

LEGEND

B/L	BUILDING SETBACK LINE*	S/E	SEWER EASEMENT
UE	UTILITY EASEMENT	F/E	FENCE EASEMENT
IPS	IRON PIN SET	#	LOT NUMBER
IPF	IRON PIN FOUND	A	RESERVE AREA DESIGNATION
P/E	PEDESTRIAN EASEMENT		

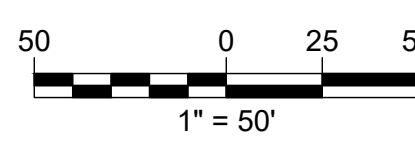
PRELIMINARY PLAT

THE LAKES AT RABBIT RUN

BROKEN ARROW, OKLAHOMA

PLANNED UNIT DEVELOPMENT NO. 316

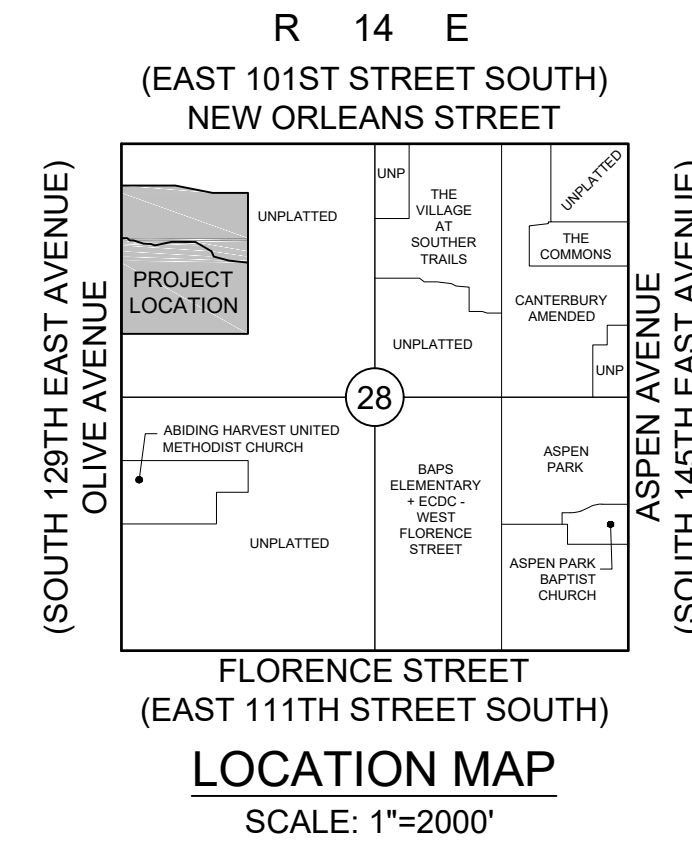
A TRACT OF LAND LYING IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
THE LAKES AT RABBIT RUN, LLC
2468 W NEW ORLEANS ST
BROKEN ARROW, OK 74011
918.449.0144
BRAD HOFFMAN

CIVIL ENGINEER:
WALLACE ENGINEERING
123 NORTH MARTIN LUTHER KING JR. BLVD
TULSA, OK 74103
918.584.5858
CA #1460 EXPIRES 6/30/2021
DANNY BALDWIN, P.E.

SURVEYOR:
BENNETT SURVEYING, INC.
P.O. BOX 848
CHATEAU, OK 74337
CA #4502, RPLS 1556
R. WADE BENNETT, PLS
918.476.7484



SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE (1) LOT IN ONE BLOCK (1) BLOCK CONTAINING 1,131,795 SQUARE FEET, 25.982 ACRES.

MONUMENTATION
3/8" IRON PINS FOUND AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

BENCHMARKS
3/8" IRON PIN ELEV=664.94
N=376502.6130 E=2609270.8780

3/8" IRON PIN ELEV=666.78
N=375998.2580 E=2609271.0400

3/8" IRON PIN ELEV=673.99
N=375514.5830 E=2609279.7270

BASIS OF BEARINGS
THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA STATE PLANE NAD83.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA STATE PLANE NAD83.

FLOODPLAIN NOTE
THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0389L, MAP REVISED, OCTOBER 16, 2012, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN.

ADDRESS NOTE
STREET SOUTH, BROKEN ARROW, OK 74012

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

WATER AND SEWER
ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW.

DETENTION DETERMINATION
STORMWATER DETENTION WILL BE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION

BACKFLOW PREVENTER NOTE

"ALL NEW BUILDING THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKFLOW DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

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

MAYOR: CRAIG THURMOND

ATTEST: CITY CLERK

***FRONT YARD SETBACKS:**
FROM LOTS THAT ARE NOT REQUIRED TO HAVE A SIDEWALK 20 FT
FROM LOTS REQUIRED TO HAVE A SIDEWALK 25 FT

SUCH TWENTY-FIVE (25) FOOT AND TWENTY (20) FOOT FRONT YARD SETBACK MAY BE REDUCED TO FIFTEEN (15) FEET FOR A GARAGE PROVIDED THE GARAGE DOORS ARE LOCATED AT 90 DEGREES FROM THE STREET LINE AND THE GARAGE IS SIDE LOADED.

A FIFTEEN (15) FOOT SETBACK SHALL BE ALLOWED FOR THE HABITABLE PORTION OF THE STRUCTURE PROVIDED THAT ANY FRONT-FACING GARAGE IS SETBACK AT LEAST TWENTY (20) FEET ON LOTS NOT REQUIRED TO HAVE A SIDEWALK AND TWENTY-FIVE (25) FEET ON LOTS REQUIRED TO HAVE A SIDEWALK.

CASE NO: _____

LEGEND

B/L	BUILDING SETBACK LINE*	S/E	SEWER EASEMENT
UE	UTILITY EASEMENT	F/E	FENCE EASEMENT
IPS	IRON PIN SET		
IPF	IRON PIN FOUND	#	LOT NUMBER
P/E	PEDESTRIAN EASEMENT	A	RESERVE AREA DESIGNATION

