

Preliminary Plat
Planned Unit Development 261

Chestnut Creek

A subdivision in the City of Broken Arrow, being a part of the SE/4 of
Section 4, Township 17 North, Range 14 East of the Indian Meridian,
Tulsa County, State of Oklahoma

I, the undersigned, the duly qualified and acting county
Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby
certify that according to the _____ tax rolls the taxes on the
above description are paid.

Dana Patten, County Treasurer

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

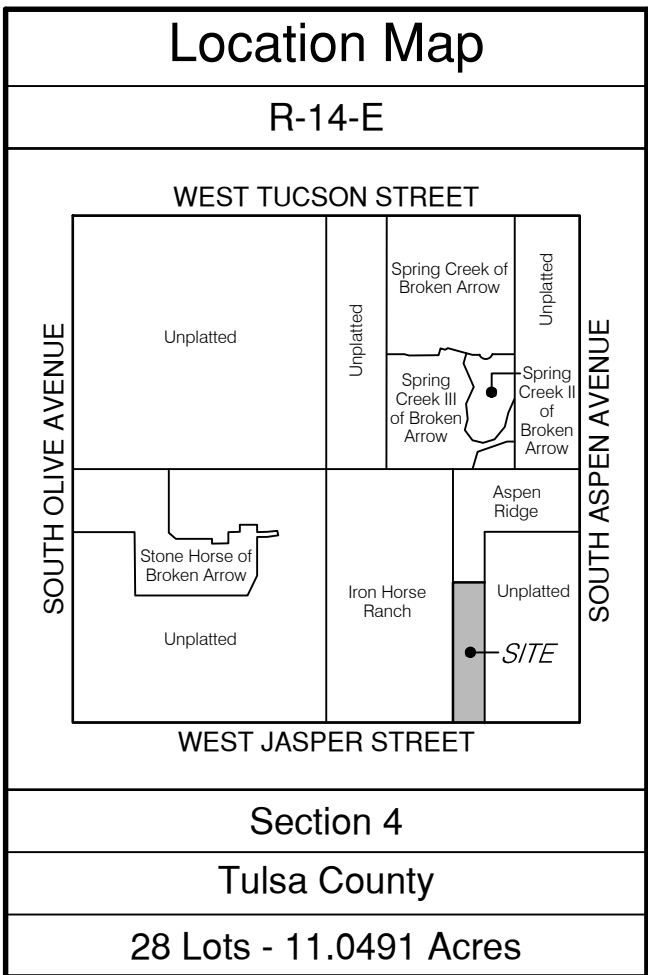
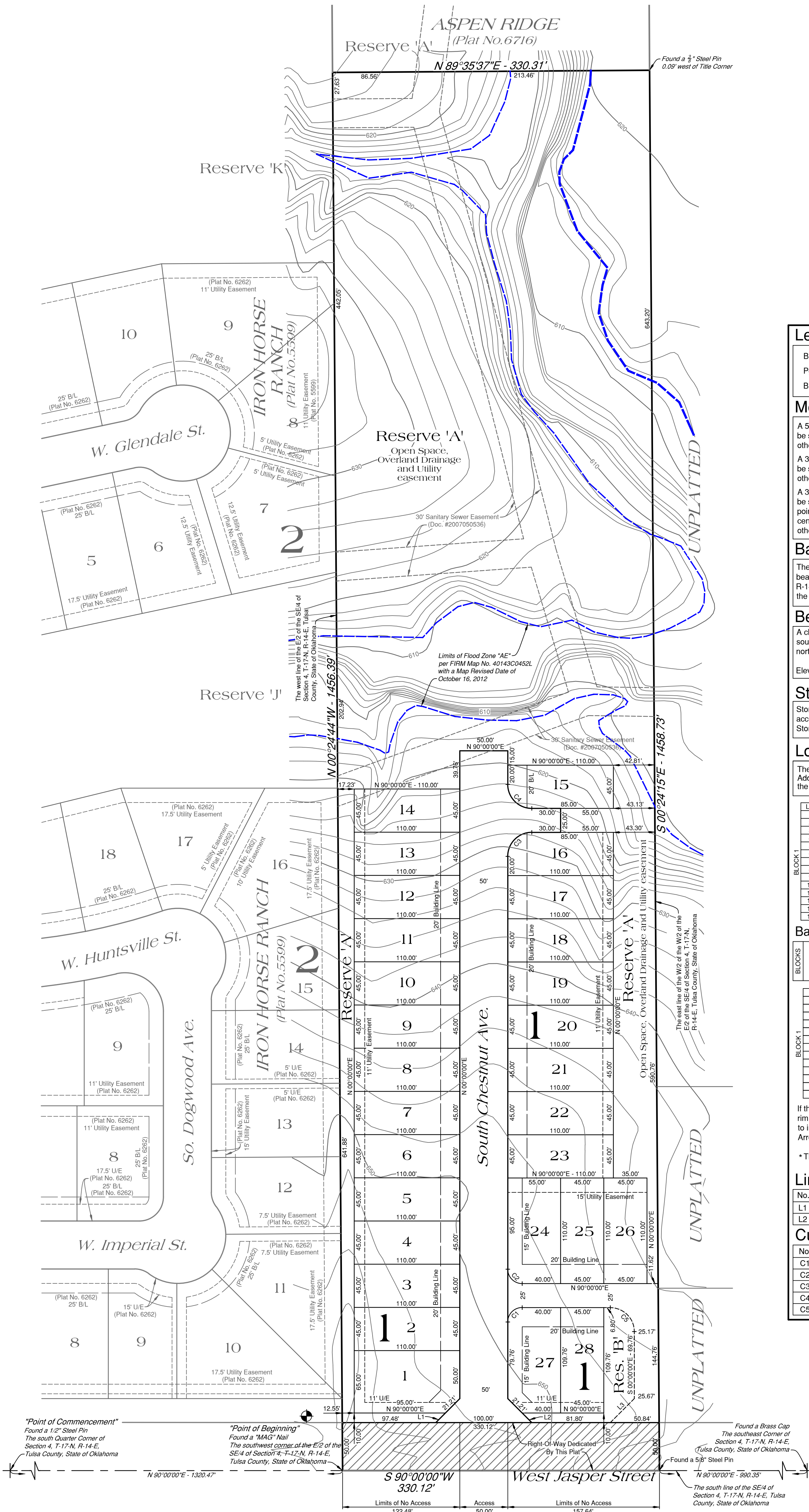
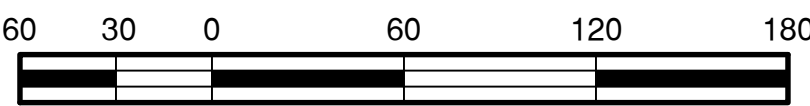
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2019

