a distance of 210.00 feet to a point; thence Due North a distance of 300.00 feet to a point; thence Due East a distance of 425.00 feet to the point of beginning, containing 5.24258 acres more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as BRENTWOOD CENTER, an Addition to the City of Broken Arrow, State of Oklahoma.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use forever, the easements and rights-of-way as shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, cable television, electric power lines and transformers, gas lines and water lines, together with all fitting and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances therewith with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

AND, WHEREAS, BRENTWOOD CENTER was processed as Planned Unit Development No. 50 pursuant to Section 1, Article 8 of Ordinance 302 and subsequent amendments thereto of the City of Broken Arrow, as the same existed on June 14, 1984, which Planned Unit Development No. 14 was approved by the Broken Arrow Planning Commission on June 14, 1984, and by the Broken Arrow City Council on June 19, 1984.

NOW, THEREFORE, the OWNER hereby relinquishes any and all right of vehicular ingress or egress from any portion of the property adjacent to South Aspen within the bounds designated as "Limits of No Access" as shown on the attached plat, which "Limits of No Access" or any part or portion thereof may be modified, amended, or revised with the approval of the City Engineer and the Planning Commission of the City of Broken Arrow, Oklahoma.

NOW, THEREFORE, the undersigned OWNER, for the purpose of providing an orderly development of the Planned Unit Development property above described and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned OWNER, its successors and assigns and the City of Broken Arrow, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the owners of the above described lots and by the City of Broken Arrow, Oklahoma.

PROTECTIVE COVENANTS AND RESTRICTIONS

SECTION I

PLANNED UNIT DEVELOPMENT STANDARDS

- 1. Maximum Floor Area Coverage: Lot 1 - 11,284 s.f. Lot 2 - 19,628 s.f. Lot 3 - 9,468 s.f. Lot 4 - 8,931 s.f. Lot 5 - 6,319 s.f. Lot 6 - 10,714 s.f. Lot 7 - 9,015 s.f.
2. By mutual consent of two or more lot owners, allowable coverage may be transferred between lots, except that the total maximum coverage of the affected lots may not exceed the total maximum coverage allowed for said affected lots.
3. Minimum Building Height: Lots 1, 3, 4, 5, 6 & 7 - 1 story Lot 2 - 2 stories
4. Minimum Building Set Back From Property Lines: Along South Aspen Street - 50 feet Adjacent to residential development - 50 feet for 1 story

- Along North Property Line of Addition - 30 feet From lot line within mutual access area - 40 feet From side lot line - 20 feet for 1 story 30 feet for 2 story
4. Minimum Parking Requirements: One parking space for each 200 s.f. of building floor area will be provided.
5. Uses Permitted: Lots 1, 3, 4, 5, 6 & 7 - Per Section 23.3, Column C-2 of the Zoning Ordinance except that no vehicular repair will be permitted. Lot 2 - Per Section 23.3, Column C-2 of the Zoning Ordinance plus auto repair as a secondary use to an auto parts store will be allowed except that no vehicle under major repair shall be parked outside overnight.
6. Screening Fences: An opaque screening fence a minimum of 6 feet in height shall be constructed along the South and West property lines of this addition.
7. Signs: Ground signs to be limited in number to one per parcel along the Aspen frontage and located at least 50 feet from the Aspen right-of-way. All other provisions of the sign ordinance should apply. No temporary or mobile signs should be permitted in this addition other than temporary permitted signs not to exceed 60 days. All mobile signs to conform with existing sign ordinances.
8. Acceleration-Deceleration Lane: An acceleration-deceleration lane shall be constructed adjacent to the existing surfacing of South Aspen Street for the entire length of the East line of this addition. The design and construction standards shall be per the direction of the City Engineer.
9. Landscaping: Landscaping will be required within the 8 feet wide landscape area adjacent to the East, West and South line of this addition as shown on the plat. This landscaping shall include the planting and maintenance of Bradford Pear Trees (approximately 6 feet high) at 25 feet centers. The cost of replacement of any landscaping removed, damaged or killed by the installation, replacement or repair of any utility within the landscape area will be at the expense of the lot owner upon which the occurrence happens.

