

CONDITIONAL FINAL PLAT

The Pines at The Preserve

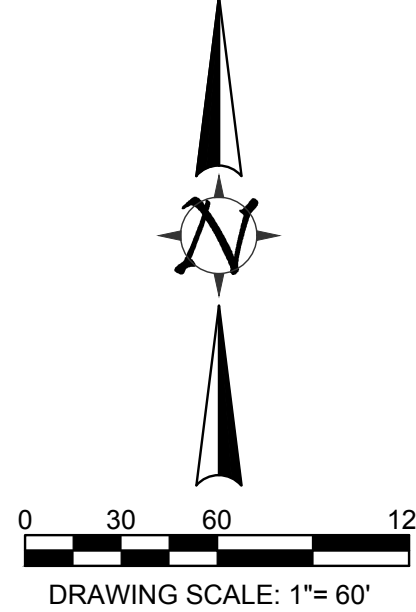
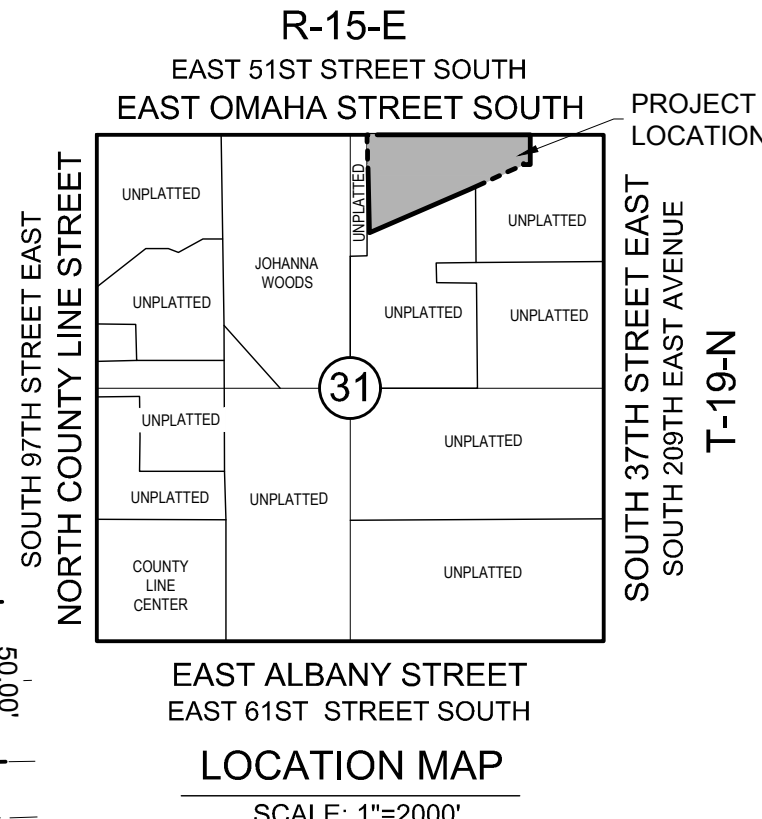
OWNER/DEVELOPER

NEW BEDFORD LAKES, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (SE/4) OF SECTION
THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA



**EAST OMAHA STREET SOUTH
(EAST 51ST STREET SOUTH)**



FFE TABLE

BLOCK 1		BLOCK 3	
LOT	MIN. FFE	LOT	MIN. FFE
1	706.00	15	691.00
2	704.00	16	690.00
3	703.00	17	690.00
BLOCK 2		BLOCK 4	
LOT	MIN. FFE	LOT	MIN. FFE
1	702.00	18	689.00
2	703.00	21	689.00
3	703.00	22	690.00
4	702.00	23	691.00
5	701.00	24	692.00
6	699.00	25	693.00
7	699.00	26	694.00
8	700.00	27	694.00
9	701.00	28	698.80
10	703.00	29	699.00
11	705.00	30	698.00
12	707.00	31	697.00
13	708.00	32	695.00
14	709.00	BLOCK 4	
15	707.00	LOT	MIN. FFE
16	704.00	1	698.00
17	703.00	2	700.00
18	704.00	3	701.00
19	704.00	4	701.00
20	705.00	5	701.00
21	703.00	6	699.00
22	702.00	7	699.00
23	702.00	8	699.00
24	701.00	9	702.00
25	700.00	10	703.00
26	699.00	11	704.00
27	698.00	12	705.00
BLOCK 3		BLOCK 4	
LOT	MIN. FFE	LOT	MIN. FFE
1	697.00	14	706.00
2	696.00	15	707.00
3	694.00	16	708.00
4	692.00	17	708.00
5	690.00	18	709.00
6	690.00	19	707.00
7	693.00	20	706.00
8	695.00	21	705.00
9	697.00	22	703.00
10	698.00	23	703.00
11	698.00	24	702.00
12	697.00	25	702.00
13	695.00	26	703.00
14	692.00	27	703.00
		28	703.00

