

SUBDIVISION CONTAINS:
FORTY-FIVE (45) LOTS
IN SIX (6) BLOCKS
WITH TWO (2) RESERVES
GROSS SUBDIVISION AREA: 39.85 ACRES

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- 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:
(a) PK NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
(b) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'14" WEST.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY S. 266TH EAST AVE. AND S.267 EAST AVE., BOTH BEING PUBLIC STREETS.
- 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.". THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-052217-10.

Curve Table

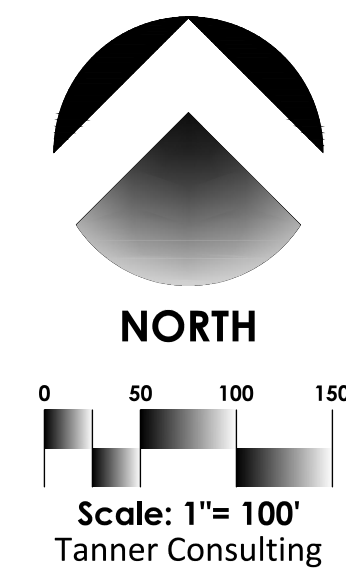
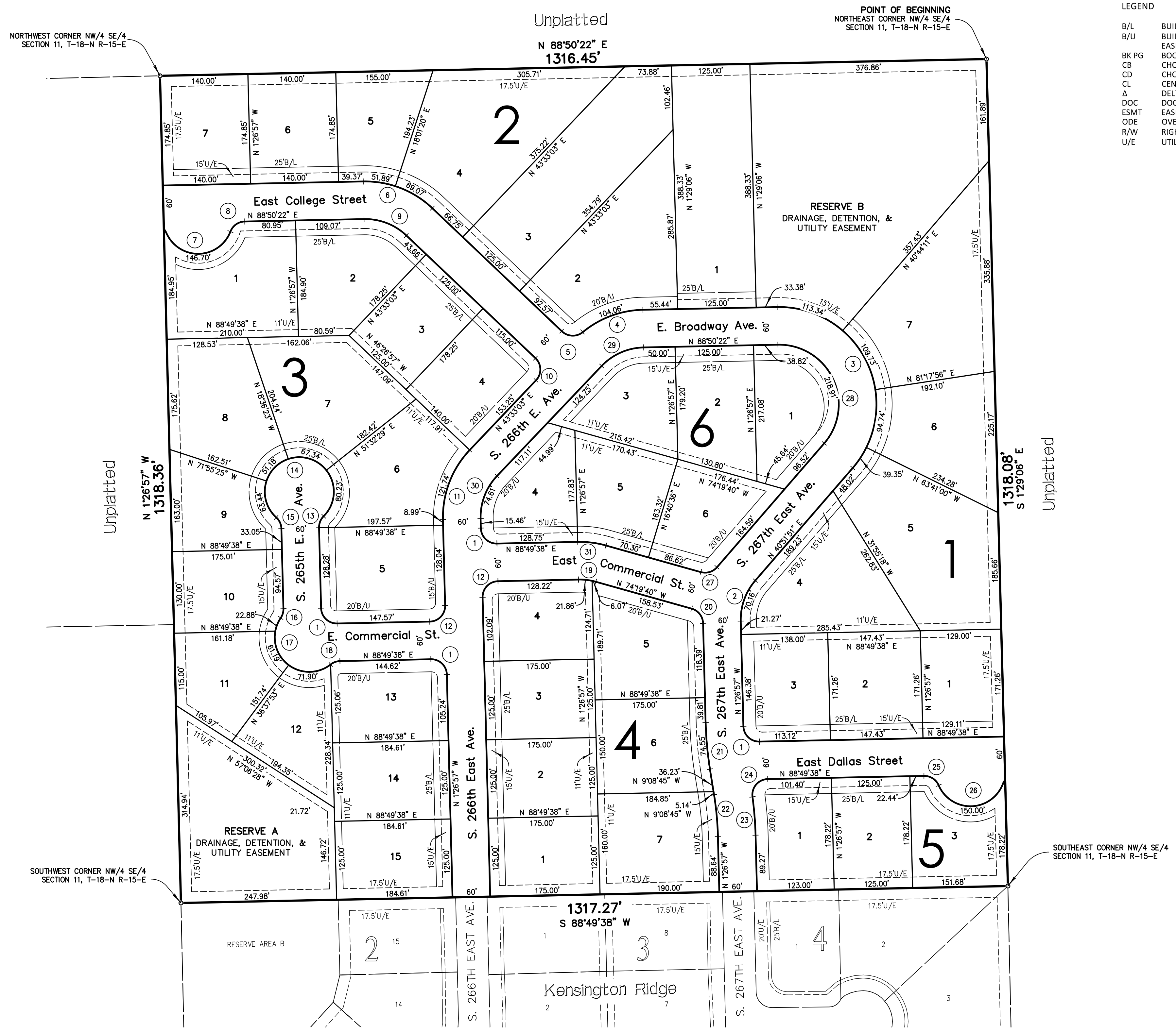
CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD(B)	CHORD(D)
1	39.15'	25.00'	89°43'25"	N46°18'40"W	35.27'
2	70.16'	95.00'	42°18'49"	N19°42'27"E	68.58'
3	357.16'	155.00'	132°01'29"	N25°08'53"W	283.23'
4	104.06'	155.00'	38°27'55"	N69°36'55"E	102.12'
5	36.20'	25.00'	82°57'28"	N87°55'42"W	33.12'
6	120.96'	155.00'	44°42'40"	N68°48'18"W	117.91'
7	146.70'	55.08'	152°35'57"	N82°45'59"W	107.03'