- Landscaping will also be required within a 5 feet wide strip of land either side of and adjacent to the mutual access roadway, less that portion occupied by driveways.
In addition to the above landscaping requirement, each lot shall have the following square feet of landscaping required: Lot 1 - 500 s.f. Lot 5 - 360 s.f. Lot 2 - 435 s.f. Lot 6 - 600 s.f. Lot 3 - 320 s.f. Lot 7 - 300 s.f. Lot 4 - 350 s.f.
*This landscaping shall be located on any affected lot so as to provide a pleasing and esthetic value to the plot plan layout.
10. Plot Plan and Landscaping Approval: Prior to application for a building permit, on any affected lot, a site plan application shall be submitted to the Planning Commission, with the landscaping plan, for approval. All trees and plants to be shown with their common name.

SECTION II REVIEW OF PLANS BY DEVELOPER

- 1. Prior to submittal of the plot plan and landscaping plan to the Planning Commission, as required under the P. U. D., 2 sets of the site plan and landscaping plan shall be submitted to the developer (Green Hay, Inc.) for their review and approval. If no response is made by the developer within 2 weeks after submittal, the plans shall be considered approved.

SECTION III MUTUAL ACCESS ROADWAY CONSTRUCTION AND MAINTENANCE

- 1. The initial construction of the mutual access roadway and storm sewers will be made at the expense of the developer. The cost of any repair or maintenance of the storm sewer and repair or resurfacing of the mutual access roadway will be paid for by all the lot owners, said cost to be paid for at the following percentages: Lot 5 - 8% Lot 6 - 14% Lot 7 - 12% Lot 1 - 15% Lot 2 - 26% Lot 3 - 13% Lot 4 - 12%

Initiation of any repair or resurfacing shall be initiated by a petition signed by lot owners responsible for a minimum of 50% of the cost of said repair or resurfacing. Upon refusal of any lot owner to pay his, her or their share of the cost of the repair or resurfacing, the owner of any lot in the addition shall have the right to file a Material or Mechanic's Lien on the lot of the non-paying lot owner.

Developer hereby expressly grants to the City of Broken Arrow as a governmental entity, and as trustee for all other governmental entities, the right of free access over all private mutual access roadways contained within this development, such access to be utilized by governmental employees in the performance of their official duties. This right of access shall include but not be limited to access by all emergency vehicles. However, the grant of this right of access does not alter the essential character of the private mutual access roadways contained within the subdivision, and such mutual access roadways remain privately owned and privately maintained.

Developer hereby grants to the U.S. Postal Service free right of access over all private mutual access roadway within this subdivision.

SECTION IV ELECTRICAL AND COMMUNICATION SERVICE

- 1. Overhead pole lines for the supply of electric or communication service may be located along the perimeters of this addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages and communication pedestals, may also be located in said easement-ways. Except to structures on lots described in paragraph 1 above, which may be served from overhead electric and communication service lines, underground service cables to all structures which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structures as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.
2. The supplier of electric or communication service, through their proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, re-moving or replacing any portion of said underground electric or communication facilities so installed by them.
3. The Owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Companies will be responsible for ordinary maintenance of underground electric or communication facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
4. The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

SECTION V AVAILABILITY OF SANITARY SEWERS

- 1. The approval and filing of this plat does not guarantee that connections will be permitted to the Hokeley Creek Wastewater Treatment Plant. The owner of each lot is responsible for obtaining from the Superintendent of Waterworks and Sewerage in Broken Arrow, a connection contract and/or connection permit, certifying to capacity. If capacity is not available, connection of the lot will not be permitted.

IN WITNESS WHEREOF said GREEN HAY, INC., an Oklahoma Corporation, has caused these presents to be executed and its corporate seal to be hereunto affixed by its corporate officers hereto duly authorized this 19th day of March 1985.

ATTEST: GREEN HAY, INC., an Oklahoma Corporation

By: Lisa Marie Hunt -- Secretary

By: Norman L. Morrow -- President

STATE OF OKLAHOMA) COUNTY OF TULSA) ss. Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of March 1985, personally appeared Norman L. Morrow, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written. My Commission Expires: March 1985

Notary Public

CERTIFICATE OF SURVEY

We, COX & ASSOCIATES, INC., Engineers of Tulsa, Oklahoma, hereby certify that we have at the instance of the OWNER designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 31st day of October 1984

COX & ASSOCIATES, INC., ENGINEERS

By: Jack C. Cox, Registered Land Surveyor

STATE OF OKLAHOMA) COUNTY OF TULSA) ss. Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October 1984, personally appeared Jack C. Cox, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Cox & Associates, Inc., for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written. My Commission Expires: January 7, 1986

Notary Public