OWNER / DEVELOPER

Capital Homes Residential Group, L.L.C.

an Oklahoma Limited Liability Company
P.O. Box 240
Owasso, Oklahoma 74055
918.376.6536



Legend

Bk. = Book
Pg. = Page
BL = Building Line
U/E = Utility Easement
ROW = Right of Way

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" 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, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on an assumed bearing of N 90°00'00"E along the south line of the SE/4 of Section 4, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof.

Benchmark

A chiseled "X" in a concrete sidewalk 6.9' north and 37.1' west of the southwest corner of Reserve A, "Chestnut Creek". The Benchmark is 1.1' north of the south edge of the concrete sidewalk.

Elevation = 655.92 NAVD 1988

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-22417-03. Stormwater detention for this plat will be provided on the site.

Lot Address

The address shown on this plat was accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Lot	Addresses	Lot	Addresses
1	xxxx	15	xxxx
2	xxxx	16	xxxx
3	xxxx	17	xxxx
4	xxxx	18	xxxx
5	xxxx	19	xxxx
6	xxxx	20	xxxx
7	xxxx	21	xxxx
8	xxxx	22	xxxx
9	xxxx	23	xxxx
10	xxxx	24	xxxx
11	xxxx	25	xxxx
12	xxxx	26	xxxx
13	xxxx	27	xxxx
14	xxxx	28	xxxx

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE TOP OF MANHOLE ELEVATION	BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE TOP OF MANHOLE ELEVATION
BLOCK 1	1	XXX.XX	X XXX.XX	BLOCK 1	15	XXX.XX	X XXX.XX
	2	XXX.XX	X XXX.XX		16	XXX.XX	X XXX.XX
	3	XXX.XX	X XXX.XX		17	XXX.XX	X XXX.XX
	4	XXX.XX	X XXX.XX		18	XXX.XX	X XXX.XX
	5	XXX.XX	X XXX.XX		19	XXX.XX	X XXX.XX
	6	XXX.XX	X XXX.XX		20	XXX.XX	X XXX.XX
	7	XXX.XX	X XXX.XX		21	XXX.XX	X XXX.XX
	8	XXX.XX	X XXX.XX		22	XXX.XX	X XXX.XX
	9	XXX.XX	X XXX.XX		23	XXX.XX	X XXX.XX
	10	XXX.XX	X XXX.XX		24	XXX.XX	X XXX.XX
	11	XXX.XX	X XXX.XX		25	XXX.XX	X XXX.XX
	12	XXX.XX	X XXX.XX		26	XXX.XX	X XXX.XX
	13	XXX.XX	X XXX.XX		27	XXX.XX	X XXX.XX
	14	XXX.XX	X XXX.XX		28	XXX.XX	X XXX.XX

If the actual finished floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a backflow preventer valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, adopted October 5, 1998.

* These lots require a backflow preventer valve.

Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	N 45°00'00"E	14.14'	L3	N 45°00'00"E	35.36'
L2	N 45°00'00"W	14.14'			

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	90°00'00"	15.00'	23.56'	N 45°00'00"E	21.21'
C2	90°00'00"	15.00'	23.56'	S 45°00'00"E	21.21'
C3	90°00'00"	25.00'	39.27'	N 45°00'00"E	35.36'
C4	90°00'00"	25.00'	39.27'	S 45°00'00"E	35.36'
C5	90°00'00"	25.00'	39.27'	S 45°00'00"E	35.36'

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

Mayor
Attest: City Clerk

Chestnut Creek

PT17-XXX Sheet 1 of 2
Date of Preparation: June 19, 2017

CHESTNUT CREEK

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Capital Homes Residential Group, 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 W/2 of the W/2 of the E/2 of the SE/4 of Section 4, 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 south quarter corner of Section 4, 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 90°00'00" E along the south line of the SE/4of Section 4 a distance of 1320.47 feet to the southwest corner of the E/2 of the SE/4 of Section 4, same being the southeast corner of "Iron Horse Ranch" a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6262 as filed in the records of the Tulsa County Clerk's Office, same being the "Point of Beginning";

Thence N 00°24'44" W along the west line of the E/2 of the SE/4 of Section 4, same being the east line of "Iron Horse Ranch" a distance of 1456.39 feet to the southwest corner of Reserve A, "Aspen Ridge" a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No.6716, as filed in the records of the Tulsa County Clerk's Office;

Thence N 89°35'37" E along the south line of Reserve A, a distance of 330.31 feet to the southeast corner of Reserve A, said point being on the east line of the W/2 of the W/2 of the E/2 of the SE/4 of Section 4;

Thence S 00°24'15" E along the east line of the W/2 of the W/2 of the E/2 of the SE/4 of Section 4 a distance of 1458.73 feet to the southeast corner of the W/2 of the W/2 of the E/2 of the SE/4 of Section 4;

Thence S 90°00'00" W along the south line of the SE/4of Section 4 a distance of 330.12 feet to the "Point of Beginning".

Said tract contains 481,299 square feet or 11.0491 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 90°00'00" E along the south line of the SE/4of Section 4, T-17-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into one (1) block, twenty-eight (28) lots, two (2) reserve areas, and streets and has designated the same as "CHESTNUT CREEK", an addition to 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 street (West Jasper Street) 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, curbing 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 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 fight 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 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 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements 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. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their 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 owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 Surface Drainage

The lot 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. 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 1.5 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.6 Paving and Landscaping Within Easements

The owner of the lot 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 electric

facilities within the 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.

1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Jasper Street 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.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A" and "B"
Reserve Areas "A" and "B" shall be used for open space, signage, landscaping, walls, fencing, drainage, recreation, overlاند drainage, utilities, 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 CHESTNUT CREEK as set forth within Section V hereof.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the "The CHESTNUT CREEK Homeowners' Association."

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/28 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "CHESTNUT CREEK" was submitted as a planned unit development (entitled PUD No. 261) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 25, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 261 was approved by the Broken Arrow Planning Commission on May 25, 2017 and approved by the City of Broken Arrow City Council, on June 19, 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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer,

its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 General Standards

The development of "CHESTNUT CREEK" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 25, 2017.

2.2 Development Standards - Single-Family Attached and Detached Residential (Development Area 'A')

Development Area 'A' shall be governed by the use and development regulations of the RS-2 District, except as herein modified:

2.2.1 Permitted Uses: Single-Family Attached and Detached Residential and Accessory Uses.

2.2.2 Minimum Lot Frontage 40 feet at Building Line

2.2.3 Minimum Lot Area 4,400 sf.

2.2.4 Maximum Building Height: 35 feet

2.2.5 Minimum Building Setbacks:
Front 20 feet
Rear 10 feet
Side (Single-Family Attached) 0 feet (Internal) or 5 feet (End Unit)
Side (Single-Family Detached) 5/5 feet or 0/10 feet
Minimum Building Separation 10 feet
Side, Corner Lot 15 feet

2.2.6 Access Limitations: No lots shall have direct access to W. Jasper St.

2.2.7 Open Space: All open space shall be designated as reserve areas and maintenance as such shall be the responsibility of the property owners association.

2.3 Development Standards - Open space (Development Area 'B')

Permitted Uses: Open Space, Passive and Active Recreation

2.4 Landscaping and Screening:

Landscaping will be provided along West Jasper Street in accordance with Section 5.2 City of Broken Zoning Ordinance. In addition, a landscape reserve of at least 10 feet in width shall be provided along West Jasper Street. All open space/reserve areas shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance.

CHESTNUT CREEK

Date of Preparation: June 19, 2017

Sheet 3 of 3

SECTION IV. PRIVATE COVENANTS

For the purpose of providing an orderly development of the addition and for maintaining conformity for the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the addition.

4.1 Development and Construction Standards

- 4.1.1 No residence or other permanent structure shall be erected, placed, or altered on any lot in "CHESTNUT CREEK" until the floor plan, exterior elevation and materials thereof, plot plan (which plot plan shows the location and facing of such building on the lot), all of which have been drawn by a professional architect or home designer, has been approved, in writing, by the Owner/Developer or the Association. Neither the Owner/Developer nor the Association shall be liable for any approval. Disapproval, or failure to approve hereunder, and their respective approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction. After the Owner/Developer sells all its lots in "CHESTNUT CREEK," the rights and powers of the Owner/Developer shall transfer to the Association.
- 4.1.2 Enclosed garages providing for a minimum of two (2) automobiles shall be built on each lot. Carports are not permitted.
- 4.1.3 Driveways are required on each lot, and shall be constructed of all weather surface such as concrete, brick, or other masonry materials acceptable to the Owner/Developer. Driveways must extend from street to garage door opening and be no less than sixteen feet (16.0') in width.
- 4.1.4 No pre-existing or offsite built residence may be moved onto any lot. All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling, including masonry requirements, and to the square footage restrictions approved by the Owner/Developer in writing and in conformance with the Zoning Code of the City of Broken Arrow. All such outbuildings shall be shingled with the same color and type of shingle as the dwelling. No garage or outbuilding on any lot shall be used as a residence or living quarters. Further, no detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot without the prior written consent of the Owner/Developer.
- 4.1.5. All roofs must have a minimum pitch of 6/12. Roofs shall be organic or inorganic composition shingle with a twenty-five (25) year or greater rating. The Owner/Developer may approve, upon prior written request exceptions to these roof materials and pitch requirements provided such exceptions comply with the PUD for CHESTNUT CREEK and the Zoning Code for the City of Broken Arrow. Approval may be granted when deemed appropriate by the Owner/Developer to recognize historical architectural styles, or significant physical characteristics of a house plan or building.
- 4.1.6 Exterior lighting, except temporary seasonal, decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.
- 4.1.6 Exterior lighting, except temporary seasonal, decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.
- 4.1.7 No television, radio, or other antennae or reception devices, other than a twenty inch (20") or smaller television satellite dish, shall be constructed or maintained on any lot without the