8	29.66'	25.00'	67°58'26"	N54°51'09"E	27.95'
9	74.13'	95.00'	44°42'40"	N68°48'18"W	72.27'
10	39.27'	25.00'	90°00'00"	N1°26'57"W	35.36'
11	121.74'	155.00'	45°00'00"	N21°03'03"E	118.63'
12	39.39'	25.00'	90°16'35"	N43°41'20"E	35.44'
13	20.32'	25.00'	46°34'03"	N21°50'04"E	19.76'
14	83.38'	55.00'	86°51'54"	N88°33'03"E	75.63'
15	20.32'	25.00'	46°34'03"	N24°43'59"W	19.76'
16	15.56'	25.00'	35°39'33"	N16°22'49"E	15.31'
17	155.97'	55.00'	162°29'03"	N47°01'56"W	108.72'
18	16.19'	25.00'	37°06'05"	N70°16'35"E	15.91'
19	27.93'	95.00'	16°50'43"	N82°45'01"W	27.83'
20	31.80'	25.00'	72°52'42"	N37°53'19"W	29.70'
21	74.55'	555.00'	7°41'48"	N5°17'51"W	74.50'
22	66.49'	495.00'	7°41'48"	N5°17'51"W	66.44'
23	61.21'	555.00'	6°19'10"	N4°36'32"W	61.18'
24	42.15'	25.00'	96°35'45"	N40°31'45"E	37.33'
25	29.64'	25.00'	67°55'12"	N57°12'46"W	27.93'
26	150.00'	55.00'	156°15'25"	N78°37'07"E	107.65'
27	28.28'	25.00'	64°48'29"	N73°16'06"E	26.79'
28	218.91'	95.00'	132°01'29"	N25°08'53"W	173.59'
29	75.09'	95.00'	45°17'20"	N66°11'42"E	73.15'
30	74.61'	95.00'	45°00'00"	N21°03'03"E	72.71'
31	45.57'	155.00'	16°50'43"	N82°45'01"W	45.41'