NOTE

ALL PIE SHAPED LOTS ARE A MINIMUM OF 60-FOOT IN WIDTH AT THE FRONT BUILDING LINE.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	21.03'	25.00'	48°11'23"
C3	241.19'	50.00'	276°22'46"
C4	21.03'	25.00'	48°11'23"
C5	36.45'	25.00'	83°32'48"
C6	40.30'	25.00'	92°21'21"
C7	16.09'	225.00'	04°05'51"
C8	13.29'	25.00'	30°27'58"
C9	131.71'	50.00'	150°55'56"
C10	13.29'	25.00'	30°27'58"
C11	21.03'	25.00'	48°11'23"
C12	241.19'	50.00'	276°22'46"
C13	21.03'	25.00'	48°11'23"
C14	39.27'	25.00'	90°00'00"
C15	34.84'	275.00'	07°15'35"
C16	32.21'	25.00'	73°49'06"
C17	92.05'	225.00'	23°26'29"
C18	89.20'	275.00'	18°35'04"
C19	68.73'	225.00'	17°30'07"
C20	1.57'	275.00'	00°19'36"
C21	35.24'	25.00'	80°46'12"
C22	66.64'	275.00'	13°53'04"
C23	21.03'	25.00'	48°11'23"
C24	241.19'	50.00'	276°22'46"
C25	21.03'	25.00'	48°11'23"
C26	39.27'	25.00'	90°00'00"
C27	92.05'	225.00'	23°26'29"
C28	39.27'	25.00'	90°00'00"
C29	39.27'	25.00'	90°00'00"
C30	157.08'	50.00'	180°00'00"
C31	37.70'	12.00'	180°00'00"
C32	37.70'	12.00'	180°00'00"
C33	39.27'	25.00'	90°00'00"
C34	39.27'	25.00'	90°00'00"
C35	39.27'	25.00'	90°00'00"
C36	13.29'	25.00'	30°27'58"
C37	131.71'	50.00'	150°55'56"
C38	13.29'	25.00'	30°27'58"
C39	112.51'	275.00'	23°26'29"
C40	39.27'	25.00'	90°00'00"
C41	55.24'	225.00'	14°04'00"
C42	34.85'	25.00'	79°51'32"
C43	18.84'	275.00'	03°55'32"
C44	66.71'	225.00'	16°59'17"
C45	25.34'	225.00'	06°27'12"
C46	11.00'	3.50'	180°00'00"
C47	11.00'	3.50'	180°00'00"

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY (90) LOTS IN FOUR (4) BLOCKS AND FIVE (5) RESERVE AREAS, CONTAINING 24.61 ACRES

BLOCK 1.....	0.70 ACRES - 3 LOTS
BLOCK 2.....	5.56 ACRES - 27 LOTS
BLOCK 3.....	6.68 ACRES - 32 LOTS
BLOCK 4.....	5.71 ACRES - 28 LOTS
RESERVE A.....	0.00 ACRES
RESERVE B.....	0.00 ACRES
RESERVE C.....	0.28 ACRES
RESERVE D.....	0.66 ACRES
RESERVE E.....	0.11 ACRES

FLOODPLAIN

PROPERTY IS NOT LOCATED WITHIN A FEDERALLY DEFINED SPECIAL FLOOD HAZARD AREA PER FIRM PANEL "40145C0105" DATED SEPTEMBER 30, 2016.

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
BROKEN ARROW, OK 74112
PHONE: 918.831.8293

WINDSTREAM TELECOM COMPANY

2300 EAST 6TH STREET
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

ASP / PSO

212 EAST 6TH STREET
BROKEN ARROW, OK 74119
PHONE: 918.599.2351

COX COMMUNICATIONS

11811 EAST 51ST STREET
BROKEN ARROW, OK 74145
PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4
9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

SITE DATA

BENCHMARK
5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "90", SET N.E. OF THE INTERSECTION OF 193RD E AVE, AND 51ST ST.
ELEV. = 686.25' (NAVD '88)

BASIS OF BEARINGS
ASSUMED BEARING OF S 88°48'45" W BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31 T-19N R-15-E.

LAND AREA
1,072,155 SF ± / 24.61 ACRES±

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, 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.

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

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-111617-39

LEGEND

B/L.....	BUILDING LINE
LNA.....	LIMITS OF NO ACCESS
POB.....	POINT OF BEGINNING
POC.....	POINT OF COMMENCEMENT
ROW.....	RIGHT OF WAY
U/E.....	UTILITY EASEMENT
F/E.....	FENCE EASEMENT
S/E.....	SIDEWALK EASEMENT
BK.....	BOOK
PG.....	PAGE
R.A.....	RESTRICTED ACCESS
1234.....	ADDRESS
IPS.....	IRON PIN SET
PKS.....	PK NAIL SET

WATER AND SEWER

POTABLE WATER SUPPLY WILL BE SERVED BY WAGONER COUNTY RURAL WATER DISTRICT #4.
SANITARY SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR

ATTEST: CITY CLERK

The Pines at the Preserve

Case No. PT17-102
Sheet 1 of 3

Date Prepared: July 25, 2018

FAX: 918.514.4288

Date Prepared: July 25, 2018

CONDITIONAL FINAL PLAT

OWNER/DEVELOPER

NEW BEDFORD LAKES,LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

The Pines at The Preserve

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

K. DRIVEWAYS
DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION II(L)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. SEASONAL DECORATIONS
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION
NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOVED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES
BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT
NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.

Y. MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR, THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE PINES AT THE PRESERVE HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

BB. BASKETBALL GOALS
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE PRESERVE (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE PRESERVE.

B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT
EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

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

B. DURATION
THE RESTRICTIVE COVENANTS HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY
INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: NEW BEDFORD LAKES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____TH DAY OF _____, 2018.

NEW BEDFORD LAKES, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____TH DAY OF _____, 2018, BY GLENN SHAW, MANAGER OF NEW BEDFORD LAKES, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE PINES AT THE PRESERVE" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

JAY P. BISSELL
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____TH DAY OF _____, 2018, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2019
COMMISSION NUMBER: 11010522

