Tulsa County Clerk - EARLENE WILSON
Doc# 2005012494 Pgs 1
Receipt # 777443 02/03/05 14:43:14
Fee 30.00
000777443001

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.
I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the forgoing is a true and correct copy of a like instrument now on file in my office.
Dated the _____ day of __________ 20__
EARLENE WILSON, Tulsa County Clerk
Deputy

Plat Number
5853

Planned Unit Development No. 139

FAIRWAY PARK

A subdivision in the City of Broken Arrow, being a part of the W/2 of the SE/4 of Section 36, T-19-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma

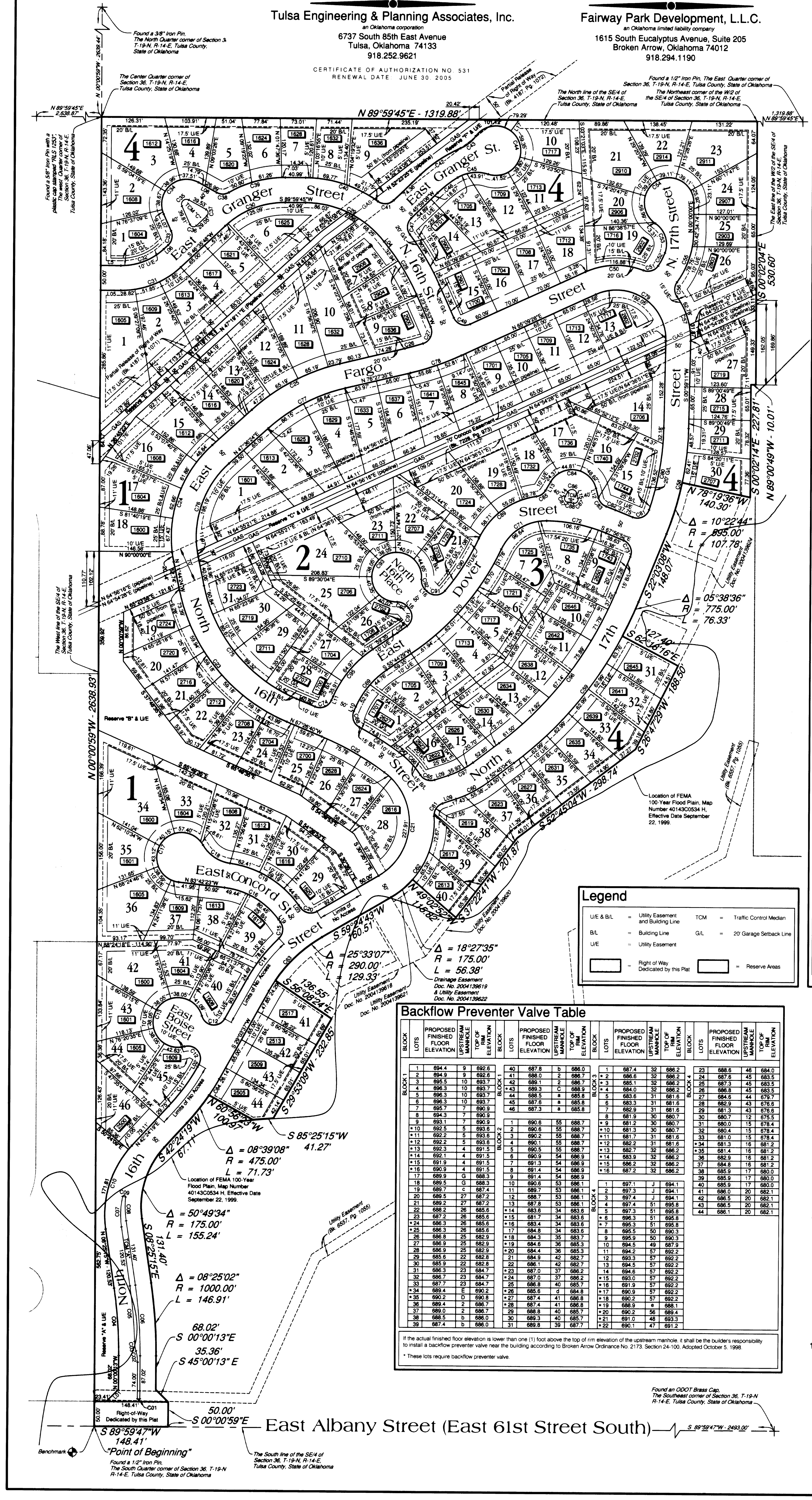
ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
6737 South 85th East Avenue
Tulsa, Oklahoma 74133
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2005