DATE OF PREPARATION: June 19, 2017

Preliminary Plat

Kensington Ridge II

PUD 262
PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA



- LEGEND
- B/L BUILDING LINE
 - B/U BUILDING LINE & UTILITY EASEMENT
 - BK PG BOOK & PAGE
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - CL CENTERLINE
 - Δ DELTA ANGLE
 - DOC DOCUMENT
 - ESMT EASEMENT
 - ODE OVERLAND DRAINAGE EASEMENT
 - R/W RIGHT-OF-WAY
 - U/E UTILITY EASEMENT

Lot Area Table

AREA LABEL	AREA(ACRES)	AREA LABEL	AREA(ACRES)
BLOCK 1 LOT 1	0.507	BLOCK 3 LOT 10	0.517
BLOCK 1 LOT 2	0.580	BLOCK 3 LOT 11	0.516
BLOCK 1 LOT 3	0.539	BLOCK 3 LOT 12	0.501
BLOCK 1 LOT 4	0.838	BLOCK 3 LOT 13	0.548
BLOCK 1 LOT 5	1.119	BLOCK 3 LOT 14	0.530
BLOCK 1 LOT 6	0.721	BLOCK 3 LOT 15	0.530
BLOCK 1 LOT 7	1.132		
BLOCK 2 LOT 1	1.114	BLOCK 4 LOT 1	0.502
BLOCK 2 LOT 2	0.971	BLOCK 4 LOT 2	0.502
BLOCK 2 LOT 3	1.134	BLOCK 4 LOT 3	0.508
BLOCK 2 LOT 4	1.203	BLOCK 4 LOT 4	0.655
BLOCK 2 LOT 5	0.502	BLOCK 4 LOT 5	0.612
BLOCK 2 LOT 6	0.562	BLOCK 4 LOT 6	0.695
BLOCK 2 LOT 7	0.562		
BLOCK 3 LOT 1	0.793	BLOCK 5 LOT 1	0.504
BLOCK 3 LOT 2	0.650	BLOCK 5 LOT 2	0.511
BLOCK 3 LOT 3	0.512	BLOCK 5 LOT 3	0.522
BLOCK 3 LOT 4	0.570	BLOCK 6 LOT 1	0.549
BLOCK 3 LOT 5	0.702	BLOCK 6 LOT 2	0.569
BLOCK 3 LOT 6	0.689	BLOCK 6 LOT 3	0.539
BLOCK 3 LOT 7	0.814	BLOCK 6 LOT 4	0.518
BLOCK 3 LOT 8	0.746	BLOCK 6 LOT 5	0.542
BLOCK 3 LOT 9	0.505	BLOCK 6 LOT 6	0.522

OWNER:
Green Property Management, Inc.
17211 S. 4170 Road
Claremore, Oklahoma 74017
Phone: (918)342-0840
Contact: Brian Green

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor

Attest: City Clerk

Kensington Ridge II
CASE NO. PT00-000
DEVELOPMENT NO. 00-000
SHEET 1 OF 3

Preliminary Plat

Kensington Ridge II

PUD 262

PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 11; THENCE SOUTH 88°50'22" WEST AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 1316.45 FEET TO A POINT AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°29'06" EAST AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1318.08 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°49'38" WEST AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1317.27 FEET TO A POINT AT THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 1°26'57" WEST AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1318.36 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88°50'22" EAST AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1316.45 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,735,887 SQUARE FEET OR 39.85 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE 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:

- (a) PK NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
- (b) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'14" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "KENSINGTON RIDGE II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "KENSINGTON RIDGE II"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER 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, 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 VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND 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 IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

1. EACH LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT OR RESERVE AREA.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR STORM WATER DRAINAGE FACILITY OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD

INTERFERE WITH PUBLIC WATER MAINS OR STORM WATER DRAINAGE FACILITIES SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND APPURTENANCES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THEIR UNDERGROUND WATER FACILITIES.

5. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE AEROBIC SEWAGE DISPOSAL SYSTEMS APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). NO OTHER ONSITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY ODEQ. THE FOREGOING SHALL NOT LIMIT THE FUTURE INSTALLATION OR USE OF PUBLIC SANITARY SEWER SYSTEMS WHEN SUCH SYSTEMS BECOME AVAILABLE.

6. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER RURAL DISTRICT #4 OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN 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 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS 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, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S 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 LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. RESERVE AREAS

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, RESERVE AREAS A AND B, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR STORMWATER DRAINAGE AND DETENTION, UTILITY, PRIVATE RECREATIONAL FACILITY, AND OPEN SPACE USES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, ALL AS DETERMINED BY THE OWNER, AND ARE HEREBY

RESERVED FOR SUBSEQUENT CONVEYANCE TO THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC.

2. RESERVES A AND B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS DRAINAGE EASEMENTS AND DETENTION EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.

3. RESERVE AREAS A AND B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.

4. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. UPON CONVEYANCE OF SUCH RESERVE BY THE OWNER. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.

5. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER SUCH RESERVE AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, AFTER FAILURE TO TIMELY PAY SUCH STATEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL OF THE RESIDENTIAL LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. DRAINAGE AND DETENTION EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL DRAINAGE EASEMENTS AND DETENTION EASEMENTS ON, OVER, AND ACROSS RESERVE AREAS A AND B FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES OUTSIDE THE SUBDIVISION.

2. STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS AND DETENTION EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE RESERVE AREA CONTAINING SUCH EASEMENTS IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE OR DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

4. THE MAINTENANCE OF RESERVE AREAS A AND B, AND THE FACILITIES THEREIN LOCATED, SHALL BE THE RESPONSIBILITY OF THE OWNER UNTIL SUCH TIME AS RESERVE AREAS A AND B ARE CONVEYED TO THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC., WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

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

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING KENSINGTON RIDGE II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 262) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 8 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON JUNE 05, 2017; AND

WHEREAS, PUD NO. 262 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON MAY 11, 2017 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JUNE 05, 2017; 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 ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. 262 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

1. DEVELOPMENT IN ACCORDANCE WITH PUD

KENSINGTON RIDGE II SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE RS-1 DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD NO. 262, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 262 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF KENSINGTON RIDGE II SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON JUNE 05, 2017.

B. DEVELOPMENT STANDARDS

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN RS-1 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING SINGLE-FAMILY AND CUSTOMARY ACCESSORY AND NEIGHBORHOOD AMENITY USES, INCLUDING COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF LOTS: 60 LOTS

MINIMUM STREET FRONTAGE: 100 FT *

MINIMUM LOT SIZE: 21,780 SF

OFF-STREET PARKING AND FRONT YARD COVERAGE:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

MINIMUM YARD SETBACKS:

FRONT YARD: 25 FT

REAR YARD: 20 FT

SIDE YARD ABUTTING A STREET: 15 FT **

SIDE YARD NOT ABUTTING A STREET: 5 FT ***

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE RS-1 DISTRICT

* WEDGE-SHAPED LOTS ARE PERMITTED LESS STREET FRONTAGE, PROVIDED A 70 FT MINIMUM LOT WIDTH IS MAINTAINED AT THE FRONT BUILDING LINE.

** ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO CORNER LOTS.

*** A MINIMUM OF TEN (10) FEET OF SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. STREETS

STREETS WITHIN THIS PUD SHALL BE PLACED IN A MINIMUM SIXTY (60) FOOT RIGHT-OF-WAY, WITH A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. STREETS SHALL BE CONSTRUCTED TO MEET MODIFIED STANDARDS FOR MINOR RESIDENTIAL STREETS WITH BORROW DITCHES, WITHOUT CURBS OR SIDEWALKS, SUBJECT TO APPROVAL BY THE CITY OF BROKEN ARROW. ACCESS INTO THE SUBDIVISION WILL BE PROVIDED BY EXTENDING TWO (2) STUB STREETS FROM KENSINGTON RIDGE, WITH STUB STREETS FOR FUTURE CONNECTIVITY TO THE UNPLATTED TRACTS TO THE WEST, NORTH, AND/OR EAST AS REQUIRED BY THE CITY OF BROKEN ARROW. ALL ACCESS WILL BE AS REQUIRED BY THE CITY OF BROKEN ARROW DURING THE PLATTING PROCESS.

Preliminary Plat
Kensington Ridge II

PUD 262

PART OF THE SOUTHEAST QUARTER (SW/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONT.)

2. SIGNS

ENTRY SIGNAGE COMPLYING WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE MAY BE INSTALLED WITHIN EASEMENTS AT POINTS OF ENTRANCE TO KENSINGTON RIDGE II.

3. FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK CHAIN LINK. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND HALF-WAY BETWEEN THE BUILDING LINE AND PROPERTY LINES.

4. LIVABILITY SPACE

LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.D OF THE BROKEN ARROW ZONING CODE.

5. SITE PLAN REVIEW

NO BUILDING PERMIT FOR A RESIDENCE WITHIN KENSINGTON RIDGE II SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN COMPLIANCE WITH THE PLANNED UNIT DEVELOPMENT CONCEPT AND DEVELOPMENT STANDARDS. THE PLAT WILL ALSO SERVE AS THE SITE PLAN AND MUST BE FILED OF RECORD WITH THE WAGONER COUNTY CLERK.

SECTION III. HOMEOWNERS' ASSOCIATION

A. HOMEOWNERS' ASSOCIATION

WITHOUT LIMITATION AS TO PRESENT GEOGRAPHIC JURISDICTION, THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A DOMESTIC, NOT FOR PROFIT CORPORATION, HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE ENTRYWAYS AND THE RESERVE AREAS IN KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1757 ON PAGE 271, AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. KENSINGTON RIDGE II ADJOINS KENSINGTON RIDGE AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC., AS PROVIDED IN SECTION ARTICLE IV, SECTION 4.1 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1757 ON PAGE 271.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE 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 ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

SECTION IV. PRIVATE RESTRICTIONS

A. USE OF LAND

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. STREET AND EASEMENT SETBACKS

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

C. SIDE YARD SETBACKS

EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 20 FEET.

D. REAR YARD SETBACKS

THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET.

E. BUILDING HEIGHT

NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

F. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS

ADDITIONAL RESTRICTIONS AND COVENANTS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT. THIS DOCUMENT SHALL INCLUDE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION AND SECTION IV. PRIVATE COVENANTS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III. OR IV., IT SHALL BE LAWFUL FOR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. OR IV. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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 TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY 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 AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. 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 II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF

EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 262 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. HOMEOWNERS' ASSOCIATION, SECTION IV. PRIVATE COVENANTS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND/OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR, ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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 AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, GREEN PROPERTY MANAGEMENT, INC. HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF _____, 2017.

GREEN PROPERTY MANAGEMENT, INC.
AN OKLAHOMA CORPORATION

BY: _____

BRIAN J. GREEN, PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

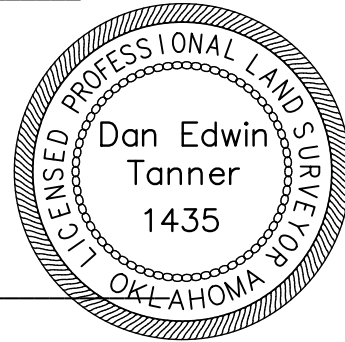
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2017, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF GREEN PROPERTY MANAGEMENT, INC. TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT, AND ACKNOWLEDGED TO ME THAT BRIAN J. GREEN EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "KENSINGTON RIDGE II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, 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 ____ DAY OF _____, 2017.



BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2017, PERSONALLY APPEARED TO ME DAN E. TANNER 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 THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL
THE _____ COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER AND ON SITE SEWER SYSTEM ON THIS ____ DAY OF _____, 2017.

ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY