

918.376.6536

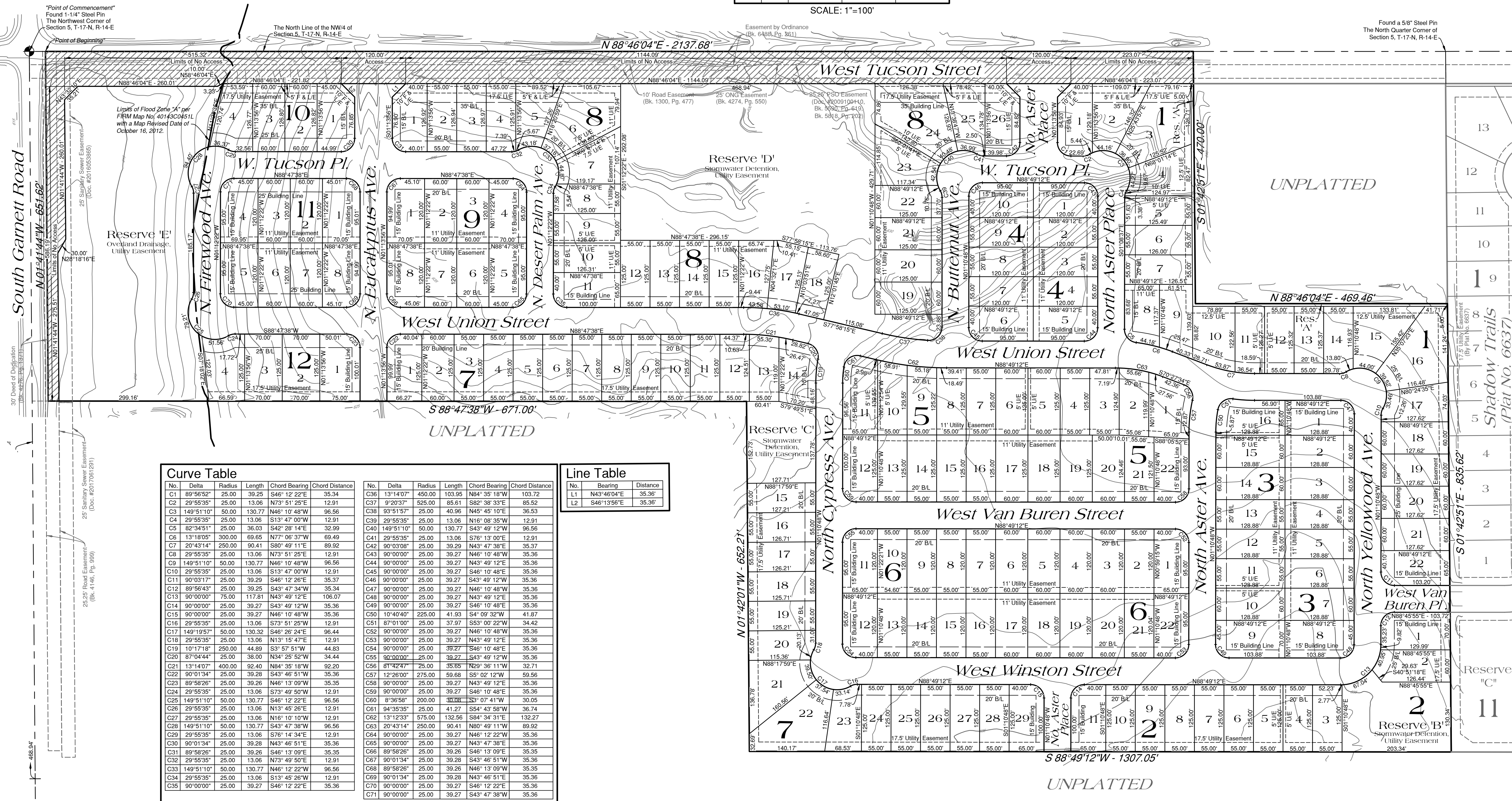
A subdivision in the City of Broken Arrow, being a part of the N/2 of the NW/4 of Section 5, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma

Phone: 918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2021



SCALE: 1"=100'