OWNER / DEVELOPER
Fairway Park Development, L.L.C.
an Oklahoma limited liability company
1615 South Eucalyptus Avenue, Suite 205
Broken Arrow, Oklahoma 74012
918.294.1190

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 13,858.00 per trust receipt no. 6233 to be applied to 20 05 taxes. This certificate is NOT to be construed as payment of 20 05 taxes in full but is given in order that this plat may be filed on record. 20 05 taxes may exceed the amount of the security deposit.
Dated February 3, 2005
Dennis Semler
Tulsa County Treasurer
By [signature]
Deputy



Legend

U/E & B/L = Utility Easement and Building Line		TCM = Traffic Control Median	
B/L = Building Line		G/L = 20' Garage Setback Line	
U/E = Utility Easement			
[box] = Right of Way Dedicated by this Plat		[box] = Reserve Areas	

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

A 4"x4" Brass Monument Marker in conformance with the City of Broken Arrow Standard Construction Specification, shall be located on the curb adjacent to all lots within 500 feet of all high pressure pipelines. The Monument Markers are to be set after completion of improvements, unless otherwise noted.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of N 89°59'47"E along the south line of the SE/4 of Section 36, T-19-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

Top of a 1/2" Iron Pin at the South Quarter Corner of Section 36, T-19-N, R-14-E, Tulsa County, State of Oklahoma
Elevation = 685.51 NGVD 1929

Lot Addresses [0000]

Addresses shown on this Plat were provided by the City of Broken Arrow Engineering Department and were accurate at the time of plat filing. The addresses are subject to change and should not be relied upon in place of the legal description.

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination # DD-72103-48. Stormwater detention for this plat will be provided by the Fairway Park Regional Detention Facility.

Curve Table

NO.	DELTA	RADIUS	ARC
C1	180°00'00"	2.50'	7.85'
C2	16°51'56"	77.00'	22.67'
C3	15°10'07"	73.00'	19.33'
C4	08°25'02"	925.00'	135.89'
C5	06°43'13"	957.00'	112.25'
C6	08°25'02"	968.00'	142.21'
C7	20°22'14"	173.00'	61.51'
C8	13°17'57"	207.00'	48.05'
C9	172°55'43"	3.00'	9.05'
C10	50°49'34"	205.00'	181.85'
C11	13°20'42"	425.00'	98.99'
C12	135°10'26"	25.00'	58.98'
C13	270°20'52"	50.00'	235.92'
C14	17°22'28"	340.00'	103.10'
C15	82°07'35"	25.00'	35.83'
C16	48°00'53"	155.00'	129.89'
C17	233°10'59"	50.00'	203.49'
C18	51°42'36"	75.00'	67.69'
C19	46°32'30"	205.00'	166.52'
C20	84°53'46"	25.00'	37.04'
C21	112°59'43"	125.00'	246.52'
C22	13°51'41"	600.00'	145.16'
C23	55°42'16"	365.00'	354.86'
C24	59°20'49"	250.00'	258.95'
C25	28°51'11"	400.00'	201.43'
C26	04°20'56"	500.00'	37.95'
C27	96°02'32"	25.00'	41.91'
C28	14°02'15"	450.00'	110.25'
C29	52°02'07"	200.00'	181.64'
C30	43°23'57"	175.00'	132.56'
C31	43°23'13"	175.00'	132.52'
C32	43°23'13"	125.00'	94.66'
C33	70°55'18"	25.00'	30.95'
C34	142°52'54"	50.00'	124.69'
C35	142°52'54"	10.00'	24.94'
C36	109°04'42"	8.00'	15.23'
C37	108°02'24"	8.00'	15.09'
C38	58°50'05"	25.00'	25.67'
C39	30°16'26"	225.00'	118.89'
C40	35°30'50"	250.00'	154.96'
C41	79°31'28"	25.00'	34.70'
C42	20°17'25"	275.00'	97.39'
C43	30°32'32"	75.00'	39.98'
C44	252°03'34"	50.00'	219.96'
C45	48°55'23"	75.00'	64.04'
C46	12°53'04"	225.00'	50.60'
C47	83°20'47"	25.00'	36.37'
C48	13°25'46"	500.00'	117.19'
C49	90°54'39"	25.00'	39.67'
C50	45°53'51"	150.00'	120.16'
C51	77°14'54"	25.00'	33.71'
C52	13°35'22"	125.00'	29.65'
C53	77°06'37"	50.00'	67.29'
C54	236°53'33"	50.00'	206.73'
C55	35°44'34"	175.00'	109.17'
C56	71°26'44"	25.00'	31.17'
C57	36°41'20"	150.00'	96.05'
C58	10°41'13"	595.00'	110.98'
C59	25°03'20"	775.00'	338.91'
C60	18°32'30"	225.00'	72.81'
C61	75°31'21"	25.00'	32.95'
C62	63°38'30"	175.00'	194.38'
C63	30°21'06"	290.00'	153.62'
C64	04°41'34"	475.00'	38.91'
C65	75°31'21"	25.00'	32.95'
C66	20°23'55"	175.00'	62.30'
C67	08°24'19"	650.00'	95.35'
C68	85°45'07"	25.00'	37.42'
C69	31°58'40"	175.00'	97.67'
C70	30°42'39"	525.00'	281.40'
C71	65°25'12"	100.00'	114.18'
C72	21°36'06"	325.00'	122.53'
C73	90°00'00"	25.00'	39.27'
C74	88°47'31"	25.00'	38.74'
C75	55°42'16"	315.00'	306.25'
C76	59°20'49"	200.00'	207.16'
C77	28°51'11"	350.00'	176.25'
C78	11°18'07"	550.00'	108.49'
C79	115°49'43"	100.00'	202.16'
C80	17°44'10"	545.00'	168.71'
C81	93°19'47"	25.00'	40.72'
C82	02°59'29"	375.00'	19.58'
C83	56°26'16"	25.00'	24.63'
C84	135°00'00"	50.00'	117.81'
C85	51°41'42"	25.00'	22.56'
C86	135°00'00"	10.00'	23.56'
C87	113°24'00"	8.00'	15.83'
C88	01°48'01"	365.00'	11.47'
C89	57°09'47"	150.00'	149.65'
C90	15°07'27"	475.00'	125.38'
C91	96°22'46"	25.00'	42.05'
C92	48°11'23"	25.00'	21.03'
C93	276°22'46"	50.00'	241.19'
C94	02°49'41"	475.00'	23.44'
C95	31°58'40"	225.00'	125.58'
C96	30°41'56"	725.00'	388.45'
C97	18°32'31"	175.00'	56.63'