- written approval of the Owner/Developer. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure, shall not extend above the roof line and shall not be visible from streets in front of said structure, provided, that these types of reception devices shall only be installed after express approval of the Association, which shall not be unreasonably denied, and the devices shall be painted a color to match the existing residential structures and be installed with landscaping and/or in a manner to restrict their view from adjacent properties.
- 4.1.8 Roof mounted equipment, including mechanical, air conditioning, and solar equipment, will not be allowed. This provision shall not include small (less than 20") satellite dishes. See the provision above.
- 4.1.9 Except as provided herein, no vehicle, motorcycle, motor bike, camper, trailer, boat, all terrain vehicle (ATV), or recreational vehicle (RV), or similar vehicle or equipment, whether or not operable (collectively referred to as "vehicles") shall be kept, parked, stood, or stored on any lot, street, or the common area, except in a garage or in an area where the Association has given its prior written approval thereof. Regular passenger vehicles, such as automobiles, passenger vans, SUV's, and commercial vehicles of 3/4 ton or less, are permitted to be parked in the driveway overnight. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 48 consecutive hours per week) on the driveway of a lot for purposes of loading, unloading, or washing. Vehicles shall not be kept, parked, or stored on the lot, except in a side yard, completely screened by privacy fencing from view of neighboring lots, streets, and other property. Parking on the street is reserved for the lot owners' guests and visitors. Lot owners' vehicles (or vehicles under their dominion and control) shall not be parked or stored in any street, nor in any other manner which impairs or impedes sidewalk use or other public access. Lot owners shall keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of vehicles, repair of vehicles on the lot is prohibited. Washing or polishing of vehicle on the driveway is allowed, provided however, vehicle repair may occur in the enclosed garage, as long as the garage effectively screens the sight and sound of such activities from neighboring properties and from the street. Inoperable vehicles shall not be kept, parked, or stored on a lot at any time. Notwithstanding any other provision herein, no commercial vehicles shall be parked or stored at any time on or in front of any lot, street, or common area without the Association's prior written consent.
- 4.1.10 The owner of each lot and/or residence shall keep the same free from rubbish, litter, and noxious weeds.
- 4.1.11 All household garbage, trash cans, rubbish, or litter shall be stored from street view until twelve (12) hours before the designated date for collection. All waste containers must be removed from the curbside and screened from roadway view within twelve (12) hours after refuse collective vehicles empty the containers.
- 4.1.12 No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot.
- 4.1.13 All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.
- 4.1.14 No sign or other advertising of any kind shall be placed or maintained on any lot longer than twenty-four (24) hours, except that neatly painted real estate signs of standard size may be placed in the front yard of a residence that is "for sale." Notwithstanding above, the Owner/Developer shall be allowed to install any sign(s) necessary for the purposes connected with the development of "CHESTNUT CREEK" as approved by the City of Broken Arrow. The Owner/Developer may approve other signs upon written request.
- 4.1.15 So long as a rural type mailbox is in use in "CHESTNUT CREEK" by the United States Postal Service, all mailboxes and mailbox pedestals in "CHESTNUT CREEK" shall conform in design to the specific plan approved by the Owner/Developer and the location and design shall match the design of the residential structure and conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is approximately six inches (6") from the

- face of the curb and six inches (6") from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom of the mailbox shall be thirty-eight inches (38") from street level.
- 4.1.16 All lots shall be sodded and landscaped within ten (10) days of occupancy or one hundred twenty (120) days after final inspection, whichever occurs first. The front, back, and side yards of each lot shall be fully sodded upon completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.
- 4.1.17 It shall be the duty and obligation of the owners of each lot to preserve and protect the trees located on such lot. The Association shall be responsible for protecting and preserving the trees in all common areas, which shall be a common expense. The owner of each lot shall make an effort to save all trees possible and shall exercise care to protect the root systems of all trees during construction.
- 4.1.18 Each property owner shall consult and follow the final grading plan filed at the City of Broken Arrow. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If a lot has not been graded properly, the property owner who is at fault must make immediate changes to bring said lot into accordance with the drainage plan. The lot shall receive and drain in an unobstructed manner, the storm 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 in a manner which would impair the drainage of storm and surface waters over and across their lot. The forgoing covenants set forth in this paragraph may be enforceable by any effected lot owner, the City of Broken Arrow, the Owner/Developer and/or the Homeowners' Association.
- 4.1.19 No livestock or poultry shall be raised, bred, or kept, subject to the ordinances of the City of Broken Arrow, at any residence or on any lot. Common household pets may be kept, provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors.
- 4.1.20 Excessive noise that intrudes upon the peaceful enjoyment of a residents' property is not permitted.

SECTION V. HOME OWNERS' ASSOCIATION

5.1. 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 "The CHESTNUT CREEK Homeowners' Association, Inc." (the "Association") for the general purposes of maintaining the landscaping, private streets, alleyways, reserve areas, parking and driveways and other 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, streets and driveways (whether within or without the addition) and common areas as designated on the plat.

5.2. 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 VI. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

6.1. 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. 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.

6.2. Duration

These restrictions shall remain in full force and effect until 20 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.

6.3. Amendment

The covenants contained within SECTION I. 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 at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the addition and signed by the Owner/Developer; providing. However, that until the Owner/Developer has sold all lots in the addition. 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 addition.

6.4. 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.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2017.

Capital Homes Residential Group, L.L.C.
an Oklahoma limited liability corporation

By: David Charney, Manager

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

This instrument was acknowledged before me this ____ day of _____, 2017, by David Charney, Manager of Capital Homes Residential Group, L.L.C.

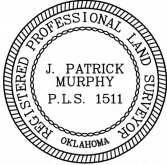
Notary Public
My commission No. _____
expires _____

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, 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 "CHESTNUT CREEK", 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 ____ day of _____, 2017.

J. Patrick Murphy
Registered Professional Land Surveyor



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

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2017, by J. Patrick Murphy.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2016