

# DATE SIZZIN

# CITY OF BROKEN ARROW DEVELOPMENT SERVICES DEPARTMENT

#### KNOW ALL MEN BY THESE PRESENTS

ARMORY, LLC, HEREINAFTER REFERRED TO AS THE "OWNER DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY THREE (21) OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FOURTEEN (19 EAST OF THE INDIAN BASE AND MERIDIAN (LB &M.), ACCORDING TO THE U.S. GOVERNAIENT SURVEY, THEREOF TULSA COUNTY, STATE OF OXLAHOMA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICLLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE NEW OF SEC 23, T-18-N, R-14-E, 1B &M; THENCE S 01°1440°E ALONG THE EAST LINE OF SAID NEW A DISTANCE OF 1.21.01 FEET TO HE POINT OF BEGINNING, THENCE S 83°3729°W ALONG THE NORTH LINE OF SAID SOUTHERS TO THE NORTH LINE OF SAID SOUTHERS TO THE NORTH LINE OF THE NORTH LINE OF SAID SOUTHERS TO THE NORTH LINE OF THE NORTH LINE OF SAID SOUTHERS TO THE NORTH LINE OF THE NORTH LI

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT). AND ALS ENTITLED AND DESIGNED THE SUBDIVISION AS "WASHINGTON LANE VIF, A SLEIDINISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA GHEREINAFTER THE "SUBDIVISION" OR "WASHINGTON LANE VIF, HE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFEREDED TO COLLECTIVELY AS THE "CITS", AND INDIVIDUALLY AS

#### Article I. Dedications of Public Use, Easements, Streets and Utilities

1.1 Armory LLC, (hereinafter sometimes referred to as 'Declarant' or 'Developer') does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear tille to all the land that is so dedicated, and no vehicular ingress shall be pentitited over, through or across any property or area designated on the attached plat as an L.N.A. (Limits of No Access), which may be modified unrended or revised with the approacy of the Boxben Armor Planning of Commission and Give, Council

#### 1.2 Public Streets and General Utility Easements

DITE STEVENES and OPENIA UNITY CASCIPIENTS

The Developer does hereby delicate for public use the streets as depicted on the accompanying plat and does further delicate for public use the utility extensents as depicted on the accompanying plat as USF or 'Utility Extensent. For the several purposes of constructing, analysis removing any and all public utilities, including storen severa, sanitary severas, telephone and communication lines, elective power lines and transformers, gas lines, water lines and cable television lines, together with telephone and communication lines, clearing some or removing any an au public utilities, including storm severs, sanitary sewers, telephone and communication lines, clearing sower lines and attainformers, gas lines, water lines and oable television lines, together with all fittings, including the poles, water, conduits, pipes, valves, meters and equipment for each of reach for such facilities and any other appartnenances thereto, with the rights of ingress and egges so and upone the clinic catenosis for the means adaptive affects of the conduction. The conduction of the conduction

- Underground Service

  1. Sirest light poles or standards may be served by overhead line or underground cable, and cisewhere throughout the subdivision all supply lines including electrics, telephone, cable television and gas lines shall, be located underground in the catementways 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 upply at secondary vollages, may also be located in easonstancings.

  2. Underground service cables and gas service line to all structures which may be located within the subdivision may be run from the nearest tervice pedestal, gas man or transformer to the point of usage determined by the location and contraction of such structures of extractions of the structure. The substitution of the structure of the structure. The substitution of the structure of the structur

- 1.4 Water and Sower Service

  1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the owner's lot.

  2. Within the onlike wasement area depicted on the accompanying pith, the alteration of ground elevations in excess of 3 feet from the control of th
  - apertures to Incidence varye works, the injurants and mannows, who we appeared to incidence 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
  - contrastors.

    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 sweer facilities.

    The Foregoing covenants set forth in this paragraph 1.4 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lost greets to be bound hereby.

- S SOPVICE

  1. The supplier of gas service through its agents and employees shall at all times have right of access to all easementways shown on said plat, or otherwise provided for in this deed of dedication for the purpose of mutiling, maintaining, removing or replacing any portion of the underground facilities installed by the supplier of gas service.

  2. The owner of the lot shall be responsible for the protection of the underground gas facilities located on his lot, and shall prevent he literation of gade or any construction activity, which would underfer with the gas facilities. The supplier of gas service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay fee damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or its agents or construction.

  2. The foregoing covenants act footh in this paragraph 1.5 shall be endorecable by the supplier of the gas service, the City of Broken Arrow, Oklahoman and the owner of the lot agrees to be bound hearby.

Trace Ural nage

Each let 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 eastements. No lot owner shall construct or permit to be constructed any fence or other obstructions which
would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph 1.6
shall be enforceable by any affected followmen and by the City of Broken Arnow. Oxidahoma.

The repair of possible damage caused by crosion from the West Branch of Broken Arrow Creek to Lots 31, 32, 33 and 34 shall be made

1.7 Paving and Landscaping within Easements
The owner of the lot affected shall be repossible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sever, stem sever, ga, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat. Provided bowever, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of Jush activities.

#### WASHINGTON LANE VI

MAY 8, 2017 SHEET 2 OF 4

# Washington Lane VII

PART OF THE SE/4 OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA PUD 135-C

Oklahoma pertaining thereto. The foregoing covenant concerning limits of no access shall be enforceable by the City of Broken Arrow, and the owner of each lot agrees to be

1.9 Reserve Area Development
Reserve Area 'A' in Washington Lanc VII is baceby designated as overland drainage easements, sidewalk easements and utility easements.
Reserve Area 'B' and 'U' in Washington Lanc VII are hereby designated as Inndicape and sidewalk easements.

# Article II. Planned Unit Development Restrictions

Whereas, Washington Lane was submitted as a planned until development, designated as PUD No. 135 was approved by the City Council on Docember 2, 2002 as provided in the revised ordinances of the City of Broken Arrow, Oklahoma (Broken Arrow zoning code) and was subsequently modified with PUD No. 1355 Atal was approved by the City Council of the City of Broken Arrow with a naisy amendment, Oklahoma on April 7, 2003, and PUD No. 135C that was approved by the Planning Commission with a minor amendment on June 24, 2004 and;

Whereas, the planned unit development provisions of the City of Broken Arrow zoning code require the establishment of covenants of record, inuring to and enforcable by the City of Broken Arrow, Oklahoms, sufficient to assure the implementation and continued compliance with the approved planned unit development and:

Whereas, the Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma:

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

#### 2.1 Use of Land

- amentoe.