Line Table

NO.	BEARING	DISTANCE
L01	N 44°59'47"E	35.36'
L02	N 29°03'37"E	5.24'
L03	N 35°41'30"W	6.40'
L04	N 37°58'08"W	15.59'
L05	S 89°59'01"W	40.33'
L06	N 46°35'48"E	12.25'
L07	N 24°19'30"W	36.49'
L08	S 61°26'37"E	41.78'
L09	S 71°17'34"W	28.93'
L10	N 23°45'49"E	9.52'
L11	N 23°45'49"E	8.57'
L12	N 14°30'05"W	19.49'
L13	S 30°29'55"W	20.72'
L14	N 30°29'55"E	10.48'
L15	S 14°30'05"E	10.48'
L16	N 43°27'57"W	5.70'
L17	N 36°35'42"E	28.27'
L18	S 78°33'19"E	20.75'
L19	N 35°41'30"W	6.83'

Backflow Preventer Valve Table

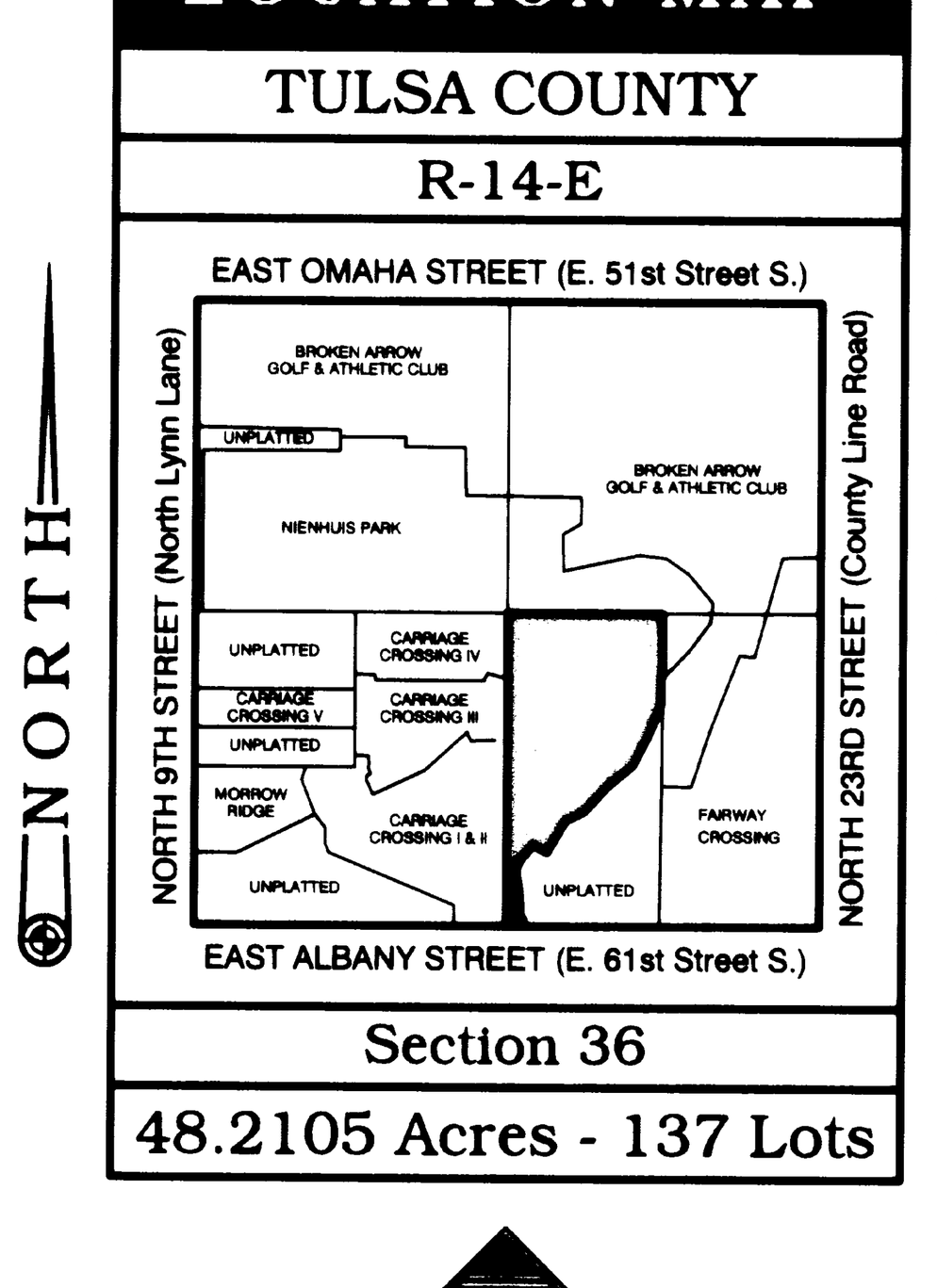
BLOCK	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	1	694.4	9	692.6
	2	694.9	9	692.6
	3	695.5	10	693.7
	4	696.3	10	693.7
	5	696.3	10	693.7
	6	696.3	10	693.7
	7	695.7	7	690.9
	8	694.3	7	690.9
	9	693.1	7	690.9
	*10	692.5	5	693.6
	*11	692.2	5	693.6
	*12	692.2	5	693.6
	*13	692.3	4	691.5
	*14	692.1	4	691.5
	*15	691.9	4	691.5
	*16	690.9	4	691.5
	17	689.9	G	688.3
	18	689.5	G	688.3
	19	689.7	c	687.4
	20	689.5	27	687.2
	21	689.2	27	687.2
	22	688.2	26	685.6
	23	687.2	26	685.6
	*24	686.3	26	685.6
	*25	686.3	26	685.6
	26	686.8	25	682.9
	27	686.9	25	682.9
	28	686.9	25	682.9
	29	685.6	22	682.8
	30	685.9	22	682.8
	31	686.3	23	684.7
	32	686.7	23	684.7
	33	687.7	23	684.7
	*34	689.4	E	690.2
	*35	690.2	D	690.8
	36	689.4	2	686.7
	37	689.0	2	686.7
	38	688.5	b	686.0
	39	687.4	b	686.0
BLOCK 1	40	687.8	b	686.0
	41	688.0	2	686.7
	42	689.1	2	686.7
	*43	689.3	C	688.9
	44	688.5	a	685.8
	45	687.6	a	685.8
	46	687.3	a	685.8
BLOCK 2	1	690.6	55	688.7
	2	690.6	55	688.7
	3	690.2	55	688.7
	4	690.1	55	688.7
	5	690.5	55	688.7
	6	690.9	54	686.9
	7	691.3	54	686.9
	8	691.4	54	686.9
