Tulsa County Clerk - EARLENE WILSON
Doc # 2007098936 Pages 1
Receipt # 943533 08/31/07 15:09:18
Fee 30.00

000943533001

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

6146

Planned Unit Development No. 139

FAIRWAY PARK II

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

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 $ 8.00 per trust receipt no. 9024 to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20 07 taxes in full but is given in order that this plat may be filed on record. 20 07 taxes may exceed the amount of the security deposit.

Dated 31-Aug-07

Dennis Semler
Tulsa County Treasurer

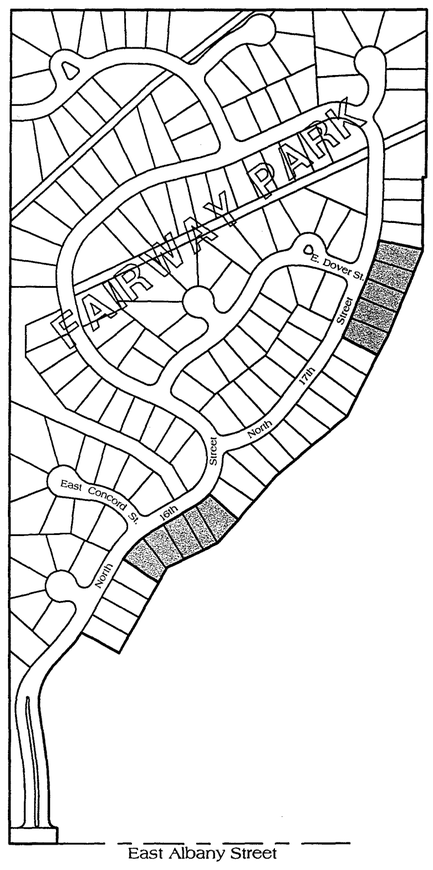
By: _____ Deputy

COUNTY CLERK TULSA COUNTY 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, 2009

OWNER / DEVELOPER
Fairway Park Development, L.L.C.
an Oklahoma limited liability company
6314 East 96th Street South
Tulsa, OK 74137
918.261.5200



Detailed Vicinity Map

Not to Scale

Legend

B/L	=	Building Line
U/E	=	Utility Easement
	=	Drainage Easement Doc. No. 2004139619 & Utility Easement Doc. No. 2004139622

Monument Notes

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.

Basis of Bearings

The non-astronomic bearings for this plat are based on a recorded plat 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 recorded plat thereof, Plat No. 5853 as filed in the records of the Tulsa County Clerk's office.

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

Backflow Preventer Valve

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	1	685.7	20	682.00
	2	685.4	19	681.14
	3	684.9	19	681.14
	4	685.7	17	680.01

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 2	1	679.8	14	677.52
	2	679.7	13	676.98
	3	679.7	13	676.98
	4	680.0	13	676.98
	5	680.4	13	676.98

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

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.

Lot Addresses 0000

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

Location Map

R-14-E

NORTH

T 19 N

Section 36

Tulsa County

2.0557 Acres - 9 Lots

APPROVED 9-6-05 by the City Council of the City of Broken Arrow, Oklahoma.

J. Wade McCalep Jr. JP
Mayor

Attest: City Clerk

8-29-07

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY SEAL

Fairway Park II

PT 03-126/DN 03-187 Sheet 1 of 2

G:\03-053\Fairway Park II\Final\Final FPII 03-053.dwg 08/13/07

P.U.D. 139
FAIRWAY PARK II

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:

Two tracts 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:

TRACT "A"

Beginning at the most Easterly corner of Lot 41, Block 4, "Fairway Park", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5853, as filed in the records of the Tulsa County Clerk's office;

Thence N 56°08'24" W along the Northeasterly line of Lot 41, Block 4 a distance of 136.55 feet to the most Northerly corner of Lot 41, Block 4, "Fairway Park";

Thence along the Easterly right of way of North 16th Street and along a non-tangent curve to the right with an initial tangent bearing of N 33°51'36" E, a central of 25°33'07", a radius of 290.00 feet and an arc length of 129.33 feet;

Thence N 59°24'43" E along the Easterly right of way of North 16th Street a distance of 160.51 feet to a tangent curve to the left;

Thence along the Easterly right of way of North 16th Street and along a tangent curve to the left with a central angle of 18°27'35", a radius of 175.00 feet and an arc length of 56.38 feet to the most Westerly corner of Lot 40, Block 4, "Fairway Park";

Thence S 49°02'52" E along the Southwesterly line of Lot 40, Block 4, "Fairway Park" a distance of 115.82 feet to the most Southerly corner of Lot 40, Block 4, "Fairway Park";

Thence S 37°22'41" W a distance of 99.42 feet;

Thence S 64°11'01" W a distance of 177.51 feet;

Thence S 29°53'09" W a distance of 57.16 feet to the "Point of Beginning".

AND

TRACT "B"

Beginning at the most Easterly corner of Lot 31, Block 4, "Fairway Park";

Thence N 62°18'16" W along the Northeasterly line of Lot 31, Block 4, "Fairway Park" a distance of 127.40 feet to the most Northerly corner of Lot 31, Block 4, "Fairway Park";

Thence along the Easterly right of way of North 17th Street and along a non-tangent curve to the left with an initial tangent bearing of N 27°41'44" E, a central angle of 05°38'36", a radius of 775.00 feet and an arc length of 76.33 feet;

Thence N 22°03'08" E along the Easterly right of way of North 17th Street a distance of 148.07 feet to a tangent curve to the left;

Thence along the Easterly right of way of North 17th Street and a tangent curve to the left with a central angle of 10°22'44", a radius of 595.00 feet and an arc length of 107.78 feet to the Southwest corner of Lot 30, Block 4, "Fairway Park";

Thence S 78°19'36" E along the Southerly line of Lot 30, Block 4, "Fairway Park" a distance of 140.30 feet to the Southeast corner of Lot 30, Block 4, "Fairway Park";

Thence S 00°02'14" E a distance of 4.61 feet;

Thence S 22°00'07" W a distance of 277.99 feet;

Thence S 26°47'29" W a distance of 87.32 feet to the "Point of Beginning".

Said tracts contain 89,545 square feet or 2.0557 acres.

The non-astronomic bearings for said tracts are based on a recorded plat 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 recorded plat thereof, Plat No. 5853, as filed in the records of the Tulsa County Clerk's office.

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

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements
The Owner/Developer does hereby 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.

1.2 Underground Service

1.2.1 Overhead poles may be located along the perimeter of the subdivision as necessary, if located in utility easements, for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

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

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have fight of access to all such easements shown on the plat to the subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

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

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

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

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all 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.

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

1.4 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 permil 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 sub-section E shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.5 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 II 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 covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 Use of Land
The development of Fairway Park II 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.

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

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

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

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

2.2.2.3 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.

2.2.2.4 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.

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

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

2.2.4 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.

2.2.3 Reserve A
Reserve A 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 Reserve A shall be the responsibility of the Homeowners' Association.

2.2.4 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. 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.

2.2.5 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 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.

3.1 Architectural Committee - Plan Review
3.1.1 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.

3.1.2 The Architectural Committees 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 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.

3.1.3 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.

3.2 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.

3.3 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.

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

3.5 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.

3.6 Windows
Aluminum windows having a mill finish are prohibited.

3.7 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.

3.8 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.

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

3.10 Outbuildings
Outbuildings are prohibited.

3.11 Swimming Pools
Above ground swimming pools are prohibited.

3.12 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 Area.

3.13 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.

3.14 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.

3.15 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.

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

3.17 Clotheslines
Exposed clothesline poles or other outside drying apparatus are prohibited.

3.18 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.

3.19 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 II for the United States Postal Service, all mailbox pedestals shall conform in design to a specific plan to be approved by the Architectural Committee.

3.20 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.

3.21 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.

3.22 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.

3.23 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.

3.24 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

4.1 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 II.

4.2 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 appurtenant 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.

4.3 Covenant 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 II. 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.

4.4 Enforcement Rights of the Association
Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants 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

5.1 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. 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 covenants 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 covenants and the enforcement rights pertaining thereto. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants 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 covenant, 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 covenants 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 covenant, 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 covenants 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.

5.2 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.

5.3 Amendment
The covenants contained within Section I. 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 covenants 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 covenants within Section III. Private Building and Use Restrictions or the covenants 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 Subdivision or alternatively, the covenants 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 Subdivision, 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 provisions of any instrument amending or terminating covenants as above set forth, shall be effective from and after the date it is properly recorded.

5.4 Severability
Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions 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 13th day of August, 007.

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

By _____
Charles L. Ramsay, Jr., Manager

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

This instrument was acknowledged before me this 13th day of August, 2007, by Charles L. Ramsay, Jr., as Manager of Fairway Park Development, L.L.C., an Oklahoma limited liability company.

NOTARY PUBLIC STATE OF OKLAHOMA — Notary Public Oklahoma OFFICIAL SEAL D. SUE MITCHELL Tulsa County

_____
D. Sue Mitchell, Notary Public
Commission No. 01004303 expires March 27, 2009.

CERTIFICATE OF SURVEY

I, J. Wesley Bills, 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 II", 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 13th day of August , 2007.

_____
J. Wesley Bills
Registered Professional Land Surveyor

LAND SURVEYOR — J. WESLEY BILLS L.S. 1135 — 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 13th day of August, 2007, personally appeared J. Wesley Bills, 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.

NOTARY PUBLIC STATE OF OKLAHOMA — Notary Public Oklahoma OFFICIAL SEAL D. SUE MITCHELL Tulsa County

_____
D. Sue Mitchell, Notary Public
Commission No. 01004303 expires March 27, 2009.

BROKEN ARROW OKLAHOMA CITY SEAL TULSA COUNTY

8-29-07

APPROVED 9-6-05 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor _____
Attest: City Clerk

FAIRWAY PARK II
DN 03-187, PT 03-126 Sheet 2 of 2

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