  All lots shall be known and described as residential lots and shall be limited to use for single-family residences and customary accessory uses authorized by the Broken Arrow Zoning Ordinance.
- 2.2 Fronting and Access Limitations: any dwelling erected on any of the lost berein shall front or present a good frontage on the streets, and for this purpose as applied to inside bits. at shall mean that the dwelling shall front on the street adjoining, and on any corner lot the dwelling shall front towards the greatest building setsbock line and shall present a good forstage on both street adjoining.
- 2.3 Development Regulations: Lots in Land Use Area B (Lots 1-54, Block 1 Washington Lane VII) shall be developed in accordance with the development regulations of article VI, Section 7 (R-5) (Multi Family residence district) of Broken Arrow Zoning Ordinance except as follows:

nents - Single Family Detached

Adjacent to Arterial Road:

For lots with two sides abutting a public street right-of-way (excluding arterial street right-of-way), the front yard may be reduced to 15 feet along those right-news which have no vehicular access. There loa will be annotated on the plat with "Access Restricted" to a left all parties that the PUID government both access and the building line setwick. The owner may be considered to the purpose of t

Minimum lot size for multi family in Section 7.3 is deleted. Dwelling multiple as defined in the Broken Arrow Zoning

irements for multi family and multi family attached in section 7.5 is deleted. Dwelling, multiple as defined in the

- 2.4 Sidewalks; Sidewalks shall be provided along all public and private streets. Sidewalks will be constructed by the developer in all reserve areas hat are adjacent to a public or private street. In single-family detached cluster home areas, a shared asdewalk will be located along the common jont yard line. The only instance in which sidewalks are exempted is on lots that are adjacent to a reserve area that has a trail system.
- 2.5 Street Design: All streets, whether public or private, shall meet the construction standards of the City of Broken Arro
- 2.6 Landscaping: A 70-foot wide landscape area shall be provided along Lynn Lane (S. 9th Street). This area shall be identified as a "Reserve arrayseagongs: A 20-tool wide tandexage area shall be provised arong Lynn Lane (a. 5) no street; I mis area shan se dominum as Jackestve Area." on the plat that is owned and maintained by the Home Owners Association. Landescaping shall be provided in this reserve area in accordance with the Article VIII. Section 19 of the Zoning Ordinance, except that one tree shall be provided for every 30 lineal feet of fronting In addition, trees shall be planted along the collector streets as the tracts become developed that front and/or boarder the collector street. The number of trees required along the collector streets shall be the same as that required along an arterial stre
- 2.7 Fencing: The side or year yards of residential uses adjacent to Lynn Lane (S. 9th Street) shall have an architecturally attractive onause fence of at The side or ear yards of residential uses adjacent to Lynn Lane (S. 9th Street) shall have an architecturally attractive equage fonce of at least of feet in height. Altomy columns shall be incompostrated into the fines at least every 40 force. Feening along the attential attents shall be installed by the developer. Ministrumor of the fines along the arterial street shall be the responsibility of the homeowners association. Fencing plans shall be presented to and approved by the Planning Commission at the same time Indexcepe plans are submitted for review. The fencing on South 9th Street may be placed in the 20-foot wide Indicage and sidewalk area. Any open space reserve area, such as lakes, parks, etc. that abuts an arterial street or collector street, does not have to have any fencing around it due to the desire to keep these areas visible from the street encing within the sub-division (including along the collector street) will be of a uniform style and approved by the Architectural Control ommittee. Fencing along the collector will be installed by the builder and maintained by the Home Owners' Association.
- and enhance the concept of neighborhood. The development will utilize a system of both public streets and private drives to access lots and open mace. No residential unit shall have direct access onto any arterial or collector street.

## Article III. Declaration of Private Development Restrictions

3.1 Declaration. Developer hereby declares that the property hereinafter defined shall be held, sold and conveyed subject to the following covenants Configuration. Description metrop description into the property and the first interest in the first interest interest first interest interes

# Article IV. Purpose and Property Affected

- 4.1 General Purpose. This declaration is established to provide that the property shall be developed and maintained as a single-family resi area of the highest possible quality, value, desirability and attractiveness.
- 4.2 Property Affected. The property referred to herein, which is hereby made subject to the provisions of this declaration, is described on the plat

## Article V. Definitions

- 5.2 Association. Association shall mean the overall Washington Lane Home Owners' association, an Oklahoma non-profit corporation

- 5.4 Change in the Existing State of Property. Change in the existing state of property shall mean and include, without limitation: (a) any change or alteration of the construction, installation, alteration or expansion of any temporary or permanent building, structure or other improvement, including but not limited to utility facilities, fencing or recreational equipment; (b) the destruction by voluntary action or the abandonment of any building, structure or other improvement; (c) the excavation, filling or similar disturbance of the surface of the land; (d) the landscaping or planting of trees, shrubs, lawns or plants, including but not limited to vecetable or flower gardens in excess of 200 square feet in exting (other than removal of dead trees or shrubs) marring deficing or damaging of trees or shrubs: (e) any change or alteration area, or the clearing (other than removal of dead frees or shrubs), maring, defixing or duraging of trees or shrubs; (e) any change or lateration, including without initiation any change of color (tother than those colors approved from time to time by the applicable standards of the Architectural Control Committee), texture or exterior appearance of any previously approved change in the existing state of proporty; and (f) any change or alteration of the color (other than those colors approved from time to time by the applicable standards of the Architectural Control Committee) of rawings, shutters or similar exterior times visible from another lot or lost, reserve areas or the private streets, gates, gateboure and
- 5.5 Reserve Areas. Reserve areas shall mean all real property in which the association now or hereafter owns an interest for the common use and enjoyment of its members, as described in article IX hereof.
- 5.6 Compliance Expenditures. Compliance expenditures shall mean all costs and expenses, including but not limited to reasonable attorney fees, incurred by the association (or Declarant prior to its transfer of the performance and enforcement of the responsibilities under this declaration to the association) in order to cause compliance by any owner with the provisions hereof or any standards of the Architectural Control
- 5.7 Declarant. Declarant shall mean the Developer and its successors and assigns. No party shall be deemed a successor or assign of Declarant unles such party is specifically designated as a successor or assignee of Declarant under this declaration by a written designation of successor assignee executed by Declarant. The Association hereinafter provided for may become a successor or assignee of Declarant.
- 5.9 Lot. Lot shall mean any parcel of the property shown on the plat and identified therein as a lot or site. Excluding that portion, if any, of such lot
- 5.10 Member. A member shall mean any person or entity holding membership in the association
- 5.11 Owner. Owner shall mean the party or parties who own fee simple title to a lot or own that estate or interest with respect to a lot, which is most
- 5.12 Plat. Plat shall mean the plat of Washington Lane VII, Broken Arrow, Tulsa County, Oklahoma, recorded in the office of the Tulsa County clerk.
- 5.13 Property. Property shall mean the real property referred to in section 5.12 above.

#### Article VI. Private Building and Use Restrictions

6.1 Notwithstanding any of the following private building and use restrictions, the City of Broken Arrow building co-Any and all changes, amendments, or modifications to PUD No. 135 must be approved by the appropriate City of Broken Arrow author

sion, City Council or Board of Adjustment. The owner, prior to construction, shall obtain all appropriate permits, and all such

# action will comply with the appropriate codes of the City of Broken Arrow

6.2 Architectural Control Committee (ACC) - Plan Review:

- sectural Control Committee (ACC). Plan Review:

  No building, fence, or wall shall be secreted, placed or altered on any lot in this subdivision until the building plans (floor plans and elevations) and specifications, drainage and grading plans, landscape plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building have been approved in writing by a majority of an Architectural Control Committee or their duly authorized representatives or successors. In the event of the death or respiration of any amment of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and members shall have sutherity to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same sutherity hercander as the prodecestors, as above set forth. In the event the Architectural Custrol Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within thirty (30) days after such submissions, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Until the HOA can be self-sustaining, the Declarant will serve as the ACC.

  The Architectural Control Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any wares a hereinfare authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to
- be erected and the harmony thereof with the surrounding area. The Architectural Control Committee shall not be liable for any approved, or receive and use inaminity more with the analysis of the property of building plans shall not constitute awaranty or responsibility for building peacheds, materials, procedures, structural design, grading or drainage, or code violations. The approval of shalling plan shall not be deemed a wiver of any restriction mades the Architectural Control Committee in International Control Committee of the property of any fullified plan shall not be deemed as wiver of any restriction, mades the Architectural Control Committee in International Committee in International Control Committee in International Control Committee in International Control Committee in International Committee in Internati of property in this subdivision from maintaining any legal action relating to improvement within thi
- The powers and duties of the committee or its designated representative(s) shall cease when 95% of the lots have been closed, thereafter,
- The powers and duties of the committee or its designated representative(s) shall cease when 95% of the losh have been closed, thereafter, the powers and duties of the committee shall be exercised by the Home Owner? Association bereafter provided for. The Architectural Control Committee will function as the Controlling Authority for all communities developed within PUD 135C. The PUD may be subdivided into smaller developments, which vary in 1154 and structure from one another. These smaller developments, may create their own and specific Architectural Control Committees, esting as subcommittees, with the approval of the Developer. In any case the approval to go forward with building rests with the Architectural Control Committee established for the entire PUD.

- lings shall have at least 1600 square feet of finished heated living area; unless approved otherwise by the Architectural
- Two story and story and a half: if a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have a total of at least 1000 square feet of ground floor finished heated living area, unless approved otherwise by the Architectural Control Committee.
- square feet of ground floor finished heated it wag area, unless approved otherwise by the Architectural Control Committee.

  Computation of firing area: the computation of living area shall not include any absencent or at time area used for storage. All living area
  measurements shall, be taken horizontally at the top plat level to the face of the outside wall. Required living area must average at least
  seven feet six inches (76°) in height, except that in the computation of second or upper story living area, the height shall be seven feet
  six inches (76°) for at least one-half of the required living area, and any area of less than five feet (9) in height shall be even feet
  where the Architectural Control Committee may waive, in a particular instance, the minimum floor area requirements while, remaining
  consistent with the requirements of PUD No. 135.

# 6 4 Ruilding Material Requirements

- Stem walls. All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed.
   (b) Roofing. The roof of the dwelling exceted on any lot shall be weathered wood tone in color. A minimum of 6/12 pitch for roof systems.
- on single story and 6/12 for two story dwellings shall be used.
- Exterior walls. The first story exterior walls of the dwelling erected on any lot shall be 100% masonry; provided, however, that the area of all windows and doors located in said exterior walls and the area adjacent to patios and under porches shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior

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Windows: all dwellings with wingous other than mood mill be either anodored or electrostratically painted. Meal window frames will be in color harmony with the exterior color and secture of the residence. No unpainted adminime will be premitted for window framing. Wood frames will be painted, earlied or raised.
Siding raising and fascia shall be in earth tone colors and approved by the Architectural Control Committee.
Chinneys all chaminary fronting the steer shall be brick, stone or alreco. Chinney caps shall be rectangular and shall be black or dark

Channeys: all continues remain as a second and a second to the street shall be masonry, cast aluminum or cast iron. They will be consistent within a second and second by the Architectural Control Committee. subdivision and approved by the Architectural Control Committee.

Waiver. The Architectural Control Committee may waive, in a particular instance, the building material requirements set out in this subsection; provided, such waiver to be effective must be in writing, dated and signed by a majority of the Committee.

any portion of any lot, unless permitted in accordance with PUD 135.

- (a) Signs advertising the sale or rental of a property are permitted, provided they do not exceed six (6) square feet on one side of the display
- surrace area.

  During the development period of Washington Lane, signs advertising the subdivision or the initial offering of a lot may be located at the entrances.
- ntrances. crmanent signs identifying the subdivision may be located at the arterial street entrances to Washington Lane.

#### 6.8 Temporary Structures and Outbuildings

- No trailer, tent, garage, barn, outbuilding, or any structure of a temporary nature shall be at any time used for human habitation,
- temporarily or permanently.

  Except for building existing at the time of filing of this plat, say building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling and shall be of a similar architectural design as the principal dwelling, and shall not be recreted until the specifications and design thereof are approved by the Architectural Committee.
- 6.9 Vehicle Storage and Parking. No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, box trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side, front or rear yard. Parking on streets, public or private is not authorized on a routine basis.
- 6.10 Landscaping Requirements. Each lot owner shall completely sod the yard from the front of the house to the street curb after completion and a support of the fourth of Architectural Control Committee for approval prior to planting.
- 6.11 Fronting and Access Limitations. Any dwelling erected on any of the lots herein shall front or present a good frontage on the streets and for this purpose as applied to inside lots, it shift front on the street adjoining, and on any corner lot the dwelling shall front towards the greatest building setback line and shall present a good frontage on both streets adjoining.