	9	691.4	54	686.9
	10	690.6	53	686.1
	11	689.7	53	686.1
	12	688.7	53	686.1
	13	687.8	53	686.1
	*14	683.6	34	683.6
	*15	681.7	34	683.6
	*16	683.4	34	683.6
	17	684.8	34	683.6
	*18	684.3	35	683.7
	*19	684.6	36	685.3
	*20	684.4	36	685.3
	21	684.9	42	682.7
	22	686.1	42	682.7
	*23	687.0	37	686.2
	*24	687.0	37	686.2
	25	686.8	40	685.7
	*26	685.6	d	684.8
	*27	687.4	41	686.8
	*28	687.4	41	686.8
	29	688.8	40	685.7
	30	689.3	40	685.7
	31	689.8	39	687.7
BLOCK 3	1	687.4	32	686.2
	*2	686.6	32	686.2
	*3	685.1	32	686.2
	*4	684.0	32	686.2
	5	683.6	31	681.6
	6	683.3	31	681.6
	7	682.9	31	681.6
	8	681.9	30	680.7
	*9	681.2	30	680.7
	*10	681.3	30	680.7
	*11	681.7	31	681.6
	*12	682.2	31	681.6
	*13	682.7	32	686.2
	*14	683.9	32	686.2
	*15	686.2	32	686.2
	*16	687.2	32	686.2
BLOCK 4	1	697.1	J	694.1
	2	697.3	J	694.1
	3	697.4	J	694.1
	4	697.4	51	695.8
	5	697.3	51	695.8
	*6	696.3	51	695.8
	*7	695.3	51	695.8
	8	695.5	50	690.3
	9	695.9	50	690.3
	10	694.5	49	687.9
	11	694.2	57	692.2
	12	693.3	57	692.2
	13	694.5	57	692.2
	14	694.6	57	692.2
	*15	693.0	57	692.2
	*16	691.9	57	692.2
	*17	690.9	57	692.2
	*18	690.2	57	692.2
	*19	688.9	e	688.1
	*20	690.2	56	689.4
	*21	691.0	48	693.3
	*22	690.1	47	691.2
BLOCK 4	23	688.6	46	684.0
	24	687.6	45	683.5
	25	687.3	45	683.5
	26	686.8	45	683.5
	27	684.6	44	679.7
	28	682.9	43	676.6
	29	681.3	43	676.6
	30	680.7	12	675.5
	31	680.0	15	678.4
	32	680.4	15	678.4
	33	681.0	15	678.4
	*34	681.3	16	681.2
	*35	681.4	16	681.2
	36	682.9	16	681.2
	37	684.8	16	681.2
	38	685.9	17	680.0
	39	685.9	17	680.0
	40	685.9	17	680.0
	41	686.0	20	682.1
	42	686.5	20	682.1
	43	686.5	20	682.1
	44	686.1	20	682.1

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

* These lots require backflow preventer valve.

LOCATION MAP

TULSA COUNTY
R-14-E



Section 36
48.2105 Acres - 137 Lots

100 50 0 100 200 300
SCALE: 1" = 100 FEET

APPROVED 11-15-04 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter
Mayor
Linda Fagundes
Attest: City Clerk 1-27-05
Interim

Fairway Park
PT 03-126/DN 03-187 Sheet 1 of 2
G:\03-053\Final\Final Plat 03-053.dwg 01/20/05

P.U.D. 139
FAIRWAY PARK

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Fairway Park Development, L.L.C., an Oklahoma limited liability company, hereinafter the "Owner/Developer", is the owner of the following described real estate situated within the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the W/2 of the SE/4 of Section 36, T-19-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the South quarter corner of Section 36;

Thence N 00°00'59" W along the West line of the SE/4 of Section 36 a distance of 2638.93 feet to the Center quarter corner of Section 36;

Thence N 89°59'45" E along the North line of the SE/4 of Section 36 a distance of 1319.88 feet to the Northeast corner of the W/2 of the SE/4 of Section 36;

Thence S 00°02'04" E along the East line of the W/2 of the SE/4 of Section 36 a distance of 530.60 feet;

Thence N 89°00'49" W a distance of 10.01 feet;

Thence S 00°02'14" E a distance of 227.81 feet;

Thence N 78°19'36" W a distance of 140.30 feet to a non-tangent curve to the right;

Thence along a not-tangent curve to the right with an initial tangent bearing of S 11°40'24" W, a central angle of 10°22'44", a radius of 595.00 feet and an arc length of 107.78 feet;

Thence S 22°03'08" W a distance of 148.07 feet to tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 05°38'36", a radius of 775.00 feet and an arc length of 76.33 feet;

Thence S 62°18'16" E a distance of 127.40 feet;

Thence S 26°47'29" W a distance of 188.50 feet;

Thence S 52°45'04" W a distance of 298.74 feet;

Thence S 37°22'41" W a distance of 201.87 feet;

Thence N 49°02'52" W a distance of 115.82 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 40°57'08" W, a central angle of 18°27'35", a radius of 175.00 feet and an arc length of 56.38 feet;

Thence S 59°24'43" W a distance of 160.51 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angel of 25°33'07", a radius of 290.00 feet and an arc length of 129.33 feet;

Thence S 56°08'24" E a distance of 136.55 feet;

Thence S 29°53'09" W a distance of 232.85 feet;

Thence S 85°25'15" W a distance of 41.27 feet;

Thence N 60°56'23" W a distance of 100.97 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 33°45'11" W, a central angle of 08°39'08", a radius of 475.00 feet and an arc length of 71.73 feet;

Thence S 42°24'19" W a distance of 67.11 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 50°49'34", a radius of 175.00 feet and an arc length of 155.24 feet;

Thence S 08°25'15" E a distance of 131.40 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 08°25'02", a radius of 1000.00 feet and an arc length of 146.91 feet;

Thence S 00°00'13" E a distance of 68.02 feet;

Thence S 45°00'13" E a distance of 35.36 feet;

Thence S 00°00'59" E a distance of 50.00 feet to the South line of the SE/4 of Section 36;

Thence S 89°59'47" W along the South line of the SE/4 of Section 36 a distance of 148.41 feet to the South quarter corner of Section 36, the "Point of Beginning";

Said tract contains 2,100,048 square feet or 48.2105 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 89°59'47" E along the South line of the SE/4 of Section 36, T-19-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

and has caused the above described lands to be surveyed, staked, platted, and subdivided into lots, blocks, reserve areas, and streets in conformity with the accompanying plat and survey (hereinafter the "Plat") and has entitled and designated the subdivision as "Fairway Park", a Subdivision in the City of Broken Arrow, Tulsa County, Oklahoma (hereinafter "Fairway Park" or the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements
The Owner/Developer does hereby dedicate for public use the streets depicted as public on the Plat and does further dedicate for public use the utility easements as depicted on the Plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the Plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of the 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 and walls.

B. Traffic Control Medians A, B, & C
The Owner/Developer does hereby dedicate for public use Traffic Control Medians A, B, & C for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the master homeowners' association formed or to be formed as set forth within Section IV. hereof, for the purposes of installation and maintenance of landscaping, utilities and signage within Traffic Control Medians A, B, & C. The holder of the reserved easement, the Owner/Developer or the homeowners' association, as the case may be, herein covenants that the holder shall maintain any landscaping located within Traffic Control Medians A, B, & C, and the City of Broken Arrow shall have no liability for any damage to landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control medians or maintenance or reconstruction of the adjoining public streets.

C. Underground Service
1. Overhead lines for the supply of electric, telephone and cable television services may be located within the parameter easements of the 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 the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable ro line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

4. The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the 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.

5. The foregoing covenents set forth in this paragraph C shall be enforceable by each supplier of the electric, telephone, cable television, or gas service and the owner of the lot agrees to be bound hereby.

D. Water and Sewer Service
1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the 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.

5. The foregoing covenents set forth in this sub-section D shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

E. Gas Service
1. The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

2. The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner or the its agents or contractors.

3. The foregoing covenents set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

F. Overland Drainage Easements
1. For the common use and benefit of the owners of lots within the Subdivision and for the benefit of the City of Broken Arrow, Oklahoma, the Owner/Developer hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the Plat as "O.D.E." or "Overland Drainage Easement", including Reserves A, B, C, D, E, and F for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivison.

2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the Broken Arrow, Oklahoma, and plans and specifications approved by the City Engineer of the City of Broken Arrow, Oklahoma.

3. No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas, unless approved by the City Engineer of the City of Broken Arrow, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not more than two and one-half (2½) inches shall not require approval.

4. The overland drainage easement arens and facilities located therein shall be maintained by the owner of the lot upon which the drainage easement is located at the owner's cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner of the lot over which an overland drainage easement is located 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, or the alteration of the grade or contour therein, the homeowners' association to be formed pursuant to Section IV (hereinafter the "Homeowners' Association"), or the City of Broken Arrow, Oklahoma 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 of the lot. 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 Homeowners' Association or the City of Broken Arrow, Oklahoma, whichever has completed the maintenance, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be judicially foreclosed.

G. Surface Drainage
Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from private 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 forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

H. Limits of No Access
The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East Albany Street within the bounds designated as "Limits of No Access" on the accompanying Plat, which Limits of No Access may be amended or released by the Broken Arrow Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

I. Paving and Landscaping Within Easements
The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Fairway Park was submitted as a planned unit development (entitled PUD No. 139) as provided within Section 3 of Article VII of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 1560) as amended and existing on September 2, 2003, (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 139 was approved by the Broken Arrow Planning Commission on August 14, 2003, and approved by the Council of the City of Broken Arrow, Oklahoma, on September 2, 2003; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenents 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. Use of Land
The development of Fairway Park shall be subject to the planned unit development provisions of the Broken Arrow Zoning Ordinance, as the provisions existed on September 2, 2003, or as may be subsequently amended.

B. Residential Development Area
The lots within Fairway Park (hereinafter the "Lots" or the "Residential Lots") shall be subject to the following restrictions and limitations:

1. Use
The use of the Residential Lots shall be limited to detached single family residences and purposes.

2. Yards and Setbacks
a. Street Setback No building shall be erected nearer to a public street than the building setback lines depicted on the Plat.

b. Rear Yard The rear yard of a Lot shall not be less than 20 feet in depth.

c. Side Yard Within a Lot each side yard shall not be less than 5 feet in width and no side yard shall be less than the width of any utility easement located within the lot and along the side lot line.

d. Corner Lot Side Yard The corner Lot side yard shall be allowed at 15 feet; however, all garage openings abutting the side yard with a 15 foot building line shall be setback at least 20 feet.

e. Easement Setbacks No building, whether principal or accessory, shall encroach upon any easement.

3. Maximum Structure Height
No structure shall exceed 35 feet in height.

4. Other Bulk And Area Requirements
Except as above modified, a Lot shall comply with the bulk and area requirements of the R-3 Residential Single Family District as set forth within the Broken Arrow Zoning Ordinance.

C. Reserves
1. Reserves A, B, C, D, E, and F - Open Space

Reserves A, B, C, D, E, and F, shall be limited to use for utilities, signage, ingress and egress, stormwater drainage and detention facilities, open space, landscaping, recreation, and sidewalks and is reserved for subsequent conveyance to a homeowners' association. Maintenance of Reserves A, B, C, D, E, and F shall be the responsibility of the Homeowners' Association.

D. Sidewalks/Trails
Sidewalks shall be provided in accordance with the subdivision regulations along all public streets. Sidewalks will be constructed by the Owner/Developer in all reserve areas that are adjacent to a public street. A reserve area of at least ten (10) feet in width shall intersect with the Nienhuis Park boundary at least twice at separate locations, and an area of twenty (20) feet in width shall intersect with Reserve A of Carriage Crossing at least once, and within the Fairway Park development at least once. In this reserve area, an asphalt or concrete or asphalt paved trail of at least four (4) feet in width shall be installed by the Owner/Developer.

E. Definitions
In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the City of Broken Arrow Zoning Code as existing on September 2, 2003 or as subsequently amended.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the Subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenents 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. Architectural Committee - Plan Review
1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the Subdivision until the plans and specifications have been approved in writing by Fairway Park Development, L.L.C., 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, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 60th 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.

2. The Architectural Committee's purpose is to promote good design and compatibility within the subdivison 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 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 its 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. The powers and duties of the Architectural Committee shall, on the 1st day of January, 2008, be deemed transferred to the master homeowners' association formed or to be formed as set forth within Section IV. hereof, or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the master homeowners' association.

B. Floor Area
Single story dwellings shall have a minimum of 1,500 square feet of living area. Multi-story dwellings shall have a minimum of 1,800 square feet of living area, provided however, the first floor shall have a minimum of 1,200 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breeze ways.

C. Garages
An attached garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.

D. Foundations
Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry
100% of the exterior surface of first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction.

F. Windows
Aluminum windows having a mill finish are prohibited.

G. Roof Pitch
No dwelling shall have a roof pitch of less than 6/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 3/12, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions to permit a dwelling having a flat roof over not more than 25% of the horizontal area covered by roof.

H. Roofing Materials
Roofing shall be self-sealing composition roofing shingles (Heritage II TAMCO 25 year Weathered Wood or equivalent), provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. On-site Construction
Each dwelling shall be built on-site and no dwelling built off-site shall be placed on any lot.

J. Outbuildings
Outbuildings are prohibited.

K. Swimming Pools
Above ground swimming pools are prohibited.

L. Interior Fencing
Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence, provided however, on corner lots fencing may extend to within 12.5 feet of the street right-of-way forming a side yard boundary of the lot. Fences shall be of wood, brick, stucco or stone. Chain link, barbed wire, plastic, meshed and other metal fencing are prohibited. Coated chain link (black) fencing with round rails and posts are permitted in areas adjoining parks and Reserve Areas.

M. Antennas
Exterior antennas or other devices (including supporting structures) for the transmission or reception of radio, television, satellite signals or other form of electro-magnetic radiation are prohibited, except that within each Lot, one satellite dish, not exceeding 2 feet in diameter, and not visible from any public and/or private street shall be permitted, and provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

N. Lot Maintenance
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.

O. Recreational Vehicles
Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

P. Inoperative Vehicles or Machinery
No inoperative vehicle or machinery shall be stored on any lot except within an enclosed garage.

Q. Clotheslines
Exposed clotheseline poles or other outside drying apparatus are prohibited.

R. Trash Containers
Trash containers, except during periods of collection, shall be stored out of view from abutting streets. No trash burning apparatus or structure shall placed on any lot.

S. Mailboxes
All mailboxes shall be constructed out of brick, or be a metal mailbox selected by the Architectural Review Committee, for use in Fairway Park for the United States Postal Service; all mailbox pedestals shall conform in design to a specific plan to be approved by the Architectural Committee.

T. Animals
No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

U. Noxious Activity
No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

V. Signage
No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

W. Materials and Storage
No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

X. Temporary Trash Receptacle
A temporary trash receptacle shall be provided on each lot during the period of construction of the dwelling. The maintenance of the trash receptacle is the responsibility of the lot owner and the receptacle shall be emptied on a regular or as needed basis.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association
The Owner/Developer has formed or shall cause to be formed the Fairway Park Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity 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 areas and enhancing the value, desirability and attractiveness of Fairway Park.

B. Membership
Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenent to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenent for Assessments
The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within Fairway Park. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Enforcement Rights of the Association
Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiery, to the same extent as a lot owner, of the various covenents set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement
The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Ordinance and shall inure to the benefit of the owners of lots within the Subdivision, shall inure to the benefit of the homeowners' associations provided for in Section IV, and shall inure to the benefit of the City of Broken Arrow, Oklahoma. The covenents within Section III. Private Building and Use Restrictions shall inure only to the benefit of owners of lots within the Subdivision and the homeowners' associations provided for in Section IV. Within the provisions of Section IV. Homeowners' Associations are set forth certain covenents and the enforcement rights pertaining thereto. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenents within Section II.Planned Unit Development Restrictions, it shall be lawful for any owner of any lot within the Subdivision or any of the homeowners' associations provided for within Section IV or the City of Broken Arrow to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenent, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenents within Section III. Private Building and Use Restrictions, it shall be lawful for any owner of any lot within the Subdivision or any of the homeowners' associations provided for within Section IV. to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenent, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. In any judicial action brought by a homeowners' association or any lot owner, which action seeks to enforce the covenents or restrictions set forth within Section II. Planned Unit Development Restrictions or Section III. Private Building and Use Restrictions, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its 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 remain in full 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. 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 Broken Arrow Planning Commission, or its successors and the City of Broken Arrow, Oklahoma. The covenents contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. The covenents within Section III. Private Building and Use Restrictions or the covenents within Section IV. Homeowners' Associations 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 record owner of at least one (1) lot within the Subdivison or alternatively, the covenents within Section III. or Section IV. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than sixty-five percent (65%) 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 period of ownership of at least one [1] lot) and any amendment or termination properly executed by the owners of sixty-five percent of the lots within the Subdivison, the instrument executed by the Owner/Developer shall govern during the period of the Owner/Developer's ownership of at least one (1) lot. The provisons 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, the undersigned Owner/Developer, has executed this instrument this 20th day of January, 2005.

Fairway Park Development, L.L.C.
an Oklahoma limited liability company

By _____
Terry L. Davis, Manager

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

This instrument was acknowledged before me this 20th day of January , 2005, by Terry L. Davis, as Manager of Fairway Park Development, L.L.C., an Oklahoma limited liability company.

_____
D. Sue Mitchell, Notary Public
Commission No. 01004303 expires March 27, 2005

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Fairway Park", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 20th day of January, 2005.

_____
Jerry W. Ledford
Registered Professional Land Surveyor

JERRY WAYNE LEDFORD L.S. 1253 OKLAHOMA

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

Before me the undersigned, a notary public in and for said county and state, on this 20th day of January , 2005, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional 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.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last written above.

_____
D. Sue Mitchell, Notary Public
Commission No. 01004303 expires March 27, 2005.

APPROVED 11-15-04 by the City Council of the City of Broken Arrow, Oklahoma.
Fred and Carter
Mayor
Linda Fagundes
Attest: City Clerk 1-27-05

Fairway Park
DN 03-187, PT 03-126 Sheet 2 of 2

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