1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow

Mayon

Sheet 1 of 2

ELYSIAN FIELDS

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
PUD No. 260

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Elysian Fields Development Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the NW/4 of Section 5, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the northwest corner of Section 5, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 88°46'04" E a distance of 30.00 feet along the north line of the NW/4 of said Section 5 to the "Point of Beginning";

Thence continuing N 88°46'04" E a distance of 2137.68 feet along the north line of the NW/4 of said Section 5 to the northwest corner of the tract described in the "General Warranty Deed" recorded as Document 2008013356 in the office of the Tulsa County Clerk;

Thence S 01°42'51" E a distance of 470.00 feet along the westerly line described in said "General Warranty Deed";

Thence N 88°46'04" E a distance of 469.46 feet along the southerly line described in said "General Warranty Deed" to the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk;

Thence S 01°42'51" E a distance of 835.62 feet along the westerly line of said "Shadow Trails" to a point on the southerly line of Government Lot 3 in said Section 5,

Thence S 88°49'12" W a distance of 1307.05 feet along the southerly line of said Government Lot 3 to a point that is 11.47' east of the southwest corner of said Government Lot 3, said point also being the southeast corner of the tract described in the "Warranty Deed" recorded as Document 2011065861 in the office of the Tulsa County Clerk;

Thence N 01°42'01" W a distance of 652.21 feet along and past the easterly line described in said "Warranty Deed";

Thence S 88°47'38" W a distance of 11.52 feet to the northeast corner of the SE/4 of Government Lot 4 in said Section 5;

Thence continuing S 88°47'38" W a distance of 1288.95 feet along the north line of the south half of said Government Lot 4 to a point that is 30.00 feet east of the west line of the NW/4 of said Section 5, as measured perpendicularly;

Thence N 01°41'44" W a distance of 651.62 feet and parallel with the west line of the NW/4 of said Section 5 to the "Point of Beginning".

Said tract contains 2,332,560 square feet or 53.5482 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 01°42'51" E along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6738 in the office of the Tulsa County Clerk;

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ELYSIAN FIELDS", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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 the public street and 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 the Owner/Developer 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, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the west and north perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. 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. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 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.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in 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 each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 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.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot and the lot owner shall not 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 1.4 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Aspen Avenue within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.6 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the ELYSIAN FIELDS Homeowners' Association, Inc., formed pursuant to Section II - Declaration of

Covenants, Conditions and Restrictions of Elysian Fields, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the North property boundary of the subdivision within the Fence and Landscape Easement depicted on the accompanying plat.

1.7 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.8 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "ELYSIAN FIELDS Homeowner's Association, L.L.C.", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for ELYSIAN FIELDS.

1.9 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, drainage, overland drainage, stormwater detention, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ELYSIAN FIELDS" as set forth within Section II hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.10 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 the construction of any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary.

1.11 Restrictive Covenants

Additional covenants and restrictions for ELYSIAN FIELDS are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. HOMEOWNERS' ASSOCIATION

2.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "ELYSIAN FIELDS Homeowners' Association, Inc.", a not for profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a 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 an annual assessment established by the Association 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, and common areas as designated on the plat provided, however, no assessment shall be made or attach to any Lot owned by the Developer.

2.2. Maintenance

Reserve Areas: the Association, except as hereinafter provided, shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

**SECTION III.
ENFORCEMENT, DURATION, AMENDMENT, AND
SEVERABILITY**

3.1. Enforcement

The restrictions herein set forth shall 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, 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.

3.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

3.3. 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 owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as ELYSIAN FIELDS; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of ELYSIAN FIELDS.

3.4. 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.

3.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county and, state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2019.

Elysian Fields Development Company, L.L.C.
an Oklahoma limited liability corporation

By: David E. Charney, President of
Charney Properties, Inc., as Manager of Elysian
Fields Development Company, L.L.C.

State of Oklahoma)
) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this ____ day of _____, 2019, by David E. Charney, Manager of Elysian Fields Development Company, L.L.C.

Notary Public

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "ELYSIAN FIELDS", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 28th day of January, 2019.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 28th day of January, 2019, by Bobby D. Long.

Jack Taber, Notary Public