

Finish

Floor

Elevation

2 20 675.75 677.08 C07 673.74

2 21 675.25 676.58 C07 673.74 -

|Block | Lot |Elevation |

2 | 8 | 671.25 | 672.58

2 | 9 | 670.75 | 672.08

2 | 10 | 669.75 | 671.08 |

2 | 11 | 669.25 | 670.58 |

2 | 12 | 668.25 | 669.58 |

2 | 13 | 672.25 | 673.58 |

2 | 14 | 673.25 | 674.58 |

2 | 15 | 674.25 | 675.58 |

2 | 16 | 675.25 | 676.58

2 | 17 | 676.50 | 677.83 |

2 | 18 | 676.25 | 677.58 |

2 | 19 | 676.25 | 677.58 |

Top of

Rim

Elevation

672.30 YES

671.84 YES

CO3 | 672.30 | YES

CO2 | 671.84 | YES

672.30

672.30

673.34

675.00

675.94

Required

Upstream

Manhole

C02

C03

C05

J01

Backflow Preventer Valve Table

1 1 673.50 674.83 XI11 674.52 YES

1 2 674.50 675.83 XI11 674.52 -

1 4 674.50 675.83 A13 671.99 -

1 6 670.25 671.58 A13 671.99 YES

1 7 669.25 670.58 A12 663.77 -

1 3 675.75 677.08 XI12 675.65

1 5 672.75 674.08 A13 671.99

1 8 667.75 669.08 A12 663.77

1 9 667.25 668.58 A11 659.39

1 10 666.75 668.08 A10 656.39

1 11 665.25 666.58 A09 658.52

1 12 664.75 666.08 A09 658.52

Block Lot Elevation Elevation

Top of

Rim

| Elevation |

Required

Upstream |

Manhole

Finish

Floor

Elevation

1 | 16 | 663.25 | 664.58 | A07 | 660.42 | -

1 | 17 | 661.25 | 662.58 | A07 | 660.42 | -

1 | 18 | 659.75 | 661.08 | A06 | 656.29 | -

1 | 19 | 656.75 | 658.08 | A06 | 656.29 | -

2 | 3 | 674.25 | 675.58 | C07 | 673.74 | -

2 | 4 | 674.75 | 676.08 | C06 | 675.06 | -

2 5 674.25 675.58 C05 675.00 YES

2 6 673.75 675.08 C05 675.00 YES

2 | 7 | 672.25 | 673.58 | C05 | 675.00 | YES

Elevation

1 | 13 | 664.25 | 665.58 |

1 | 14 | 663.25 | 664.58 |

1 15 662.75 664.08

2 1 672.75 674.08

<u>2 | 2 | 673.25 | 674.</u>58

Block Lot

Top of

Rim

Elevation

A09 | 658.52

A08 662.24

A07 660.42

CO8 | 673.61 | YES

C07 | 673.74 | YES

Required

Upstream |

Manhole

2 | 24 | 674.25 | 675.58 |

3 1 672.25 673.58

3 4 672.75 674.08

3 5 672.25 673.58

3 6 671.75 673.08

3 8 668.38 669.71

3 9 666.75 668.08

3 10 664.75 666.08

3 | 11 | 662.75 | 664.08 |

3 | 13 | 667.50 | 668.83 |

3 | 14 | 669.25 | 670.58 |

7 | 670.75 | 672.08 |

C08

B08

3 2 672.75 674.08 B07 674.89 YES

3 3 673.25 674.58 B07 674.89 YES

3 12 665.75 667.08 103 664.90 -

3 16 673.25 674.58 B09 674.55 YES

3 | 17 | 676.50 | 677.83 | B09 | 674.55 | -

3 | 18 | 677.25 | 678.58 | B08 | 672.83 | -

3 | 19 | 677.75 | 679.08 | B08 | 672.83 | -

3 | 15 | 671.25 | 672.58 | 104 | 670.99 |

673.61

672.83

B08 | 672.83 | YES

B08 | 672.83 | YES

104 670.99 YES

104 | 670.99 | YES

104 | 670.99 | YES

103 | 664.90 | YES

104 670.99 YES

104 | 670.99 | YES

104 | 670.99 |

4 | 1 | 671.75 | 673.08 | D08 |

MAY 17, 1993.

4 2 672.25 673.58 D08 671.65

4 3 672.75 674.08 D07 671.24

4 4 672.25 673.58 D07 671.24

4 5 671.75 673.08 D07 671.24

4 10 661.75 663.08 D04 661.27

4 6 669.75 671.08 D06 671.06 YES

4 7 667.75 669.08 D06 671.06 YES

4 8 665.75 667.08 D05 666.42 YES

4 9 663.75 665.08 D05 666.42 YES

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1)

MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL

A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO

BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED

FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM

BERWICK FAIRWAYS II

A REPLAT OF A PART OF CEDAR RIDGE CLUB ADDITION (PLAT NO. 2895), AN ADDITION TO THE CITY OF BROKEN ARROW IN SECTION 30, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA PLANNED UNIT DEVELOPMENT 182

CURVE TABLE				
CURVE NO.	LENGTH (FT.)	RADIUS (FT.)	DELTA	
C1	100.49	200.00	28'47'23"	
C2	20.81	550.00	02'10'06"	
C3	NOT	USED		
C4	44.05	25.00	100.56,49"	
C5	98.42	125.00	45'06'41"	
C6	13.09	100.00	7'30'00"	
C7	NOT	USED		
C8	39.38	25.00	90'14'47"	
C9	139.96	675.00	8'30'25"	
C10	129.55	625.00	11'52'34"	
C11	33.41	25.00	76°34'49"	
C12	209.33	190.00	56°41'33"	
C13	628.51	900.00	41°22'12"	
C14	653.27	950.00	45'49'05"	
C15	342.77	140.00	140'16'50"	
C16	33.39	25.00	76'31'41"	
C17	188.00	190.00	56'41'33"	
C18	35.04	25.00	80°18′6″	
C19	39.71	25.00	91'00'43"	
C20	334.81	475.00	13'29'10"	
C21	271.03	325.00	47*46'52"	
C22	220.74	275.00	45*59'28"	
C23	78.30	600.00	7'28'39"	
C24	190.95	550.00	21°4'14"	
C25	35.88	25.00	82°13'51"	
C26	40.03	25.00	91°44'24"	
C27	42.85	25.00	98'12'48"	
C28	354.53	600.00	33'51'17"	
C29	154.69	50.00	180'00'00"	
C30	42.85	25.00	98'12'48"	
C31	104.37	550.00	10°52'21"	
C32	75.89	150.00	28*59'12"	
C33	39.08	25.00	90°14'47"	
C34	51.54	175.00	16'52'26"	
C35	29.88	125.00	13°41'52"	
C36	21.60	25.00	49'30'26"	
C37	21.60	25.00	49'30'26"	
C38	253.23	52.00	279'00'53"	
C39	190.19	525.00	20°45'24"	
C40	623.19	315.00	124'38'28"	
C41	754.84	365.00	118°29'27"	
C42	36.59	25.00	83*50'59"	
C43	219.91	70.00	180.00,00,00,00,00,00,00,00,00,00,00,00,00	
C44	39.27	25.00	90'00'00"	
C45	115.06	525.00	12'33'24"	
C45	126.03	575.00	12'33'28"	
 			···	
C47	83.87	525.00	40°23′10″	

		_
E		
3	DELTA	
)	28'47'23"	
)	02*10'06"	
<u> </u>	100°56'40"	
<u>,</u>	100.56,49"	
)))	45°06'41" 7°30'00"	
,	7 30 00	
)	90°14'47"	
)	8'30'25"	1
)	11 · 52 ' 34" 76 · 34 ' 49"	
0	76'34'49"	
0	56°41'33"	
	41°22'12"	
0	45*49'05"	
0	140°16'50"	
0	76°31'41"	
0	56°41'33"	
0	80°18'6"	•
0	91'00'43"	
0	13°29'10" 47°46'52"	
2	4/*46'52"	
7	45*59'28"	
<u>/</u>	7°28'39" 21°4'14"	
0	82°13'51"	
<u></u>	91°44'24"	
0	98*12'48"	
0	98°12'48" 33°51'17"	
0	180°00'00"	
0	98'12'48"	
0	10*52'21"	
0	28'59'12"	
0	98'12'48" 10'52'21" 28'59'12" 90'14'47"	
2	16°52′26″ 13°41′52″ 49°30′26″ 49°30′26″	
0	13°41'52"	
0	49*30'26"	
0	49*30'26"	
7	279°00'53" 20°45'24"	
7	20 45 24	
	124*38'28"	
7	118'29'27"	

Project Data **OWNERS**

RLAND DEVELOPMENT GROUP L.L.C. 8556 101st STREET (Suite F) TULSA, OKLAHOMA `74137 918.582.4300

ENGINEER / SURVEYOR

COOK & ASSOCIATES ENGINEERING. INC. 121 EAST COLLEGE BROKEN ARROW, OK 74012

918.258.9442 (VOICE) 918.258.9488 (FAX) CA#4479 EXPIRES JUNE 30, 2012

(ADS BA17') BENCHMARK 👍 ' ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED A17", SET S.E. OF THE INTERESECTION OF EAST 11

STREET SOUTH & SOUTH GARNETT ROAD (NEAR THE SE CORNER 30-18-14). N 372017.210 / E 2604133.738

ELEVATION=645.079'(NAVD1988) BASIS OF BEARINGS

ASSUMED BEARING OF N 01°11'24" W ALONG THE WES LINE OF THE NORTHWEST QUARTER OF SECTION 16,

T-18-N, R-14-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA LAND AREA

> 1,301,353 SF± / 29.87 AC± 73 LOTS / 4 BLOCKS RESERVE AREA "A"

MONUMENTATION

A 5/8" X 18" DEFORMED BAR WITH A ORANGE PLASTIC CAP STAMPED "CA4479" TO BE SET AT ALL PLAT BOUNDARY CORNERS, UNLESS NOTED OTHERWISE.

3/8" X 18" DEFORMED BAR WITH A ORANGE PLASTI CAP STAMPED "CA4479" TO BE SET AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.

A 3/8" X 18" DEFORMED BAR WITH A ORANGE PLAST CAP STAMPED "CA4479" TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS UNLESS NOTED OTHERWISE. **ADDRESSES**

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT

THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

PUBLIC UTILITY NOTES

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE ONSITE DETENTION FACILITY AS SHOWN IN THE "NO EXCEPTIONS TAKEN" ENGINEERING PLANS IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-121207-64

POTABLE WATER SUPPLY WILL BE SERVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SANITARY SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

STATE OF OKLAHOMA SS COUNTY OF TULSA

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

> Dated the _____day of _____ EARLENE WILSON, Tulsa County Clerk

> > Deputy

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have

220 taxes could exceed the amount of the security deposit.

Dennis Semler Tulsa County Treasurer

APPROVED 3612 by the City Council of the City of Broken Arrow Oklahoma.

Craig Thurmond Del

Deputy

BERWICK FAIRWAYS II CASE NO. PT 07-118 DEV. # 07-187

> Sheet 1 of 2 Date Prepared11/02/201

BERWICK FAIRWAYS II DEED OF DEDICATION AND RESTRICTIVE COVENANTS

A REPLAT OF A PART OF CEDAR RIDGE CLUB ADDITION (PLAT NO. 2895), AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

RLAND DEVELOPMENT GROUP, LL.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, (HEREAFTER REFERRED TO AS THE "OWNER"), IS THE ONWER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STAE OF OKLAHOMA, TO WIT:

A TRACT OF LAND BEING ALL THAT PART OF BLOCK ONE (1) "CEDAR RIDGE CLUB ADDITION", PLAT NUMBER 2895, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY. STATE OF OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF, LOCATED IN SECTION 30, TOWNSHIP EIGHTEEN NORTH (T18N), RANGE FOURTEEN EAST (R14E), OF THE INDIAN BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF "BERWICK FAIRWAYS I PLAT#6260 AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY; THENCE N28'30'11"W A DISTANCE OF 510.00 FEET; THENCE N19'19'42"W A DISTANCE OF 496.39 FEET; THENCE N75'27'17"W A DISTANCE OF 137.59 FEET; THENCE S86'53'29"W A DISTANCE OF 619.07 FEET; THENCE N57'54'54"W A DISTANCE OF 94.03 FEET; THENCE S32'01'53"W A DISTANCE OF 84.89 FEET; THENCE S00'00'01"W A DISTANCE OF 390.91 FEET; THENCE \$25'37'48"E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH A TANGENT BEARING OF \$64'02'28"W WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 100'56'49", FOR 44.05 FEET: THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 45'06'41", FOR 98.42 FEET; THENCE SO8'12'20"W A DISTANCE OF 74.18 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 7'30'00", FOR 13.09 FEET; THENCE S00"42'20"W A DISTANCE OF 137.50 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A TANGENT BEARING OF NOO'42'20"E WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90'14'47" FOR 39.38 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 28'47'23" FOR 100.49 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 2*10'06" FOR 20.81 FEET; THENCE S00'42'20"W A DISTANCE OF 262.90 FEET; THENCE S28'36'18"E A DISTANCE OF 51.49 FEET; THENCE S55'22'33"W A DISTANCE OF 82.66 FEET; THENCE S35'15'47"E A DISTANCE OF 129.48 FEET; THENCE S39'35'17"E A DISTANCE OF 50.15 FEET; THENCE S35'02'05"E A DISTANCE OF 143.76 FEET; THENCE N59'20'53"E A DISTANCE OF 136.48 FEET; THENCE N75'12'10"E A DISTANCE OF 203.77 FEET; THENCE N88'48'37"E A DISTANCE OF 328.36 FEET; THENCE N71"51'22"E A DISTANCE OF 111.39 FEET; THENCE N38'06'41"E A DISTANCE OF 370.61 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1,301,353 SQUARE FEET OR 29.8750 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED IN CONFORMITY WITH THE ACCOMPANYING PLAT (THE "PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "BERWICK FAIRWAYS II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER SOMETIMES REFERRED TO AS THE "SUBDIVISION").

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

SECTION 1. STREETS, EASEMENTS AND UTILITIES,

A. GENERAL UTILITY EASEMENTS.

THE LOT OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE PLAT AS U/E FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, CABLE TELEVISION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SUCH EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, 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 OF THE EASEMENT AREAS SHOWN ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF EACH LOT IN THE SUBDIVISION (THE LOT OWNER(S)) 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 PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND CONSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, SIGNS, AND CUSTOMARY SCREENING FENCES AND WALLS.

- 1. STREET LIGHT POLES AND STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE. 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 PRIVATE STREETS AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS; PROVIDING, HOWEVER, THAT NO SERVICE PEDESTALS OR TRANSFORMERS FOR ELECTRIC.
- TELEPHONE, CABLE TELEVISION OR METERS OR PEDESTALS FOR OTHER UTILITY SERVICES SHALL BE LOCATED ON THE FRONTS OF THE LOTS. 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 EACH LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE. PERMANENT. EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT. COVERING A FIVE 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 SAID
- 3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION B CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE

C. <u>WATER AND SEWER SERVICES</u>.

- 1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, THE PUBLIC SANITARY SEWER MAIN AND STORM SEWERS LOCATED ON SUCH LOT. 2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH
- WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED. 3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SEWER MAINS. BUT EACH LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH LOT OWNER, HIS AGENTS OR CONTRACTORS.
- 4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE ABOVE OWNER AND THE LOT OWNERS AGREE TO BE BOUND HEREBY.

- D. <u>GAS SERVICE.</u>

 1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH FASFMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- 2. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH LOT OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR
- 3. FOREGOING COVENANTS SET FORTH IN THIS SECTION D. SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.
- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS EACH LOT OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE

PAVING AND LANDSCAPING WITHIN EASEMENTS. THE LOT OWNER AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION OR

SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

RESERVE AREAS SHALL BE THOSE AREAS DESIGNATED AS "RESERVE AREAS" ON THE PLAT AND ALL PRIVATE STREETS, LANDSCAPING AREAS AND ALL OTHER COMMON AREAS (THE "RESERVE AREAS"). RESERVE AREAS MAY BE USED FOR PRIVATE STREETS, INCLUDING ENTRY FEATURES, BUILDINGS AND GATES, FOR THE MUTUAL. NON-EXCLUSIVE USE OF THE OWNERS OF LOTS WITHIN THE SUBDIMISION, THEIR GUESTS, TENANTS AND INVITEES AND THE GOVERNMENTAL ENTITIES AS SET FORTH IN SECTION B HEREOF, FOR BOTH VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND REGRESS TO THE LOTS. RESERVE AREAS MAY ALSO BE USED FOR OPEN SPACE, LANDSCAPING, FENCING OR WALLS, ENTRY GATES, TRAFFIC MEDIANS OR ISLANDS, RECREATION AND PARK USE, STORM WATER DRAINAGE AREAS, WATER FEATURES AND DETENTION AREAS. ALL RESERVE AREAS SHOWN ON THE PLAT SHALL BE OWNED BY AND MAINTAINED BY THE BERWICK FAIRWAYS NEIGHBORHOOD ASSOCIATION, INC. (THE "ASSOCIATION") AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BERWICK ON CEDAR RIDGE FILLED AS DOCUMENT NUMBER 2006096827 AS AMENDED, IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA (THE "DECLARATION") AND THE RULES AND REGULATIONS OF THE ASSOCIATION

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

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; 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:

BERWICK FAIRWAYS II

A REPLAT OF A PART OF CEDAR RIDGE CLUB ADDITION (PLAT NO. 2895) TO THE CITY OF BROKEN ARROW IN SECTION 30, TOWNSHIP 18 NORTH. RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA PLANNED UNIT DEVELOPMENT 182

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONT)

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING LOT RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON EACH LOT OWNER, ITS SUCCESSORS IN TITLE, AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH. THE DEVELOPMENT OF "BERWICK FAIRWAYS II" (PUD-NO. 182) SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUBSEQUENTLY AMENDED, AND THE PROVISIONS OF PUD NO. 182

1. <u>RESIDENTIAL LOT USE.</u> ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE—FAMILY RESIDENCES AND PURPOSES. NO TRADE OR BUSINESS SHALL, BE PERMITTED ON ANY LOT.

2. FRONTING AND ACCESS LIMITATION. EACH DWELLING SHALL FACE THE PRIVATE STREET AND DERIVE ITS ACCESS SOLELY FROM THE PRIVATE STREET.

- A. MINIMUM FRONT YARD FROM PRIVATE STREET RIGHT-OF-WAY. NO BUILDING SHALL BE CONSTRUCTED NEARER THAN 25 FEET FROM THE RIGHT-OF-WAY OF THE PRIVATE STREET IN THE FRONT OF THE RESIDENCE AS SHOWN ON THE ACCOMPANYING PLAT.
- B. <u>MINIMUM SIDE YARD FROM A PRIVATE STREET RIGHT-OF-WAY.</u> NO BUILDING SHALL BE CONSTRUCTED NEARER THAN 20 FEET FROM THE RIGHT-OF-WAY OF A PRIVATE STREET TO THE SIDE OF THE
- RESIDENCE AS SHOWN ON THE ACCOMPANYING PLAT, PROVIDED THAT ANY GARAGE DOOR WILL BE SET BACK A MINIMUM OF 25 FEET FROM THE PRIVATE RIGHT-OF WAY.
- C. <u>Minimum Side Yards.</u>
 One Side Yard 5 feet and other side Yard 10 feet.
- D. MINIMUM REAR YARD THE MINIMUM REAR YARD SHALL BE 20 FEET.
- MINIMUM LOT AREA.

 NO LOT SHALL HAVE A LOT AREA LESS THAN 8,000 SQUARE FEET.
- MAXIMUM NUMBER OF DWELLING UNITS. THE MAXIMUM NUMBER OF DWELLING UNITS SHALL BE 170.
- MINIMUM LOT WIDTH AND LOT FRONTAGE. THE MINIMUM LOT WIDTH SHALL BE 70 FEET MEASURED AT THE BUILDING LINE EXCEPT THAT THE WIDTH OF ANY CUL—DE—SAC LOT MAY BE LESS THAN THE MINIMUM FRONTAGE AT THE RIGHT-OF-WAY PROVIDING THE LOT WIDTH AT THE BUILDING LINE IS A MINIMUM OF 60 FEET. ALL LOTS SHALL HAVE AT LEAST 30 FEET OF FRONTAGE ALONG THE STREET RIGHT-OF-WAY.
- NO STRUCTURE MAY BE CONSTRUCTED OR ERECTED ON ANY LOT IN EXCESS OF THE HEIGHT PERMITTED BY THE REQUIREMENTS OF THE R-2 DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE.
- 8. OTHER BULK AND AREA REQUIREMENTS. EXCEPT AS MODIFIED ABOVE, ALL LOTS SHALL, AT A MINIMUM, MEET THE REQUIREMENTS OF THE R-2 DISTRICT OF THE BROKEN ARROW

- B. <u>UTILITY AND GOVERNMENTAL SERVICES ACCESS EASEMENT.</u>
 THE OWNER HEREBY GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENTAL VEHICLES, INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.
- C. SIDEWALKS, FENCING AND LANDSCAPING. Sidewalks will be installed by the developer along all reserve areas and shall be maintained by the association.
- <u>off-street parking.</u> A MINIMUM OF TWO, ENCLOSED OFF-STREET PARKING SPACES SHALL BE PROVIDED ON EACH LOT BY EACH LOT OWNER WITHIN THE GARAGE OF
- THE HOUSE.
- E. <u>Site Plan and Landscaping Plan.</u>
 The accompanying plat shall constitute the required site plan of the planned unit development included within the plat. F. MAINTENANCE OF RESERVE AREAS AND COMMON AREAS.
- ALL RESERVE AREAS, THE PRIVATE STREETS, LANDSCAPING AREAS AND EASEMENTS AND ALL OTHER COMMON AREAS SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION. DEFINITIONS
- IN THE EVENT OF AN AMBIGUITY OR CONFLICT OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF, SHALL BE DEEMED TO BE DEFINED AS SET FORTH IN THE CITY OF BROKEN ARROW ZONING ORDINANCE, AS SUBSEQUENTLY AMENDED.

1. <u>Formation.</u>

SECTION III. PRIVATE BUILDING AND USE RESTRICTIVE COVENANTS.

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION, TO PROTECT THE DESIRABILITY OF THE SUBDIVISION AND THE VALUES THEREOF, AND FOR MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS AND SHALL BE ENFORCEABLE AS HEREINAFTER PROVIDED. A. <u>ARCHITECTURAL COMMITTEE - PLAN REVIEW.</u>

OWNER HEREBY FORMS AN ARCHITECTURAL COMMITTEE (THE "ARCHITECTURAL COMMITTEE") THAT SHALL: A. APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND ANY MODIFICATIONS OR ALTERATIONS THERETO; AND B.BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN AND ANY BUILDING GUIDELINES

- DEVELOPED BY THE ARCHITECTURAL COMMITTEE. MEMBERSHIP. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN FIVE (5) MEMBERS TO BE APPOINTED BY
- OWNER UNTIL OWNER. IN ITS SOLE DISCRETION, ASSIGNS AND TRANSFERS THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV BELOW. <u>SUBMISSION OF PLANS.</u>
- NO BUILDING, FENCE, WALL, FREE STANDING MAILBOX OR ANY OTHER IMPROVEMENTS OR STRUCTURE MAY BE COMMENCED, ERECTED. CONSTRUCTED OR PLACED ON ANY LOT IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITH SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION, WHICH MUST BE APPROVED PRIOR TO SUBMITTAL TO THE CITY OF BROKEN ARROW.
 - A. AN ACCURATE SITE PLAN; B. AN ACCURATE FLOOR PLAN:
 - C. ALL EXTERIOR ELEVATIONS:
 -). A FENCING PLAN SLOWING THE COMPOSITION, LOCATION AND HEIGHT OF FENCING:
 - . A "HARDSCAPE" PLAN, SHOWING THE LOCATION AND COMPOSITION OF ALL DRIVEWAYS, WALKWAYS AND PATIOS.
 - . ANY OTHER PLANS OR INFORMATION REQUIRING THE APPROVAL OF THE CITY OF BROKEN ARROW OR THE BROKEN ARROW PLANNING COMMISSION PURSUANT TO SECTION II OF THIS DEED OF DEDICATION;
- H. DETAILS REGARDING THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS, INCLUDING COLOR SCHEMES: DRAINAGE AND GRADING PLANS: AND
- ANY OTHER PLANS OR DETAILS REQUIRED BY THE ARCHITECTURAL COMMITTEE. IN PASSING UPON SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, THE HARMONY THEREOF WITH THE SURROUNDING BUILDINGS AND LOTS AND THE
- EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING LOTS. THE ARCHITECTURAL COMMITTEE MAY AUTHORIZE IN WRITING VARIANCES FROM COMPLIANCE WITH ANY OF THE DESIGN GUIDELINES OR THE PROVISIONS OF SECTION III WHEN CIRCUMSTANCES PECULIAR TO THE PROPERTY IN QUESTION, INCLUDING, BUT NOT LIMITED TO, TOPOGRAPHY OBSTRUCTIONS, HARDSHIP OR AESTHETIC, ENVIRONMENTAL OR OTHER CONSIDERATIONS WOULD ALLOW A VARIANCE FROM THE PROVISIONS OF
- SECTION III WITHOUT ANY DETRIMENT TO THE SUBDIVISION, BUT ONLY IN ACCORDANCE WITH SPECIFIC CONDITIONS IMPOSED BY THE ARCHITECTURAL COMMITTEE. NO VARIANCE SHALL BE CONTRARY TO ANY SPECIFIC RESTRICTION SET FORTH HEREIN OTHER THAN THE PROVISIONS OF SECTION III OR THE DESIGN GUIDELINES NOR ESTOP THE ARCHITECTURAL COMMITTEE FROM DENYING A VARIANCE IN ANY OTHER CIRCUMSTANCES. FOR PURPOSES OF THIS SECTION, THE INABILITY TO OBTAIN APPROVAL OF ANY GOVERNMENTAL AGENCY, ISSUANCE OF ANY PERMIT OR THE TERMS OF ANY FINANCING SHALL NOT BE CONSIDERED A HARDSHIP WARRANTING A VARIANCE. THIS SECTION SHALL NOT BE CONSTRUED SO AS TO CONFER ON ANY LOT OWNER ANY ENTITLEMENT TO A VARIANCE OR WAIVER.
- B. <u>Floor area.</u> Single story dwellings shall have a minimum of 3,500 square feet of living area. Multi-story dwellings shall have a minimum of 4,000 SQUARE FEET OF LIMING AREA; PROVIDED, HOWEVER, THAT THE FIRST FLOOR SHALL HAVE A MINIMUM OF 3,000 SQUARE FEET OF LIMING
- THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZE WAYS. C. <u>VIEW_OBSTRUCTIONS</u>.
- NO STRUCTURE. OUTBUILDING, FENCE OR WALL SHALL BE SO SITUATED THAT, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, IT UNREASONABLY OBSTRUCTS A VIEW OF THE GOLF COURSE OR OF A GREENBELT AREA OR A WATER FEATURE FROM ANOTHER LOT.
- FOUNDATIONS. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK, STUCCO OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS SHALL BE EXPOSED.

- AN ATTACHED GARAGE PROVIDING SPACES FOR A MINIMUM OF TWO (2) AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. ALL DRIVEWAYS SHALL BE CONCRÈTÉ OR OTHER MASONRY APPROVED BY THE ARCHITECTURAL COMMITTEE. GARAGE DOORS SHALL BE WOOD VENEER. WINDOWS IN GARAGE DOORS ARE PROHIBITED. IF A GARAGE HAS SPACES FOR MORE THAN TWO CARS, THE GARAGE DOOR FOR THE ADDITIONAL SPACE(S) (AFTER THE FIRST TWO) SHALL BE OFFSET AND
- LOCATED FURTHER BACK ON THE LOT, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE.
- FOR BLOCKS 2, 3, & 4 ONE HUNDRED PERCENT (100%) OF THE SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO EXCEPT UNDER COVERED PORCHES AND PATIOS. PROVIDED THAT THE EXTERIOR WALLS ABOVE THE FIRST FLOOR ELEVATION WALL MAY BE CONSTRUCTED OF WOOD, MASONITE OR A COMPARABLE SIDING PRODUCT. NOTWITHSTANDING THE FORGOING, BRICK, STONE OR STUCCO SHALL EXTEND TO THE TOP OF GABLES ON THE FRONT OF THE HOME.
- FOR BLOCK 1 ONE HUNDRED PERCENT (100%) OF THE EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO EXCEPT UNDER COVERED PORCHES AND PATIOS. <u>windows</u> and doors.
- ALL WINDOW FRAMES AND DOORS SHALL BE OF EITHER WOOD, VINYL CLAD WOOD OR VINYL. ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED. H. ROOF PITCH. NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 9/12; PROVIDING, HOWEVER, THAT A ROOF OVER A PORCH SHALL HAVE A ROOF PITCH OF NO LESS THAT 6/12 IF GABLE OR 4/12 IF SHED. ALL FRONT AND REAR GABLES SHALL HAVE NO LESS THAN A 12/12 PITCH.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIVE COVENANTS.(CONT)

ROOFING MATERIALS. ROOFING SHALL BE SELF-SEALING TAMKO HERITAGE 30 YEAR, OXFORD GRAY COMPOSITION SHINGLES OR APPROVED EQUIVALENT; PROVIDING, HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

- j. <u>Antenna.</u> EXTERIOR ANTENNAS OR OTHER DEVICES (INCLUDING SUPPORTING STRUCTURES) FOR THE TRANSMISSION OR RECEPTION OF RADIO, TELEVISION, SATELLITE SIGNALS OR OTHER FORMS OF ELECTO-MAGNETIC RADIATION ARE PROHIBITED, EXCEPT THAT WITHIN EACH LOT ONE SATELLITE DISH, NOT EXCEEDING TWENTY-FOUR INCHES (24") IN DIAMETER, IS PERMITTED. THE LOCATION OF ANY SUCH SATELLITE DISH MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE, WHEREVER POSSIBLE, SUCH THAT THE SATELLITE DISH IS NOT VISIBLE FROM ANY PUBLIC OR PRIVATE STREET.
- K. <u>MATERIALS AND STORAGE.</u> NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
- NO CAMPERS, BOATS, TRAILERS, MOTOR HOMES, RECREATIONAL OR OTHER VEHICLES SHALL BE PARKED OR STORED IN THE SUBDIVISION FOR A PERIOD TO EXCEED TWENTY-FOUR (24) HOURS UNLESS STORED OR PARKED IN AN ENCLOSED GARAGE.
- M. <u>INOPERATIVE VEHICLES.</u> NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, WHICH GARAGE DOOR MUST BE CLOSED EXCEPT FOR NORMAL OPERATION FOR ENTERING AND EXITING THE GARAGE.
- N. MAINTENANCE OF LOTS. EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS. GRASS AND LANDSCAPING SHALL BE MAINTAINED ON A REGULAR BASIS. TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM THE PUBLIC AND FROM ADJOINING PROPERTY OWNERS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.
- SURFACE DRAINAGE. HE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS SUCH LOT. NO LOT OWNER SHALL CONSTRUCT OR PERMIT ANY FENCING OR OTHER OBSTRUCTION WHICH WOULD IMPAIR THE DRAINING OF STORM WATER OVER AND ACROSS THE LOT. NO LOT OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF SURFACE STORM WATER FROM THE ORIGINAL, APPROVED DRAINAGE PLAN CONSTRUCTED ON THE
- EACH DWELLING MUST BE CONSTRUCTED ON-SITE AND NO DWELLING BUILT OFF-SITE SHALL BE PLACED ON ANY LOT.
- Q. <u>OUTBUILDINGS.</u> OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS OR CABANAS, MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED ON A LOCATION THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD UNREASONABLY OBSTRUCT A VIEW OF THE GOLF COURSE, A GREENBELT AREA OR A WATER FEATURE FROM ANOTHER LOT.
- R. SWIMMING POOLS ABOVE GROUND SWIMMING POOLS ARE PROHIBITED. ANY POOL OR SPA SHALL BE IN-GROUND AND PERMANENT. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING AS REQUIRED BY CODE. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW FROM THE STREET AND ADJACENT LOTS.
- S. <u>INTERIOR FENCES.</u> 1. RESTRICTION APPLICABLE TO ALL LOTS -

ALL FENCES AND WALLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. EACH OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF FENCING ON SUCH LOT. NO FENCE SHALL EXTEND BEYOND THE FRONT BUILDING LINE, ALL FENCES SHALL CONFORM TO THE DESIGN GUIDELINES ESTABLISHED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE CONSTRUCTED ENTIRELY OF WOOD, BRICK, STONE, WROUGHT IRON OR OTHER METAL HAVING THE APPEARANCE OF WROUGHT IRON ("WROUGHT IRON-STYLE"), OR SOME COMBINATION THEREOF AS APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL, CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCES ARE PROHIBITED. WOOD FENCES SHALL BE CONSTRUCTED WITH METAL POSTS AND SHALL INCLUDE A CAP AND TRIM. NO FENCE SHALL EXCEED SIX (6) FEET IN HEIGHT. NO FENCE OR WALL SHALL BE ALLOWED WHICH, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, UNREASONABLY OBSTRUCTS A VIEW OF THE GOLF

COURSE, A GREENBELT AREA, OR A WATER FEATURE FROM ANOTHER LOT. ANY WOOD FENCE (WHERE ALLOWED) WHICH IS CONSTRUCTED ADJACENT TO A STREET SHALL BE DOUBLE SIDED OR SHALL BE CONSTRUCTED WITH THE PICKETS FACING THE STREET SIDE OF THE FENCE AND SHALL BE POSITIONED AT LEAST FIVE (5) FEET INSIDE THE PROPERTY LINE. IF SUCH FENCE RUNNING ADJACENT TO A STREET IS MORE THAN TWENTY (20) FEET LONG, LANDSCAPING OUTSIDE THE FENCE MUST BE INSTALLED BY THE LOT OWNER PURSUANT TO A LANDSCAPE PLAN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

WROUGHT IRON-STYLE FENCES SHALL BE AMERISTAR MONTAGE PLUS THREE RAIL CLASSIC OR APPROVED EQUIVALENT. IN THE EVENT SUCH FENCING SHOULD HEREAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE FENCING OF COMPARABLE STYLE AND QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN WHICH IS SIMILAR TO THE FENCING FIRST DESCRIBED.

2. RESTRICTIONS APPLICABLE ONLY TO BLOCK 1 -

ALL FENCES ON LOTS WITHIN BLOCK 1 SHALL BE WROUGHT IRON-STYLE, AND SHALL BE OF A CONSISTENT STYLE THROUGHOUT THE SUBDIVISION AS SPECIFIED BY THE ARCHITECTURAL COMMITTEE. NO FENCE IN BLOCK 1 SHALL EXCEED FOUR (4) FEET IN HEIGHT. HOWEVER, NOTWITHSTANDING THE FOREGOING, OTHER TYPES OF FENCING ALLOWED UNDER THE PROVISIONS OF SECTION III.S.1., ABOVE, MAY BE ERECTED ON THE SIDE LOT LINES ONLY SEPARATING LOTS 1 AND 2 AND LOTS 2 AND 3 OF BLOCK 1.

THE LOT OWNER OF ANY LOT ABUTTING CEDAR RIDGE COUNTRY CLUB MAY CONNECT SIDE YARD FENCES TO CEDAR RIDGE COUNTRY CLUB'S FENCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FENCE AGREEMENT BY AND BETWEEN CEDAR RIDGE COUNTRY CLUB, INC. AND THE OWNER FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA. GATES PROVIDING ACCESS TO THE CEDAR RIDGE COUNTY CLUB'S PROPERTY ARE NOT ALLOWED.

3. A FENCE WILL BE INSTALLED ALONG THE ENTIRE OUTER BOUNDARY OF THE SUBDIMISION (EXCLUDING THE BOUNDARY BETWEEN THE SUBDIMISION AND BERWICK FAIRWAYS !) AND SHALL BE MAINTAINED BY THE ASSOCIATION.

T. <u>CLOTHESLINES.</u>

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

ALL MAILBOXES SHALL BE CONSTRUCTED OF MATERIALS, SIZE, LOCATION AND STYLE APPROVED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE UNIFORM FOR

THE NEIGHBORHOOD.

V. <u>ANIMALS.</u> NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT ON ANY LOT, EXCEPT THAT NO MORE THAN FOUR (4) DOGS, CATS OR OTHER CUSTOMARY AND NORMAL HOUSEHOLD PETS MAY BE KEPT. PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. ALL PETS MUST BE

SUCH PETS WHICH ARE A NUISANCE TO ADJOINING LOT OWNERS. NO EXOTIC WILD LIFE SHALL BE PERMITTED.

NO NOXIOUS, LOUD, ANNOYING OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY

LEASHED. EXCEPT IN AN ENCLOSED FENCED AREA AND EACH LOT OWNER SHALL BE RESPONSIBLE FOR NOT PERMITTING BARKING OR OTHER NOISE OR ACTIVITY BY

BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN SIX (6) SQUARE FEET IN AREA ADVERTISING THE PROPERTY FOR SALE; PROVIDING, HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PROHIBIT SIGNS ADVERTISING THE SUBDIMISION AND HOMES FOR SALE BY THE OWNER OR ITS DESIGNATED BUILDERS.

Y. EXTERIOR LIGHTING, ALARMS AND VIDEO.

NO SPOTLIGHTS, FLOOD LIGHTS OR OTHER HIGH INTENSITY LIGHTING OR ALARMS AND VIDEO AND AUDIO EQUIPMENT SHALL BE PLACED UPON OR UTILIZED UPON ANY LOT IN A MANNER WHICH UNREASONABLY INTERFERES WITH THE ENJOYMENT OF ADJOINING LOTS.

Z. <u>CHIMNEYS.</u>

ALL CHIMNEY CAPS SHALL BE COPPER OR CLAY. ALL CHIMNEYS SHALL BE OF MASONRY OR MASONRY VENEER CONSTRUCTION, EXCEPT THAT THE SIDE FACING THE ROOF MAY BE CONSTRUCTED OF WOOD, MASONITE OR A COMPARABLE SIDING PRODUCT.

AA. GUTTERING, FLASHING AND ROOF VENTS.

ALL DWELLINGS SHALL BE FULLY GUTTERED WITH "TIGHT-LINES" TO DRAIN IN ACCORDANCE WITH THE DRAINAGE PLAN. ALL EXPOSED EXTERIOR ROOF VENTS, FLASHING AND VALLEYS SHALL BE EITHER COPPER OR ALUMINUM PAINTED TO MATCH THE ROOFTOP. ALL EXTERIOR VENTING SHALL BE IN THE REAR OF THE

BB. <u>Landscaping</u>.

RESTRICTIONS APPLICABLE TO ALL LOTS -

A HARDSCAPE PLAN FOR EACH LOT MUST BE SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY LOT. NO COTTONWOOD, MIMOSA, MULBERRY OR OTHER AESTHETICALLY UNDESIRABLE TREES OR PLANTS SHALL BE USED IN THE LANDSCAPING OF ANY LOT. NO TREES UNDER THREE (3) INCHES IN DIAMETER SHALL BE PLANTED OR MAINTAINED ON A LOT AS PART OF THE INITIAL, APPROVED LANDSCAPING. ALL YARDS SHALL BE FULLY SPRINKLED WITH AN UNDERGROUND, PERMANENT SYSTEM REGULATED BY AN INTERIOR CONTROL SYSTEM, ANY TERRACING MUST BE ACCOMPLISHED WITH HARDSCAPE MATERIALS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE USE OF RAILROAD TIES IS PROHIBITED. TREES INSTALLED IN THE SUBDIVISION SHALL BE A MINIMUM OF 2.5 INCHES IN DIAMETER.

ADDITIONAL RESTRICTIONS APPLICABLE TO LOTS 3 THROUGH 19 OF BLOCK 1 —
ALL LOTS MUST BE COMPLETELY SODDED ON THE COMPLETION OF A RESIDENCE AND PRIOR TO THE OCCUPANCY THEREOF. THE FRONT OF ALL HOMES MUST BE LANDSCAPED UPON COMPLETION AND PRIOR TO OCCUPANCY OF THE HOME ON EACH LOT. THE INITIAL LANDSCAPING SHALL BE AT A COST OF NO LESS THAN \$3,500.00 FOR THE FRONT YARD AND \$2,500 FOR THE REAR YARD. A MINIMUM OF TWO TREES WILL BE PLANTED IN THE FRONT YARD AND ONE TREE IN THE REAR

ADDITIONAL RESTRICTIONS APPLICABLE TO ALL OTHER LOTS -ALL LOTS MUST BE COMPLETELY SODDED ON THE COMPLETION OF A RESIDENCE AND PRIOR TO THE OCCUPANCY THEREOF. THE FRONT AND REAR OF ALL LOTS MUST BE LANDSCAPED UPON COMPLETION AND PRIOR TO OCCUPANCY OF THE HOME ON EACH LOT. THE INITIAL LANDSCAPING SHALL BE AT A COST OF NO LESS THAN \$3,500.00 FOR THE FRONT YARD. A MINIMUM OF TWO TREES WILL BE PLANTED IN THE FRONT YARD.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIVE COVENANTS.(CONT)

CC. EXTERIOR HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT. ALL EXTERIOR HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT SHALL BE SCREENED FROM VIEW. NO WINDOW UNITS SHALL BE PERMITTED.

DD. <u>UTILITY TRANSFORMERS.</u>

ALL TRANSFORMERS AND SIMILAR EQUIPMENT LOCATED ON A LOT SHALL BE SCREENED FROM VIEW.

ACCOMPANYING PLAT, THE FOREGOING SUBDIVISIONS AND ANY PROPERTIES ANNEXED THERETO.

TRASH CONTAINERS SHALL BE SCREENED FROM VIEW AT ALL TIMES EXCEPT ON DAYS WHEN CONTAINERS ARE REQUIRED TO BE PLACED NEAR THE STREET FOR COLLECTION, IN WHICH CASE CONTAINERS SHALL BE RETURNED TO THEIR USUAL LOCATION AND SCREENED FROM VIEW BY THE END OF THE COLLECTION DAY.

FF. <u>Side yard setbacks</u>, A minimum of 15 feet between houses is required.

SECTION IV. HOMEOWNERS ASSOCIATIONS.

ASSOCIATION AND MASTER ASSOCIATION.

THE ACCOMPANYING PLAT OF BERWICK FAIRWAYS II IS PART OF A LARGER PLANNED RESIDENTIAL COMMUNITY WHICH SHALL INCLUDE FUTURE SUBDIVISIONS AND THE EXISTING SUBDIVISIONS BERWICK ON CEDAR RIDGE BLOCK 1, BERWICK ON CEDAR RIDGE, BLOCKS 2, 3, 4, 5 AND 6, BERWICK ON CEDAR RIDGE BLOCK 7, AND BERWICK FAIRWAYS I (HEREINAFTER ALL THE FOREGOING ARE COLLECTIVELY REFERRED TO AS BERWICK ON CEDAR RIDGE). IT IS INTENDED THAT THE HOMEOWNERS WITHIN EACH DEVELOPED PHASE OF BERWICK ON CEDAR RIDGE SHALL BE INCLUDED AS MEMBERS OF A MASTER HOMEOWNERS ASSOCIATION, AND IN CERTAIN PHASES HAVING DISTINCT AND SEPARATE COMMON AREA INTERESTS HOMEOWNERS WILL ALSO BE MEMBERS OF A SEPARATE NEIGHBORHOOD ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION. ACCORDINGLY, THE OWNER HAS FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN BERWICK ON CEDAR RIDGE, WHICH IS NAMED BERWICK ON CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC. (THE MASTER ASSOCIATION), AND HAS FORMED THE ASSOCIATION, WHICH ASSOCIATION SHALL INCLUDE ALL OF THE OWNERS OF RESIDENTIAL LOTS IN THE SUBDIVISION AND LOTS IN BERWICK FAIRWAYS I, FOR THE GENERAL PURPOSES OF MAINTAINING THE PRIVATE STREETS, ENTRYWAYS, STORM WATER MANAGEMENT AND DETENTION AREAS, RESERVE AREAS, TREES AND OTHER COMMON AREAS, IN ORDER TO ENHANCE THE DESIRABILITY AND ATTRACTIVENESS OF BERWICK ON CEDAR RIDGE, WHICH INCLUDES ALL LOTS IN THE

- EVERY RECORD OWNER OF A FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND THE MASTER 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 AND THE MASTER ASSOCIATION.
- ASSESSMENTS. EACH RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION COVENANTS AND AGREES TO PAY TO THE ASSOCIATION AND THE WASTER ASSOCIATION AN ANNUAL ASSESSMENT ESTABLISHED BY THE ASSOCIATION AND THE MASTER 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 AS DESIGNATED ON THE PLATS AND WITHIN BERWICK ON CEDAR RIDGE. THE ANNUAL ASSESSMENT ON EACH LOT SHALL BE A LIEN ON EACH LOT AS SET FORTH IN THE DECLARATION AND THE INSTRUMENT OF FORMATION FOR THE ASSOCIATION AND THE MASTER ASSOCIATION.

THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE RESERVE AREAS AND ANY STRUCTURES, STREETS, LANDSCAPING OR OTHER IMPROVEMENTS THEREON. THE RESERVE AREAS ARE RESERVED FOR SUBSEQUENT CONVEYANCE BY THE OWNER TO THE ASSOCIATION.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY.

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER OR ANY LOT OWNER IN THE SUBDIMISION SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. THE PREVAILING PARTY IN ANY SUCH SUIT SHALL BE ENTITLED TO RECOVER A REASONABLE

ATTORNEY'S FEE AND THE COSTS OF THE ACTION. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA IN THE EVENT THE OWNER, ANY LOT OWNER, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH THEREIN OR IMPOSED THEREBY. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH IN SECTION ! HEREOF WITH RESPECT TO SUCH COVENANTS ONLY, SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATIONS THEREOF. THE COVENANTS SET FORTH IN SECTION II, <u>PLANNED UNIT DEVELOPMENT RESTRICTIONS</u>, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER, ANY LOT OWNER, OR ANY OF THEIR SUCCESSORS, GRANTEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE CITY OF BROKEN ARROW, OKLAHOMA SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. NOTHING HEREIN CONTAINED, HOWEVER, SHALL BE CONSTRUED, EITHER EXPRESSLY OR IMPLIEDLY, AS PROHIBITING, LIMITING OR RESTRICTING THE RIGHT OF THE OWNER OF ANY PARCEL OF LAND WITHIN THE ADDITION TO APPLY FOR AND OBTAIN AT ANY TIME HEREAFTER AN AMENDMENT TO PUD NO. 182 PROVIDED, HOWEVER, THAT ANY SUCH AMENDMENT MUST BE FIRST APPROVED IN WRITING BY THE OWNER AND BY THE LOT OWNERS OF AT LEAST 51% OF THE LOTS IN THE ADDITION (INCLUDING THE OWNER).

THE OWNER MAY DELEGATE ITS RIGHT TO APPROVE AN AMENDMENT TO THE ARCHITECTURAL COMMITTEE. THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS

THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, UNLESS SOONER TERMINATED OR AMENDED AS HEREINAFTER PROVIDED. SEVERABILITY. INVALIDATION OF ANY COVENANT OR 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 AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

<u>amendment.</u> THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW CITY COUNCIL OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW. THE COVENANTS CONTAINED WITHIN SECTION II, <u>PLANNED UNIT DEVELOPMENT RESTRICTIONS</u>, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED BY AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AS TO THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING THE COVENANTS SET FORTH IN SECTIONS II HEREOF. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS AND THE COVENANTS WITHIN SECTION IV. HOMEOWNERS ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH TIME AS IT OWNS ANY LOT IN THE SUBDIVISION OR ANY LOT IN ANY OF THE OTHER PHASES IN BERWICK ON CEDAR RIDGE WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE LOT OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION: PROVIDING, HOWEVER, AND NOT WITHSTANDING IN ANY PROVISION IN ANY DOCUMENTS TO THE CONTRARY, THAT SO LONG AS THE OWNER OWNS ANY LOT IN THE SUBDIVISION OR ANY LOT IN ANY OF THE OTHER PHASES OF BERWICK ON CEDAR RIDGE, ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE OWNER. THE OWNER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, RLAND DEVELOPMENT GROUP, L.L.C., HAS EXECUTED THIS INSTRUMENT THIS 27 DAY OF Up., 2012.

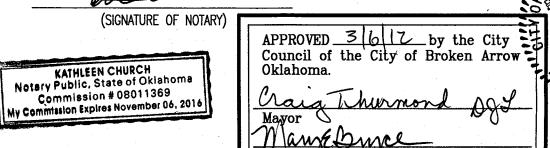
RLAND DEVELOPMENT GROUP, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY Jun 5 WE DAY S, MITCHELL, ITS MANAGER STATE OF OKLAHOMA) COUNTY OF TULSA THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON MULT 2012, BY JAY S. MITCHELL, AS MANAGER OF RLAND DEVELOPMENT GROUP, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY. KATHLEEN CHURCH Notary Public, State of Oklahoma (SIGNATURE OF NORARIAL) Commission # 08011369 My Commission Expires November 06, 201. CERTIFICATE OF SURVEY

I. DAVID CANTRELL. A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREON AS "BERWICK FAIRWAYS II", A SUBDIVISION TO THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, IS A 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 AS ADOPTED.
WITNESS MY HAND AND SEAL THIS DAY OF _________, 2012. DAVID L. LICENSED PROFESSIONAL LAND SURVEYOR **CANTRELL** OKLAHOMA NO. 351 L.S. 351 STATE OF OKLAHOMA

COUNTY OF TULSA BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _

AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH. OKEN ARROW GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



Attest: Oity Clerk

BERWICK FAIRWAYS I CASE NO. PT 07-118 DEV. # 07-187 Sheet 2 of 2