# Article VII. Architectural Control

- 7.1 Approval of Changes Required. The approval of the Architectural Control Committee shall be required for any change in the existing tate of property by or on behalf of any party other than Declarant. Except for the Declarant, no work shall be commenced to accomplish a proposed change in the existing state of property until the Architectural Control Committee approves the change. No proposed change in the proposed change in the existing state of property wittl the Architectural Control Committee approves the change. No proposed change in the existing state of property shall be deemed to have been approved by the Architectural Control Committee unless sort approval is in writing, provided that approval shall be deemed given if the Architectural Control Committee fails to approve or disapprove the proposed change or to make additional requirements or request additional information within thirty (39) days after a full and complete description of the proposed change in the existing state of property has been furnished together with a specific request for such approval. In the event any owner in disastisfied with any decision of the Architectural Control Committee with regard to such owner's lot, such owner shall have the right to appear before the Architectural Control Committee to seek such variance or relief as is deemed appropriate. However, the final decision of the rehitectural Control Committee shall be conclusive on all matters within the scope of its authority under this declaration
- 7.2 Forms of Plans and Specifications. Any proposed change in the existing state of property shall be in such form and shall contain such
- 7.3 Standards of the Architectural Control Committee. The Architectural Control Committee shall prepare and furnish to any owner written standard, which shall set forth the general purposes of the Architectural Control Committee in reviewing proposed changes in the existing state of property. Basic building restrictions and requirements, architectural review procedures and requirements and regulations applicable with respect to construction. Such standards may be amended, modified or supplemented from time to time by the Architectural
- 7.4 Foe for Architectural Roviow. Each owner may be required to pay a fee to the association as a condition to approval of any change in the casting state of property to cover costs and expenses in reviewing and commenting on proposals for changes in existing state of property by the Architectural Control Committee. The amount of the fee, if any, shall be established by the association and shall be ast forth in the standards of the Architectural Control Committee in effect from time to time. Such fee shall not be in excess of \$2.50 with respect to any one proposed change in the existing state of proporty in connection with the original construction of a residential structure of any other type of proposed change in the existing state of property, provided said amounts may be increased by a percentage no greater than the percentage increase in the consumer price index for all urban consumers established by the fourth of Statistics of the United States Department of Labor. Any such increases shall be established by the association to reflect the increase in the consumer price index for these Industry 2004 and January of the year in which the increase is to be effective.
- 7.5 General Criteria for Architectural Control Committee: The Architectural Control Committee shall have complete discretion to approve or disapprove any change in the existing state of property. The Architectural Control Committee shall service such discretion with the following objectives in mind, among others, (e.g.) to carry out the general purposes expressed in this declaration, (b) to prevent violation of any specific provision of this declaration or any supplementary declaration, (c) to prevent my change which would be unasted or hazardons to any persons or properties; (d) to uninimize obstruction or diministro of the view of others, (c) to prevent vaulat continuity, (f) to assure that any change will be of good and attractive design and in harmony with development on other portions of the property; (g) to assure that mixturals and workmanshalip for all improvements are of high quality, consuparities to other improvements in the area, (b) to assure the safety of the control of the view of the property of the view of the view
- 7.6 Completion of Work after Approval. After approval of the Architectural Control Committee of any proposed change in the existing Completion of Work after Approval. After approval of the Architectural Control Committee of any proposed change in the existing state of property, the prospated change stall be accomplished as promptly and diligently as possible, in exuplete confirmily with the description of the proposed change, and with final plasm and specifications provided to the Architectural Control Committee. Failure to accomplish the change studin one year after the date of approval or to complete the proposed change intelligent compliances with the description thereof and the plans and specification therefore shall operate automatically to revoke the approval of the proposed change, and, upon demand by the Architectural Control Committee, the property shall be reserved as nearly a possible to its state exciting prior to any work in connections with the preposed change. The Architectural Control Committee change is the right and admitted proved a notice to show that any particular change in the exciting state of property has not been approved or that any spectral grin on has been revoked.

#### 7.7 Removal and Alteration of Structures: Liens.

- If any attention of structures, Learns.

  If any structure shall be altered, exceeded, placed or maintained upon any let or any new use commenced on any lot otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this declaration, substantees or use shall be descented to have been undertaken in visitions of this article and without the approval required herein. Upon written notice from the Architectural Control Committee, any such structure so altered, creected, placed or maintained upon any lot in visitation thereof shall be removed or re-altered and any such tas shall be terminated on as to extinguish such
- maintained upon any lot in violation hereof shall be removed or re-altered and any stute uses nature to tensmost as an example-and controlled in the filter (15) days after any notice of violation referred to in (a) above, the owner of the lot upon which stude violation exists shall not have taken reasonable steps toward the removal of retination of the same, the association or the Architectural Control Committee shall have the right, through their agents and employees, to enter upon such lot and take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of use downer and the cost tomary stature into a line (reforecable in the same manner as a mortgage) upon the loft(s) in question in the following manner: the association or the Architectural Control Committee may record an afflication of nonpayment of removal or alleration charges in the office of the regulater of decid of Tulsa Construction (Committee may record an afflication charges) which are unpud. The loss table to excreate at the time of the fifting and recording of the afflication and such rich enables the superior to all other charges. Lieus or encombrances which may thereafter in any manner arise or be imposted upon the property, whether arising from or imposed by upopticated reference or by any agreement, contract, mortgage or other instrument, asving and excepting only such hiers for taxes or other public charges as are by applicable law made superior.

DETENTION DETERMINATION #DD-50803-23



pin among we're ground that the interest size that from the Ashier Aghesic in electric 10 ment increase and a pinned interest size that for exceed the maximum allowed by buy, that he fully gain to read the control of the control of

- 7.8 Right of Inspection. The association, the Architectural Control Committee or any of their agents may, at any restonable time or times, and with reasonable notice, enter upon and impact any lot or the exterior of any improvements thereon for the purpose of ascertaining whether the maintenance, consurvation or alteriation of structures thereon are uncompliance with the provisiones benefit and neither the Architectural Control Committee, the association nor any such agent shall be deemed to have committed a trespass or other wrongful ast by reason of such entry or impaction.
- 7.9 Estopped Certificate. The association shall be authorized to, and shall upon the reasonable request of any interested person, after confirming STOPPE CURITICATE. It association institute of aumenized by a standard processor facilities of any distinctive period, are accessed practice with Architectural Centrol Committee of any change in the existing state of properly, and any person, without actual notice to decourse, all the control committee of any change in the existing state of properly, and any person, without actual notice to the contrava, shall be earlied to rely control and any person, within repect to all matters set from therein. This certificate may be a set of architectural phase input by the committee.
- variances by Architectural Control Committee. The Architectural Control Committee may authorize variance from compliance with any of the provisions, convanuts, conditions and restrictions contained in either this declaration or such committee's standards in effect from the time to time when circumstances such as topography, natural obstructions or brackling may repair. Such variances must be evidenced in writing and may be recorded, if such variances are granted. No violation of the provisions, covenants, restrictions or conditions contained in this celeration shall be deemed to have occurred with respect to the matter for which the variance was granted, and subsequent owners may rely out and shall be bound by the provisions at forth in the variance. The granting of such a variance shall not operate to waive any of the provisions, covenants, conditions or restrictions contained in this declaration for any purpose except as to the particular portion of the property and the particular portions covered by the variances. 7.10 Variances by Architectural Control Committee. The Architectural Control Committee may authorize variance from compliance
- 7.11 Development by Declarant. Notwithstanding anything to the centrary contained herein, the provisions of this article VII shall not apply to Declarant's construction of streets, sewers, utilities, walls, landscaping, recreational improvements, sidewalks and similar items.

- 8.1 Architectural Control Committee Membership. The architectural control committee shall consist of three (3) members, which members shall install be appointed by Declarant upon relinquishment of such rights by Declarant as hereafter processes of used by the board Declarant may relinquishment of such rights by Declarant as hereafter provided by the board Declarant may relinquish its rights or any portion thereof used rhis section 8.1 to the board by advining the board in writing of its intent to do so, and in such even the association shall have the subority of Declarant under this section. Declarant shall relinquish used rights at or prior to, such time as Declarant shall access to own any lots. The association shall have the Architectural Control Committee to any internet depress.
- 8.2 Action by Architectural Control Committee. The vote or written consent of any two (2) members of the Architectural Control
- 8.3 Power to Employ Consultants. The Architectural Control Committee shall be empowered to employ consultants and agents, as it may
- 8.4 Association Payment of Compensation and Costs. The association is authorized to pay any reasonable compensation to members of the Architectural Control Committee for actual services rendered and to reimburne the members of said committee for actual and reasonable expenses incurred, and shall be entitled to utilize for such purposes the fee payable for review of proposed changes in the existing state of property as provided in section 5 A thereoft, topolew-with other funds of the association, if necessary.

## Article IX. Formation and Functions of the Association

- 9.1 Formation of Association. The association has been incorporated as a non-profit corporation for a perpetual term under the laws of the
- 9.2 Purpose of Association. The association will be formed to further the common interests of the members and to perform the functions
- 9.3 Noncompliance by Owners. In the event of the failure by an owner to comply with any provision of this declaration and any standards in effect from time to time as adopted by the Architectural Control Committee, the association, after written notice, mailed or delivered to the owner at his or her last known address, shall be authorized and have the power to take such action as the association deems necessary or desirable to ause compliance with the provisions of this declaration or such standards with respect to such lot owner. All compliance expenditures shall be
- 9.4 Rules and Regulations: The association shall be authorized and have the power to adopt and enforce rules and regulations to regulate use of the property. Esth owners shall be obligated to comply with and to see that such owner's tenants, guests, and myitese comply with any such rules and regulations. Additionally, the board may from time to time provide for enforcement of any such rules and regulations and provisions of this declaration by imposing reasonable and uniformly applied fines. The HOA board may levy a fine of five hundred dollars (\$3500) for HOA inlations once a letter citing the violation is mailed to the offender requesting immediate correction of a specific violation of the Covenants, By Laws Articles of Incorporation, the Declaration or the Act
- 9.5 Initial Performance by Declarant. The initial performance of the functions of the association and the board as specified in this declaration and the exercise and enforcement of rights (including collection and use of assessments) and remedien given to the associations herein for the purposes breint stated may be conducted by Declarant in lite and of the association and offer the board. Declarant shall transfer all of the foregoing rights and responsibilities to the association or any successoris) thereto at any time on or before thirty (30) days following the sale of the 1st lot owned by Declarant but may transfer such rights and responsibilities at the activities date at its may not detail as it in the sale of the 1st lot owned by Declarant but may transfer such rights and responsibilities at the activities that are its may not detail as it may not detail as it in any other date at its may not detail as it may not detail the single may not make the same of the same of
- 9.6 Home Owners' Association. The Association, as defined in Paragraph 5.2 above, shall be a master association comprised of the owners of lots in WASHINGTON LANE, WASHINGTON LANE II, WASHINGTON LANE IV, WASHINGTON LANE V, form Owners' ASSOCIATION. The ASSOCIATION.

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  MEASUREMENT ASSOCIATION LANE VI. WASHINGTON LANE III. WASHINGTON LANE III. WASHINGTON LANE VI. WASHINGTON LANE VI. as well as any future platted property located within one mile of any of the personalty named sudmissions which may be developed by the Deslarant, PROVIDED that any one that there were the personalty named sudmissions which may be developed by the Deslarant, PROVIDED that any occur that there exists must be the Deslarant provided that the Association must, by alfirmative vote of not less than a majority of the votes clightle to be cast, at a regular or operation existing of the members, as the association and recorded in the land record of Tulia County.

## Article X. Operation of the Association; Assessments

- 10.1 Membership in the Association. The owner of a lot shall automatically be the holder of a membership in the association and Membership in the Association. The owner of a lot thall untennationly be the holder of a membership in the association apportment to that lot, and the association membership for that lot shall association membership for that lot shall associated in the substance of the state of the event any owner shall were entered into a contract to sell his or her interest in a lot and if the contract vendee is in particular on the lot, he or the shall be contracted to be the member rather than the owner. There shall be one (by two for each lot by them more than one person holds an interest in any lot, all one persons shall be members, but, except as provided below, in or event shall more than one (1) vote be cast with respect to any lot. The vate for such lot shall be exercised as the owners thereof my determine among themselves, provided that if they are unable to so determine, none of work members shall be entitled to vote. Notwithstanding the foregoing, Declarant shall be entitled to three (5) voter for each single lot of which it is
- 10.2 Board of Directors. The affairs of the association shall be managed by the board, which may, however, by resolution, delegate any portion of its authority to an executive committee or an officer, executive manager or detector of the association. The members of the board shall be elected by the members, growted, however. Declarant shall have the right to appoint the members of the board until it either (a) no longer owns a lot, or (b) by indequalates it rapid to appoint board members, whichever first occurs.
- 10.3 Certificate of Incorporation and Bylaws. The purposes and powers of the association and the rights and obligations with respect to members shall be amplified by provisions of the asticles of incorporation and bylaws of the association. Such articles and bylaws include provisions with respect to corporate matters, including provisions such as notices, record dates and quorums for meetings of directors and members. But no such provisions may be inconsistent with any provisions of this declaration.

## WASHINGTON LANE VII

MAY 8, 2017 SHEET 3 OF 4

# Washington Lane VII

PART OF THE SE/4 OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

10.4 Assessments. All of the lots shall be subject to an annual assessment charge as set forth in section 10.5 hereof, which is due and payable by the respective owner thereof the description annually send advance on the first day of January in section in 3 fields, which is used and apply an expective owner thereof the description annually, send-send on the first day of January in each year. The board may be permit the names charge to be paid either annually, send-send promoting and shall have the further right to require payment of the same in advance, assessments shall enormone upon a led a lot to the homeoworn, or four months after the home built on the folls have been for safe by the builded and the same of the same of

- The annual assessment (in addition to sums assessed pursuant to other sections hereof) for the calendar year beginning 2016, shall be One Hundred Sixty Dollars (15(40) per lot. The board may increase the annual assessment for any subsequent calendar year but such increase shall not be in excess of tem percent (1976) compounded annually above the annual assessment imposed by the Board or the members pursuant to this Section 10.5(a) or Section 10.5(b) that follows.
- The annual assessment for any year commencing after 2016 may be increased to an amount greater than that permitted by subsection (a) of this section 10.5 only by an affirmative vote of the majority of the members who are voting in person or by proxy at a meeting duly called for
- 10.6 Use of Assessment Funds. Assessment funds shall be used for purpose as the association shall determine necessary and advisable, which may include but shall not be limited to the following: for improving and maintaining the common areas and other property of the association, including guardiourset, of says for plantain trees and shoubbery and the care thereof for payment of expenses incidental to the poperation and maintenance of fossition beated within the common areas; for maintenance of impairs systems; for employing night watching, mental for available property; for removing grass or week, for street-cleaning, for street paying and set entities; for constructing, purchasing, nathanging, maintenance of property and property for the property for the property for the property of the association is for the general welfare of the owners; for expenses midental or enforcement of these restrictions for the payment of operating expenses of the association, for one yother purpose within the purposes for which the association is inconnected.
- 10.7 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement spun the common rares, including fortunes and personal proposal proposal
- 10.8 Lien for Assessment, Fines and Compliance Expenditures. The association shall have a lien against each lot to secure payment of any assessment, fine, compliance expenditure or other amount due and owing the association by the owner of that lot, plus interest from the date such amount was due and payable at a rate equal to four percent (4%) per annum over the prince interest rate adjusted on each day on which there occurs a change in and prince interest at legacine trate shall never exceed the anxious mallowed by law; in addition to all colors and for exceeding the control and prince the colors of the color
- 10.9 Successors' Liability for Assessments. The association's lien for delinquent assessments, damages, costs, expenses, compliance expenditures, atteney free and all other charges allowed hereunde against a lot shall past to an owner's successors in title, repardless of whether said obligation was expressly assumed by them, except with respect to the sale or transfer of any lot which is subject to any mortgage pursuant to a decree of forestours under such mortgage or any proceeding in lieu of forestourse thereof.
- 10.10 No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including without limitation any claim of non-use of the common areas or any claim that Declarant, the association, the board of the Architectural Control Committee is not or has not properly exercised in detains and power under this declarants on the or the declarant.

- 11.1 Easement in Reserve Areas. Declarant hereby dedicates and conveys to each owner a right and easement of enjoyment in and to the reserve areas, provided, however, no reserve areas may be used for group events or other group uses except as substricted from time to time by the board Sciinght and easement shall not be personal, but shall be considered to be appurtment to said like, whether precifically set from in decide to the lost or not. Declarant hereby overants for itself, its successors and assigns that it will convey by special warranty deed, at such time as Declarant no longer own any lot, or rock earlier date as Declarant hand learnemen in sto fold exterions. Jee imple little to the reserve acts to the association, fee and clear of all encumbrances and liens except any current ad valorem or special assessment taxes. The association shall accept tide to such reserve areas, together with the responsibility to thermore may and all intentions and duties associated theorethy, including the responsibility for the particular and the substraction of the right and easement of enjoyment and not such reserve areas by its emember.
- 11.2 Description of Reserve Areas. The reserve areas consist of the following real estate
  - Reserve Areas as shown on the Final Plat
  - Easements as listed in Section 1.9 on the Final Plat.
- 11.3 Reservation of Rights in Reserve Areas. Notwithstanding any other provision of this declaration. Declarant reserves the right to gran easements within the reserve areas for the installation, repair and maintenance of water mains, sewers, drainage course, public walkways and other public utilities, provided that such utilities shall be installed in such a manner so as to minimize damage to the natural features of the reserve areas.

## Article XII. Additional Land

AGMINISTAL LaTis, Declarat may from time to unsealment advantage and accompanies and including administration and thereby subject the same to all of the terms, provisions and conditions of this declaration in this declaration in this declaration is the same to all of the terms, provisions and conditions of this declaration by the execution and filting recordation with the regater of decid of Talsa County, Oklahoma of an instrument crytessly stating an intention we to sance and describing and additional real property to be to americal Daring a ten (10) year period commenting with the dark of the recording of this declaration, Declaration and the extension of the declaration and the declar

#### Article XIII. Private Development Restrictions on Use of the Property

- 13.1 Limitation on Improvements. No lot shall be improved except with a residential structure designed to accommodate no more than a single-family, its events and occasional guests, plus other improvements and structures as are necessary or customarily incident to a single-family, its events and occasional guests, plus other improvements and structures as are necessary or customarily incident to a single-family residence, all as approved by the Architectural Control Committee, to permanent conditions or equipment with permittee, except with the specific worker located control Committee, which consent shall not be greated unless the Architectural Committee determines that such improvements, facilities or equipments shall not be unduly apparent from other lots or constitute an infringement of the use and acceptancy of other lots.
- 13.2 Rights of City of Broken Arrow. Reserve areas and landscape casement areas, as shown on the plat, have been designated as the reserve area and are to be conveyed to the association at a later date. Following such conveyence, the association shall be responsible for the maintenance and upleaped of the reserve areas, in the event that Declarant or the association, their necessary or assigns, shall fail at any time to maintain the reservement, the flye of Broken Arrow may proceed with public missance abstament procedures in accordance with the appropriate Okishoma statutes and Chanter 15 Broken Arrow Control.

- 13.3 Restrictions Not Exclusive. The restrictions contained in this declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws or the laws, rules or regulations of any governmental authority or by specific restrictions imposed by any deed or lease.

  In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or this declaration shall be taken to
- 13.4 Trees. With the execution of trees within the perimeter of proposed improvements on any lot or reserve areas (which improvements are approved Troos. With the exception of trees within the perimeter of proposed improvements on my lot or reserve zeros (which improvements are approved by the Architectural Control Committee The perimeter of including a proper of the Architectural Control Committee. The improvements, or trees referred to in section 6, 10 hereof no tree having a diameter of three inches (3') or more (measured at a point two feet (2') above ground levely shall be removed from any lot without the express vintime ambitrectation of the Architectural Control Committee. The Architectural Control Committee. The Architectural Control Committee is used to the control of the contro the provisions of this section 13.4, the Architectural Control Committee and its agents may come upon any lot during reasonable hours for the the provision of this security (S. ), the Artenician Collass Commence and its against process of improved in projection or marking trees or in relation to the orienteement and adaptive stock update any row so white evaluation design and appropriate orienteement and adaptive stock or any roller and regulations objected and promising appropriate or the provisions hereof. Neither the Architectural Control Committee nor its agents shall be deemed to have committed a trespass or wrongful as by reason of any such entiry or impaction.
- any commercial or agricultural business enterprise involving the use of animals be conducted on the property without the express written consen of the association. The association may, from time to time, publish and impose reasonable regulations setting forth the type and number of mimals that may be kept on any lot. Does and other animals shall be kept confined at all times to the residence site and must be kept on a leash animate that may be kept on any lot. Dogs and other humans fraue ne kept comments at an inner so user resources nee and under the when outside the residence site and on the common near. Ongs and other animate shall not be allowed to respace in nontry new development property whether on leash or not, no dog runs or similar facilities will be allowed. All animate referred to in this paragraph shall be kept inside the homes at night and owners shall control emitted noises (e.g., barking, howling, etc.) at all times to provide quiet enjoyment for all owners.
- 13.6 Signs. Declarant may erect such signs as it deems appropriate without any approval, but otherwise, no sign or other advertising device of any nature shall be placed upon any lot or common area, except real state for salf-signs approve dely the Architectural Control Committee as to aesthetics. The associations may remove neconforming ingus upon there (3) sky notice to the owner, under memo a lot be at the cost of a cost.
- 13.7 Mobile Homes and Prefabricated Buildings. No building, trailer, mobile homes, prefabricated house (other than elements of houses which are prefabricated and approved by the Architectural Control Committee), garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any lot.
- 13.8 No Storage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any lot or on the common reas, except that building materials may be stored on a lot during the course of construction of any approved structur
- 13.9 Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground, other than sump pump pipes and water well pipes, which should not exceed a height of eighteen inches (18") above the ground, except gas meters.
- 13.10 Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet (2 6) above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five feet (25) from the intersection of the street lines (or in the case of a rounded property corner, from the intersection of the street lines extended past the corner), unless written approval of the Architectural Control Committee is obtained. The same sight line restrictions shall apply to any lot within ten feet (10°) from the intersection of a street property line with the edge of a driveway or alley ement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained to a sufficient seight to avoid obstruction of such sight lines. The appropriate sections of Article VIII to the Broken Arrow zoning ordinance apply to sight line
- 13.11 Motor Vehicles. No motor vehicles of any type, other than construction or maintenance vehicles authorized by the association, shall, be
- 13.12 Garages. Each dwelling unit shall have an enclosed garage for at least two automobiles and garage door(s) which face on a street shall be kept closed at all times except for purposes of entry, exit or maintenance.
- 13.13 Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous, offensive activity or loud music shall be carried on or permitted, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
- 13.14 Model Homes and Real Estate Offices. All else herein notwithstanding, any lot owned by Declarant or persons so authorized by
- 13.15 Occupancy of Residential Structures. No residential structures on any lot shall be used or occupied by more than a single family.
- 13.16 Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any lot and no clotheslines or similar devices shall be allowed. No machinery shall be placed or operated upon any lot, except such machinery as is usual in the maintenance of a private residence, vard or garden.
- 13.17 Noise. No exterior horns, whistles, bells or other sound devices, which may annoy neighboring owners, except doorbells and security devices.
- 13.18 No Business or Commercial Activity. No lot shall be used at any time for business, commercial or professional activity, including home occupations, except that (a) Declarant and those designated by Declarant may use any portion of the property owned by Declarant in owned designated by Declarant in connection with real estate sales efforts and (b) those uses authorized by PUD No. 135 and approved by Declarant.
- 13.19 Damage or Destruction of Improvements, In the event of complete or partial damage or destruction of any improvements on a lot for any reason whatsoever, the owner of such lot shall promptly proceed to repair and replace such improvements, subject to approval of the to any reason wassocret, me owner of user no small precupity proceed to regain and repact not. In approximate, some operation of Architectural Control Committee, as though such repact or replacement moved construction of an original structure, or the lot owner shall promptly proceed to raze the improvement and landscape the lot formerly occupied by such improvement in a manner approved in writing by the
- 13.20 Restrictions Not Exclusive. The restrictions contained in this declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws or the laws, rules or regulations of any governmental authority or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, doeds, leases or this declaration shall be taken to govern and control.

- 13.21 Solar Panels. No solar panels or similar items may be installed upon any lot, or upon any improvement on any lot, without the prior approval
- 13.22 Basketball Backboards. Basketball backboards and goals shall be installed consistent with good taste and any standards adopted from time to time by the Architectural Control Committee. Basketball backboards and goals shall not be installed on public right-of-way or easements
- 13.24 Landscape Easoment. Declarant hereby reserves the right and easement, in its sole discretion and at its own expense, to construct or install (whether before or after transfer of little to woners) enhance treatments, Industrae, fences and/or walls, of Declarant so we close, type and design, at the entry of the development. The association is breeby granted a perpetual, nonexclusive easement to enter upon any Industraepe easement on which there is instaled on entrance treatment, Industraepe, fence or wall installed or exceeded by Declarant and to maintain, improve,
- 13.25 Interior Fences or Walls. Perimeter fences situated along the sides and rear lot lines shall comply with the following:
  - Decorative fences or walls shall be permitted on that portion of any lot in front of the building setback line. Decorative fencing or walls will be approved by the Architectural Control Committee and shall be of the same decor, materials, (i.e., wrought iron) and styling as used in the architecture and construction of the dwelling situated on the lot. Screening fences and baffles may be erected up to six feet (6') in height, but must be an extension of the house structure and not located on the lot line.
  - Notwithstanding the foregoing or anything contained herein to the contrary, perimeter fencing shall be along and parallel to the common boundary of all lots within a particular subdivision of this area and shall be consistent in design, material, shape and height and approved by the Architectural Control Committee.
  - All other fencing requirements will be in accordance with PUD No. 135 and the Broken Arrow Code.

- 14.1 Duration of Declaration. All provisions contained in this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded in the register of deeds office for Tules County, Oklahoma. After which time it shall automatically be cettended for successive periods of ten (10) years each, unless and until this rection 14.1 is amended or this declaration is repealed in accordance with section 14.2 thereof.
- 14.2 Amondment of Declaration. Any provision contained in this declaration may be amended or repealed, or additional provisions added to this declaration by the recording of a written instrument or instruments pecifying the amendment or the repeal, executed by the owners as shown by the records in the office of the register of deeds of the Country of Tolas, Oklahoms, of not less than a majority of the lost then object to this declaration, and those lode yet to be developed by Declarant. Any such instrument or instruments shall require the written content of Declarant.
- 14.3 Effect of Provisions of Declaration. Each provision of this declaration shall be deemed incorporated in each deed or other instrume by which any right, titl or interest in any of the property is granted, devised or conveyed, whether or not set furth or referred to in such deed other instrument, and each owner shall be bound by the terms of this declaration.
- 14.4 Enforcement and Remedies. The association, Declarant or any owner shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens, compliance expenditures and charges now or hereafter imposed by the
- 14.5 Limited Liability. Neither Declarant, the association, the board, the Architectural Control Committee nor any member, agent or employee o Limited Liability, Seited rectaining at assections, including in devices that the convolved limited on any instance, figure of any of the time field lib childs to any part of any as of or for any failure to act with respect to any matter if the act or failure to act was in good fairly and without malice, and such Declarant, the association, the board, the Architectural Consol Committee, and any member, agent or employee of the sume, shall be reimbursed by the assistant for farsy costs and expenser, uncluding but not limited to a toltimey for acrossor employee of the sume, shall be reimbursed by the assistant for farsy costs and expenser, uncluding but not limited to a toltimey for acrossor employee of the sum shall be presented by them with the prior approval of the board, which approval shall, not unreasonably be withheld or delayed as a result of threatened or pending litigation on which they are or may be named a parties.
- 14.6 Successors and Assigns. Except as otherwise provided begin, this declaration shall be binding upon and shall inure to the benefit of Delicance, the secuencial of the description of the security o
- 14.8 Captions. The captions and headings in this declaration are for convenience only and shall not be considered in constraing any provisions of



CASE No. PT13-113 DETENTION DETERMINATION #DD-50803-22



# Washington Lane VII

PART OF THE SE/4 OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA PUD 135-C

# CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

	ENVIRONMENTAL QUALITY
IN WITNESS WHEREOF, ARMORY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY HEREBY APPROVES AND EXECUTES THE FOREGOING DEED OF DEDICATION THIS DAY OF 2017.	I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, WASHINGTON LANE VII, IS APPROVED FOR THE USE OF PUBLIC WATER SUPPLY AND SANITARY SEWER.
	DATED THIS DAY OF, 2017.
ARMORY, LLC	
AN OKLAHOMA LIMITED LIABILITY COMPANY	ENVIRONMENTAL SUPERVISOR OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.
	DEPARTMENT OF ENVIRONMENTAL QUALITY.
DAVE COCOLIN, MANAGER	
STATE OF OKLAHOMA) ) SS	CERTIFICATE OF TULSA COUNTY TREASURER
COUNTY OF TULSA )	I, DENNIS SEMLER, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE
	YEAR 2017 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS WASHINGTON LANE VII.
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS	DENNIS SEMLER, TULSA COUNTY TREASURER
IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.	CERTIFICATE OF TULSA COUNTY CLERK
	I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WASHINGTON LANE VII HAS BEEN FILED INTO TULSA COUNTY
	RECORDS.
MY COMMISSION EXPIRES NOTARY PUBLIC	MICHAEL WILLIS, TULSA COUNTY CLERK
CERTIFICATE OF SURVEY	
I, KEVIN M. NEWLUN, A LICENSED LAND SURVEYOR 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 SAID PLAT DESIGNATED HEREIN AS	
"WASHINGTON LANE VII" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE OKLAHOMA STATE BOARD	
OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.	
WITNESS MY HAND AND SEAL THIS DAY OF, 2017.	
KEVIN M. NEWLUN	
OKLAHOMA LICENSED LAND SURVEYOR #1289 BENCHMARK SURVEYING AND LAND SERVICES, INC., C.A. #2235, EX 6-30-18	
mon one management of the months of the mont	
STATE OF OKLAHOMA ) , SS	
COUNTY OF TULSA )	
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS	
KEVIN M. NEWLUN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.	

NOTARY PUBLIC

# ATE OF TULSA COUNTY CLERK

CASE No. PT13-113 DETENTION DETERMINATION #DD-50803-22

WASHINGTON LANE VII MAY 8, 2017 SHEET 4 OF 4

MY COMMISSION EXPIRES