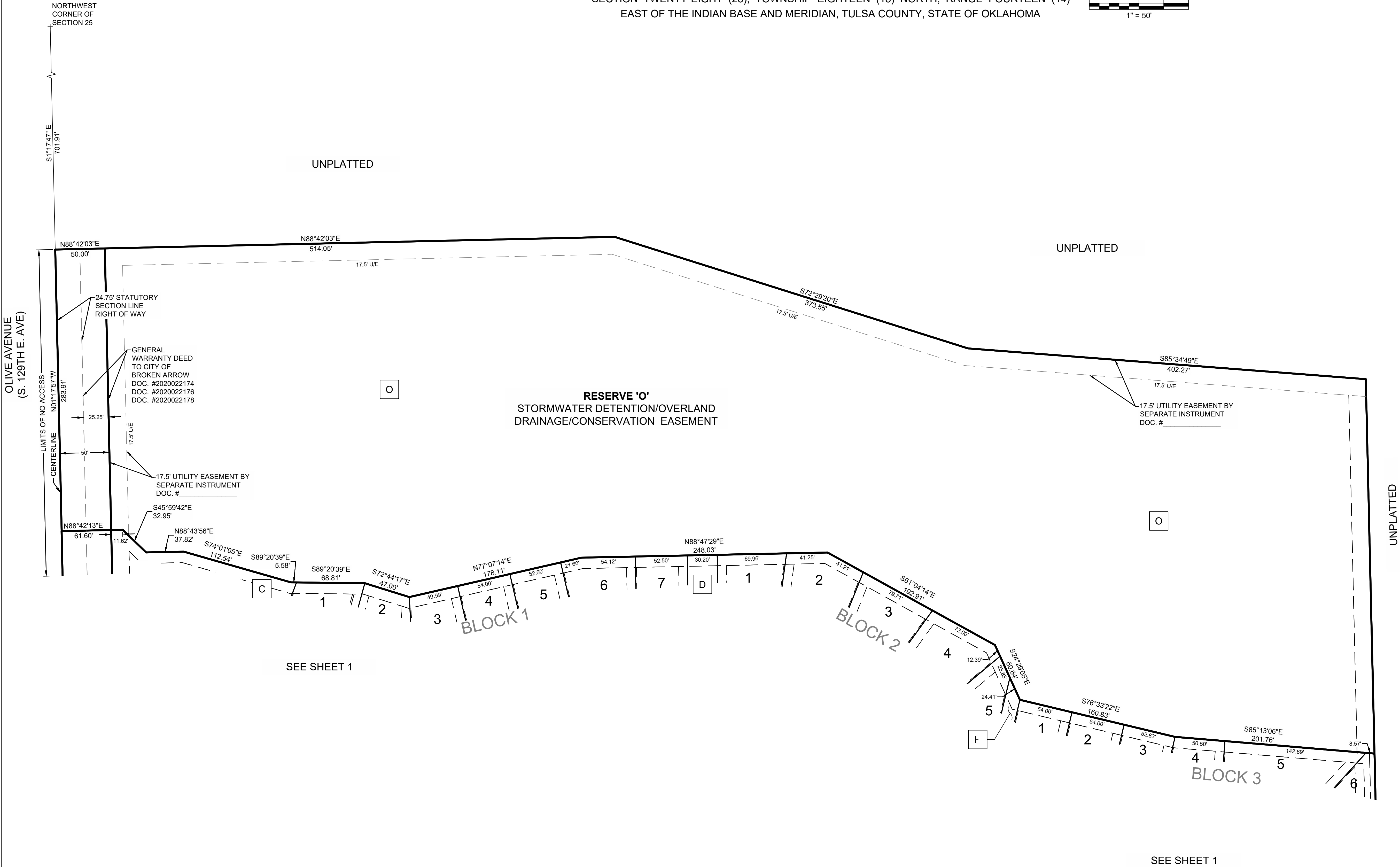
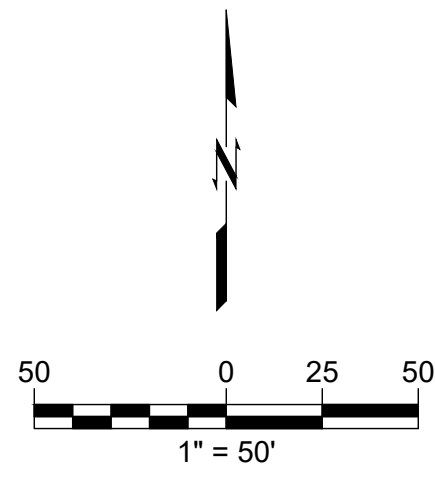
PRELIMINARY PLAT

THE LAKES AT RABBIT RUN

BROKEN ARROW, OKLAHOMA

PLANNED UNIT DEVELOPMENT NO. 316

A TRACT OF LAND LYING IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA



BACKFLOW PREVENTER VALVE TABLE				
BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
		TO BE COMPLETED		
* REQUIRES BACKFLOW PREVENTER VALVE: IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDERS RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING.				

PRELIMINARY PLAT

THE LAKES AT RABBIT RUN

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THE LAKES AT RABBIT RUN, LLC, AND OKLAHOMA LIMITED LIABILITY CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-EIGHT (28); THENCE S01°17'47"E FOR A DISTANCE OF 701.91 FEET; THENCE N88°42'03"E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°42'03"E FOR A DISTANCE OF 514.10 FEET; THENCE S72°29'20"E FOR A DISTANCE OF 373.55 FEET; THENCE S85°34'49"E FOR A DISTANCE OF 402.26 FEET; THENCE S01°20'03"E FOR A DISTANCE OF 1119.97 FEET; THENCE S88°40'26"W FOR A DISTANCE OF 1268.70 FEET; THENCE N01°17'47"W FOR A DISTANCE OF 1281.11 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 35.51 ACRES, MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON SEPTEMBER 23, 2020 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA AS N01°17'47"W.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "RABBIT RUN", A SUBDIVISION IN THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER "RABBIT RUN" OR THE "SUBDIVISION").

SECTION I. PRIVATE STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREETS AND UTILITIES EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PRIVATE USE THE PRIVATE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT IN RESERVE 'A'. IN ADDITION, RESERVE 'A' SHALL BE DESIGNATED AS UTILITY EASEMENTS. THE OWNER FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL 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 ALL OF 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 OF THE RESERVE 'A' SHALL BE RESPONSIBLE FORE MAINTENANCE, OPERATION, AND REPAIR OF THE PRIVATE STREETS WITHIN THE SUBDIVISION. IN THE EVENT THAT THE CITY OF BROKEN ARROW IS REQUIRED TO MAINTAIN OR REPAIR PUBLIC WATER, PUBLIC SANITARY SEWER OR PUBLIC STORM SEWER UNDERNEATH OR ADJACENT TO THE PRIVATE STREET, REPAIR OF STREET, CURBS, AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE OWNER.

THE OWNER OF RESERVE 'A' HERBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES OR WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

- THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SER VICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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 OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

- THE COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. PUBLIC WATER, PUBLIC SANITARY SEWER AND PUBLIC STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS OR HER LOT.

- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

- THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR BY ACTS OF THE OWNER'S AGENTS AND/OR CONTRACTORS.

- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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.

- PUBLIC STORM LINES SHALL BE DEFINED AS THOSE SHOWN AS M', 'O', 'P', AND 'Q', AS DESIGNATED ON THE APPROVED "NO EXCEPTIONS TAKEN" PAVING, GRADING, EROSION CONTROL AND STORM SEWER PLANS DATED 12/13/2015.

- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION DE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUES BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INSTRUTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA'S ACCEPTANCE SHALL BE EVIDENCED BY A DOCUMENT EXECUTED BY THE CITY OF BROKE ARROW, STATE OF OKLAHOMA ("THE CITY OF BROKEN ARROW ACCEPTANCE OF INFRASTRUCTURE") AND FILED IN THE RECORDS OF THE TULSA COUNTY CLERK. BUILDING CONSTRUCTION OCCURRING PRIOR TO RECORDING OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA'S ACCEPTANCE F INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY AN AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

G. ROOF DRAINS

EACH DWELLING WITHIN THE SUBDIVISION SHALL CONTAIN ROOF DRAINS DESIGNATED AND CONSTRUCTED TO DISCHARGE STORM WATER RUNOFF IN ACCORDANCE WITH THE APPROVED DEVELOPMENT PLAN.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HERBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH OLIVE AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMEND OR RELEASED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

J. RESERVE AREA "B" – CLUB HOUSE

THE USE OF RESERVE OF AREA D SHALL BE LIMITED TO THE USE AS OPEN SPACE, FENCING, LANDSCAPING, POOL, SPORTS COURTS, CLUBHOUSE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE COMMON ARES OF THE SUBDIVISION.

K. RESERVE AREAS "D, F, G, AND H" -OVERLAND DRAINAGE EASEMENT AND OPEN SPACE)

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTIES DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVES AREA "D, F, G, AND H" FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION. RESERVES AREAS "D, F, G, AND H" SHALL ALSO BE USES FOR WALKING TRAILS, AND OTHER RECREATIONAL ACTIVITIES FOR THE LAKES AT RABBIT RUN LOT OWNERS ONLY. RESERVES "D, F, G, AND H" ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION III, HEREOF.

- DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OF CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENT SHALL BE BY THE OWNER THEREOF IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OF THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF 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 OF RESERVE "D, F, G, AND H" THE LAKES AT RABBIT RUN, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

L. RESERVE AREAS "C, E, M, N, I, J, K AND L" – OPEN SPACE

THE USE OF RESERVE AREAS "C, E, M, N, I, J, K AND L" SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SIDEWALKS AND PEDESTRIAN TRAILS, SCREENING FENCES AND WALLS, AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

M. RESERVE "O" - STORMWATER DETENTION EASEMENT

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS STORMWATER DETENTION EASEMENT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III HEREOF TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

- THE STORMWATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.

- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

- THE USE OF RESERVE "O" SHALL BE LIMITED TO USE FOR STORM WATER DETENTION, DRAINAGE, OVERLAND DRAINAGE, FENCING AND WALLS (AS APPROVED BY THE CITY OF BROKEN ARROW), OPEN SPACE, LANDSCAPING (LANDSCAPING OTHER THAN TURF TO BE APPROVED BY THE CITY OF BROKEN ARROW), PEDESTRIAN TRAILS, AND UTILITIES, AND RESERVE "O" IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION III, HEREOF.

- IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE STORMWATER DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF 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 IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/100 OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

RABBIT RUN WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD NO 236.) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON AUGUST 27, 2020, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON SEPTEMBER 15, 2020.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED BY THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF 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 INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

THEREFOR, 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.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

PUD 316 SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE SINGLE-FAMILY RESIDENTIAL - 4 DISTRICT EXCEPT AS NOTED HEREIN.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF RABBIT RUN SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED ON AUGUST 27, 2020.

C. DEVELOPMENT STANDARDS

1. PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES INCLUDING BUT NOT LIMITED TO DETACHED ACCESSORY BUILDINGS, GATED ENTRY, ENTRY MONUMENTS, LANDSCAPED ENTRANCES, SIDEWALKS, SIGNAGE, SECURITY GATE HOUSE, CLUBHOUSE AND RELATED RECREATIONAL FACILITIES, INCLUDING FOOD PREPARATION FACILITIES FOR RESIDENTS ONLY AND MEETING ROOMS, PROJECT SALES OFFICES, PARK AND OPEN SPACES, PLAYGROUND AND RELATED RECREATIONAL FACILITIES, MAINTENANCE FACILITIES, COURT GATES, COMMON PARKING AREAS, TRAILS AND WALKWAYS, DETENTION FACILITIES, PICNIC SHELTERS AND PICNIC FACILITIES, GAZEBOs AND WATER FEATURES, PRIVATE STREET CROSSING AND RELATED BRIDGE, AND OTHER USES INCIDENTAL THERETO.

2. MAXIMUM NUMBER OF LOTS: 105
3. MINIMUM LOT WIDTH: 50 FT*

EXCEPT FOR FLAG AND CUL-DE-SAC LOTS WHICH WILL HAVE A MINIMUM LOT FRONTAGE OF THIRTY (30) FT. THE MINIMUM LOT FRONTAGE ON FLAG AND CUL-DE-SAC LOTS MAY BE REDUCED PROVIDED DRAWINGS ARE SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW FOR EACH SUCH PARCEL THAT SHOW THE DRIVEWAY WIDTH, MAILBOXES, CURB RETURNS, SIDEWALK (IF APPLICABLE), AND WATER METER LOCATION. WATER METERS WILL BE LOCATED IN AN UNPAVED AREA.

4. MINIMUM LOT AREA: 5200 SF
5. MAXIMUM BUILDING HEIGHT

- RESIDENTIAL STRUCTURES: 35 FT
- NON-RESIDENTIAL STRUCTURES ON RESIDENTIAL LOTS: 15 FT
- NON-RESIDENTIAL STRUCTURES IN RESERVE AREAS: 25 FT
- CLUBHOUSE 35 FT

6. MINIMUM SIZE OF DWELLING UNIT: 1,600 SF

7. MINIMUM YARD REQUIREMENTS:

EXTERNAL BOUNDARIES:

- FROM RIGHT-OF-WAY LINE ABUTTING OLIVE AVENUE 30 FT
- FROM THE NORTH PROPERTY LINES ADJACENT TO POND AREA: 10 FT
- FROM THE SOUTH PROPERTY LINE 20 FT
- FROM THE EAST PROPERTY LINE 20 FT

INTERNAL BOUNDARIES:

FRONT YARD SETBACKS:

- FROM LOTS THAT ARE NOT REQUIRED TO HAVE A SIDEWALK 20 FT*
- FROM LOTS REQUIRED TO HAVE A SIDEWALK 25 FT*
- *SUCH TWENTY-FIVE (25) FOOT AND TWENTY (20) FOOT FRONT YARD SETBACK MAY BE REDUCED TO FIFTEEN (15) FEET FOR A GARAGE PROVIDED THE GARAGE DOORS ARE LOCATED AT 90 DEGREES FROM THE STREET LINE AND THE GARAGE IS SIDE LOADED.

*A FIFTEEN (15) FOOT SETBACK SHALL BE ALLOWED FOR THE HABITABLE PORTION OF THE STRUCTURE PROVIDED THAT ANY FRONT-FACING GARAGE IS SETBACK AT LOTS TWENTY (20) FEET ON LOTS NOT REQUIRED TO HAVE A SIDEWALK AND TWENTY-FIVE (25) FEET ON LOTS REQUIRED TO HAVE A SIDEWALK.

- SIDE YARD SETBACKS 1 FT AND 9 FT**

**SIDE YARD SETBACKS SHALL BE A MINIMUM OF ONE (1) FOOT ON ONE LOT LINE AND NINE (9) FEET ON THE OTHER LOT LINE ENSURING THERE WILL BE A MINIMUM OF TEN (10) FEET BETWEEN BUILDINGS. THE SIDE YARD SETBACK WILL BE DESIGNATED ON THE FINAL PLAT.

FRONT YARD SETBACKS ON CORNER LOTS SHALL BE A MINIMUM OF FIFTEEN (15) FEET PROVIDING THE GARAGE DOES NOT FRONT UPON THE STREET.

- REAR YARD SETBACKS: 20 FT***

***EXCEPT FOR LOTS THAT BACK UP TO OPEN SPACE RESERVE AREAS THE MINIMUM REAR YARD CAN BE REDUCED TO TEN (10) FEET PROVIDED DRAWINGS ARE SUBMITTED AND SEALED BY A LICENSED ENGINEER AND ACCEPTABLE TO THE CITY OF BROKEN ARROW THAT DEMONSTRATES THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE ANY SUBSTANTIAL STRUCTURAL OR MAINTENANCE ISSUE FOR FUTURE HOUSES OR WALLS.

DETACHED ACCESSORY BUILDINGS SHALL COMPLY WITH THE MINIMUM YARD REQUIREMENTS FOR PRINCIPAL STRUCTURES. THIS DOES NOT INCLUDE GAZEBOs AND ARBORS 200 SQUARE FEET OR LESS, FIRE PITS, WATER FEATURES, OUTDOOR KITCHENS OR FIRE PLACES.

8. PRIVATE STREETS:

- MINIMUM WIDTH 30 FT OF RIGHT-OF-WAY WITH 26 FT OF PAVING

9. ENTRY GATES:

ENTRY GATES SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS.

10. SIGNS:

ENTRY IDENTIFICATION SIGNS SHALL BE PERMITTED WITH A MAXIMUM DISPLAY SURFACE AREA OF 48 SQUARE FEET OF DISPLAY SURFACE AREA ON EACH SIDE OF EACH ENTRANCE FROM OLIVE AVENUE. THE TOTAL ENTRY IDENTIFICATION SIGNAGE AT EACH SUCH ENTRY WILL NOT EXCEED 96 SQUARE FEET OF DISPLAY SURFACE AREA.

11. SITE PLAN REVIEW

NO BUILDING PERMIT WILL BE ISSUED UNTIL A SUBDIVISION PLAT, WHICH WILL SERVE AS THE SITE PLAN, IS APPROVED AND FILED OF RECORD WITH THE TULSA COUNTY CLERK.

12. MINOR AMENDMENTS

THE FORGOING RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS THAT MAY SUBSEQUENTLY BE APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, PURSUANT TO IT S REVIEW OF A MINOR AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE TULSA COUNTY CLERK.

13. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BROKEN ARROW ZONING CODE AS THE SAME EXISTED ON AUGUST 28, 2020.

SECTION III. SIDEWALKS

WITHIN THE SUBDIVISION, THERE SHALL BE CONTINUOUS SIDEWALKS MEETING THE SUBDIVISION REGULATIONS FOR THE CITY OF BROKEN ARROW OR MODIFICATION THEREOF APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR AND THE BROKEN ARROW CITY COUNCIL.

A. SIDEWALK ALONG SOUTH OLIVE AVENUE AND RESERVE AREAS

THE OWNER/DEVELOPER SHALL CONSTRUCT THE SIDEWALK ALONG THE ENTIRE WEST NEW ORLEANS STREET FRONTAGE, ALONG THE ENTIRE SOUTH OLIVE AVENUE FRONTAGE AND ALL RESERVE AREA FRONTAGES ONTO STREETS WITHIN THE SUBDIVISION. A BLANKET SIDEWALK EASEMENT IS GRANTED BY THE OWNER OF ALL RESERVE AREAS FOR SIDEWALK PLACEMENT AND PEDESTRIAN MOVEMENT ACROSS RESERVES IN WHICH A SIDEWALK IS PLACED.

B. MAINTENANCE OF SIDEWALKS IN RESERVE AREAS, SIDEWALK EASEMENTS AND PRIVATE LOTS

THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL SIDEWALKS WITHIN RESERVES, SIDEWALK EASEMENTS AND SIDEWALKS PARALLEL TO THE ADJACENT STREET ON ALL INDIVIDUAL LOTS IN GOOD CONDITION.

C. SIDEWALKS ALONG STREETS WITHIN RABBIT RUN

SIDEWALKS SHALL BE PLACED ON ONE SIDE OF THE STREET AS PER SECTION II C OF THE PLANNED UNIT DEVELOPMENT STANDARDS.

SECTION IV. FENCE AND LANDSCAPE EASEMENT

THE OWNER/DEVELOPER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERRECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE NORTHERN AND EASTERN BOUNDARY OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "F/L/E".

SECTION V. HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN RABBIT RUN (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREA OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, THE LANDSCAPING, STORM WATER DETENTION FACILITIES, FENCING, ENTRY FEATURES, CLUB HOUSE AMENITIES AND PRIVATE STREETS AS MAY EXIST WITHIN RESERVE 'A', RESERVE 'B', RESERVE 'C', RESERVE 'D', RESERVE 'E', RESERVE 'F', RESERVE 'G', RESERVE 'H', RESERVE 'I', RESERVE 'J', AND RESERVE 'K', ALONG WITH THE SIDEWALK AND LANDSCAPING WITHIN THE FENCE & LANDSCAPE EASEMENTS AND PRIVATE STORM SEWERS WITHIN THE SUBDIVISION AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF RABBIT RUN.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE 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 IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, PRIVATE STREETS AND PRIVATE STORM SEWERS OF THE SUBDIVISION.

SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS

THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE LOTS IN THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE APPLICABLE TO ALL LOTS AND SHALL BE COVENANTS

RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE OWNER OF A LOT AND BY THE HOMEOWNERS' ASSOCIATION.

A. ARCHITECTURAL COMMITTEE

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING, AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OF THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30H DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER 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 PROPOSED COLOR SCHEME, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND TIS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE OWNER/DEVELOPER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER/DEVELOPER, BY A WRITTEN INSTRUCTION. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER/DEVELOPER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVE AREAS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE OF LOTS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE.

THE USE OF THE LOTS SHALL BE LIMITED TO DETACH SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2. FLOOR AREA.

A SINGLE-STORY DWELLING SHALL HAVE A MINIMUM OF 1200 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.

3. ORIENTATION OF DWELLINGS.

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

4. GARAGES.

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF 2 PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GARAGE DOORS SHALL BE CONSTRUCTED OF WOOD OR HAVE WOOD VENEER FINISH, AND GLASS IN GARAGE DOORS IS PROHIBITED.

5. FOUNDATIONS.

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

6. EXTERIOR WALLS.

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL ALUMINUM VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH 6.

7. WINDOWS.

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

8. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6 ½.

9. ROOFING MATERIALS.

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED "WEATHERED WOOD" SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLE AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONING AND SOLAR EQUIPMENT, IS PROHIBITED.

10. CHIMNEYS.

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

11. DRIVEWAYS.

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

12. FENCING.

FENCING ALONG ARTERIAL STREETS SHALL BE THE PROPERTY OF THE HOMEOWNERS' ASSOCIATION.

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE 6 FEET IN HEIGHT. PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVE AREAS, PONDS, AND GREEN BELTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR DETERMINATION AND SHALL NTO BE INSTALLED PRIOR TO APPROVAL OF THE ARCHITECTURAL COMMITTEE.

13. LANDSCAPING OF LOTS; IRRIGATION SYSTEMS.

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

14. ON-SITE CONSTRUCTION.

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

15. OUTBUILDINGS.

OUTBUILDINGS ARE PROHIBITED. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

16. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

17. ANTENNAS.

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AN IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

18. 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 MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

19. RECREATIONAL VEHICLES AND EQUIPMENT.

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

20. TRAILERS, MACHINERY AND EQUIPMENT COMMERCIAL VEHICLES.

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNATE (MAXIMUM ¾ TON).

21. ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES.

NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

22. BASKETBALL GOALS.

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

23. ON-STREET PARKING PROHIBITED.

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

24. CLOTHESLINES AND GARBAGE RECEPTACLES.

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. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

25. MAILBOXES.

MAILBOXES SHALL NOT BE INSTALLED ON INDIVIDUAL LOTS. COMMUNITY MAILBOX BANK(S) SHALL BE PROVIDED BY THE DEVELOPER AT LOCATION(S) APPROVED BY THE UNTIED STATES POSTAL SERVICE (USPS) AND SHALL BE LOCATED IN RESERVE AREA(S).

26. 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 MAYBE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSED. EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00PM AND 7:00AM.

27. NOXIOUS ACTIVITY.

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

28. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ON SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

29. 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.

30. MAINTENANCE ACCESS TO INDIVIDUAL LOTS.

EACH INDIVIDUAL LOT OWNER SHALL GRANT A MAINTENANCE ACCESS ON THE NINE FOOD BUILDING LINE SIDE OF THEIR LOT FOR THE PURPOSES OF ROUTINE MAINTENANCE AND REPAIRS TO THE NEIGHBOR AS ACCESS TO THEIR HOME. THE NEIGHBORING LOT OWNER SHALL PROVIDE FORTY- EIGHT (48) HOUR WRITTEN NOTICE TO THE ADJACENT OWNER PRIOR TO ANY MAINTENANCE ACTIVITIES.

31. PRIVATE WALL EASEMENT.

EACH INDIVIDUAL LOT OWNER SHALL GRANT A WALL EASEMENT ACROSS THE 1' BUILDING SETBACK FOR THE PURPOSE OF CONNECTING A FENCE OR MASONRY WALL TO THE HOUSE PROVIDING A FULLY ENCLOSED YARD.

SECTION VII. ENFONCEMENT, DURATION, AMEDEMEMENT 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 2. WHETHER OR NTO 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION V. HOMEOWNERS' ASSOCIATION AND SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS III, IV, V, OR VI, 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 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 SECTIONS III, IV, V, OR VI 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

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREET, 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, STATE OF OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION IV. HOMEOWNERS' ASSOCIATION OR SECTION V. PRIVATE RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN 60% OF THE LOTS. 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 PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2020.

THE LAKES AT RABBIT RUN, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
BRAD HOFFMAN, MANAGING PARTNER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2020, BY BRAD HOFFMAN AS MANAGING PARTNER OF THE LAKES AT RABBIT RUN, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER IS:

CERTIFICATE OF SURVEY

I, R. WADE BENNETT, OF BENNET SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "RABBIT RUN", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATIVE OF THE SURVEY MADE ON THE GROUND DURING THE MONTH OF DECEMBER 2016 USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE FO LAND SURVEYING AS ADOPTED.

R. WADE BENNETT
LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO.

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2020, PERSONALLY APPEARED R. WADE BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER: