Tulsa County Clerk - Michael Willis
Doc # 6711 Page(s): 5 Recorded 01/24/2017 11:11:17 AM
Receipt # 17-4401 Fees: $30.00

Rabbit Run

Planned Unit Development No. 235

A SUBDIVISION IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	38.12'	18.50'	118°04'30"	N 70°16'35" E	31.73'
C2	7.66'	35.00'	12°32'07"	N 04°58'17" E	7.64'
C3	27.87'	23.00'	69°26'21"	S 05°47'59" W	26.20'
C4	47.44'	65.00'	41°48'56"	N 19°36'41" E	46.39'
C5	47.22'	30.00'	90°10'33"	N 46°23'03" W	42.49'
C6	94.43'	60.00'	90°10'33"	N 46°23'03" W	84.98'
C7	33.16'	23.00'	82°37'02"	N 52°22'45" E	30.37'
C8	33.08'	23.00'	82°25'05"	N 45°06'12" W	30.31'
C9	31.19'	23.00'	77°42'07"	S 41°22'33" E	28.86'
C10	32.69'	165.00'	11°21'05"	N 08°12'02" W	32.64'
C11	31.62'	23.00'	78°46'16"	S 60°11'04" W	29.19'
C12	38.71'	165.00'	13°26'30"	N 27°31'11" E	38.62'
C13	113.37'	135.00'	48°07'01"	N 10°10'56" E	110.07'
C14	35.90'	215.00'	9°34'00"	S 85°12'48" E	35.86'
C15	31.55'	185.00'	9°46'12"	S 85°06'42" E	31.51'
C16	102.32'	235.00'	24°56'48"	S 01°24'10" E	101.51'
C17	46.17'	265.00'	9°58'55"	S 08°53'07" E	46.11'
C18	131.58'	85.00'	88°41'36"	N 45°39'00" W	118.83'
C19	178.02'	115.00'	88°41'36"	N 45°39'00" W	160.77'
C20	122.14'	175.00'	39°59'26"	N 08°55'29" W	119.68'
C21	260.66'	145.00'	102°59'52"	S 52°56'45" E	226.95'
C22	7.85'	5.00'	90°00'12"	S 46°18'18" E	7.07'
C23	7.85'	5.00'	89°59'48"	S 43°41'42" W	7.07'
C24	7.85'	5.00'	89°59'48"	N 43°41'42" E	7.07'
C25	7.85'	5.00'	90°00'12"	N 46°18'18" W	7.07'
C26	13.40'	4.50'	170°38'00"	S 05°59'24" E	8.97'
C27	25.26'	154.50'	9°22'00"	S 84°00'36" W	25.23'
C28	7.85'	5.00'	89°59'48"	N 43°41'42" E	7.07'
C29	7.85'	5.00'	90°00'12"	N 46°18'18" W	7.07'
C30	192.77'	145.00'	76°10'22"	N 27°00'57" W	178.89'
C31	16.35'	60.00'	15°36'37"	N 09°06'42" W	16.30'
C32	32.43'	18.50'	100°26'56"	N 76°14'52" W	28.44'
C33	12.94'	30.00'	24°43'00"	N 13°39'54" W	12.84'
C34	47.05'	30.00'	89°51'23"	N 43°37'18" E	42.37'
C35	28.34'	30.00'	53°07'00"	S 64°23'31" E	27.29'
C36	94.10'	60.00'	89°51'23"	N 43°37'18" E	84.75'
C37	29.34'	18.50'	90°51'43"	S 08°05'50" W	26.36'
C38	32.81'	23.00'	81°43'56"	N 79°34'50" W	30.10'
C39	55.22'	60.00'	52°44'09"	S 65°04'57" E	53.30'
C40	42.39'	23.00'	105°36'37"	S 35°53'18" W	36.64'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C41	108.33'	176.50'	35°09'56"	S 71°06'38" W	106.64'
C42	34.85'	23.00'	86°48'51"	S 44°42'38" E	31.61'
C43	228.55'	49.00'	267°14'20"	N 45°30'07" E	70.95'
C44	140.67'	175.00'	46°03'18"	S 81°25'02" E	136.91'
C45	102.71'	215.00'	27°22'20"	S 89°14'29" W	101.74'
C46	88.38'	185.00'	27°22'20"	S 89°14'29" W	87.54'
C47	176.75'	205.00'	49°23'58"	N 78°13'39" E	171.32'
C48	177.91'	235.00'	43°22'33"	N 81°14'25" E	173.68'
C49	7.85'	5.00'	90°00'00"	S 46°28'19" E	7.07'
C50	7.85'	5.00'	90°00'00"	S 43°31'41" W	7.07'
C51	7.85'	5.00'	90°00'00"	N 43°31'41" E	7.07'
C52	7.85'	5.00'	90°00'00"	N 46°28'19" W	7.07'
C53	28.13'	23.00'	70°05'15"	S 86°33'59" W	26.41'
C54	10.22'	30.00'	19°31'09"	S 78°46'07" W	10.17'
C55	55.01'	60.00'	52°31'59"	S 62°15'42" W	53.11'
C56	36.61'	23.00'	91°12'13"	N 81°35'49" E	32.87'
C57	41.64'	18.50'	128°56'57"	S 04°32'04" W	33.39'
C58	7.71'	5.00'	88°18'53"	N 29°53'31" E	6.97'
C59	30.81'	165.00'	10°41'49"	S 08°55'00" E	30.76'
C60	6.95'	2.50'	159°20'30"	N 41°21'40" E	4.92'
C61	17.54'	99.00'	10°09'12"	S 53°53'30" E	17.52'
C62	17.99'	5.25'	196°21'27"	S 49°21'50" W	10.39'
C63	16.45'	161.00'	5°51'09"	S 35°23'01" E	16.44'
C64	25.86'	99.00'	14°57'56"	S 08°57'17" E	25.79'
C65	32.44'	23.00'	80°49'26"	N 24°50'39" E	29.82'
C66	29.52'	120.00'	14°05'45"	S 08°31'11" E	29.45'
C67	7.81'	5.00'	89°30'48"	S 61°11'39" E	7.04'
C68	28.42'	23.00'	70°47'22"	N 81°53'50" W	26.64'
C69	38.96'	120.00'	18°35'59"	S 55°48'09" E	38.78'
C70	7.85'	5.00'	90°00'00"	S 43°31'41" W	7.07'
C71	7.67'	5.00'	87°54'13"	N 47°31'12" W	6.94'
C72	125.42'	140.00'	51°19'45"	S 27°08'12" E	121.27'
C73	18.92'	23.00'	47°07'16"	S 85°17'21" E	18.39'
C74	27.36'	115.00'	13°37'48"	S 77°57'55" W	27.29'
C75	38.35'	115.00'	19°06'19"	S 08°15'49" W	38.17'
C76	18.92'	23.00'	47°07'16"	N 05°44'39" W	18.39'
C77	127.69'	85.00'	86°04'10"	S 41°44'44" W	116.02'
C78	106.89'	41.50'	147°34'34"	S 44°29'00" W	79.70'
C79	63.56'	165.00'	22°04'20"	N 73°44'39" E	63.17'
C80	46.00'	135.00'	19°31'27"	N 75°01'06" E	45.78'

Subdivision Statistics

SUBDIVISION CONTAINS ONE HUNDRED TWELVE (112) LOTS IN ELEVEN BLOCKS (11) AND SEVENTEEN (17) RESERVE AREAS:

BLOCK 1	11 LOTS
BLOCK 2	13 LOTS
BLOCK 3	12 LOTS
BLOCK 4	7 LOTS
BLOCK 5	4 LOTS
BLOCK 6	5 LOTS
BLOCK 7	36 LOTS
BLOCK 8	4 LOTS
BLOCK 9	5 LOTS
BLOCK 10	5 LOTS
BLOCK 11	10 LOTS

GROSS SUBDIVISION AREA:
1,195,345 SF / 27.44 ACRES

Owner / Developer

SPECTACULAR HOMES, LLC
11063-D SOUTH MEMORIAL DRIVE, #446
TULSA, OKLAHOMA 74133
PHONE: (405) 902-5292
MR. R.D. MADDOX

Engineer/Surveyor

COWAN GROUP ENGINEERING, LLC
5416 SOUTH YALE AVENUE, SUITE 210
TULSA, OKLAHOMA 74135
PHONE: (918) 949-6171
FAX: (918) 949-6174
barrick@cowangroup.co
C.A. # 6414 EXPIRES 6-30-2018

Basis of Bearings

NORTHERLY LINE OF NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) BEING S 88°31'41" W.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 1/2" X 18" STEEL PIN WITH A PLASTIC CAP STAMPED "COWAN GRP CA 6414" OR A 2 ½" MAG NAIL W/ WASHER STAMPED "COWAN GROUP CA 6414".

ADS Benchmark

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "13", SET SOUTHWEST OF THE INTERSECTION OF 101ST STREET AND GARNETT ROAD. ELEVATION = 633.312' (NAVD 1988)

Notes

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

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

ALL STREETS SHOWN HEREON ARE PRIVATE AND WILL BE MAINTAINED BY THE OWNER OF RESERVE 'S'.

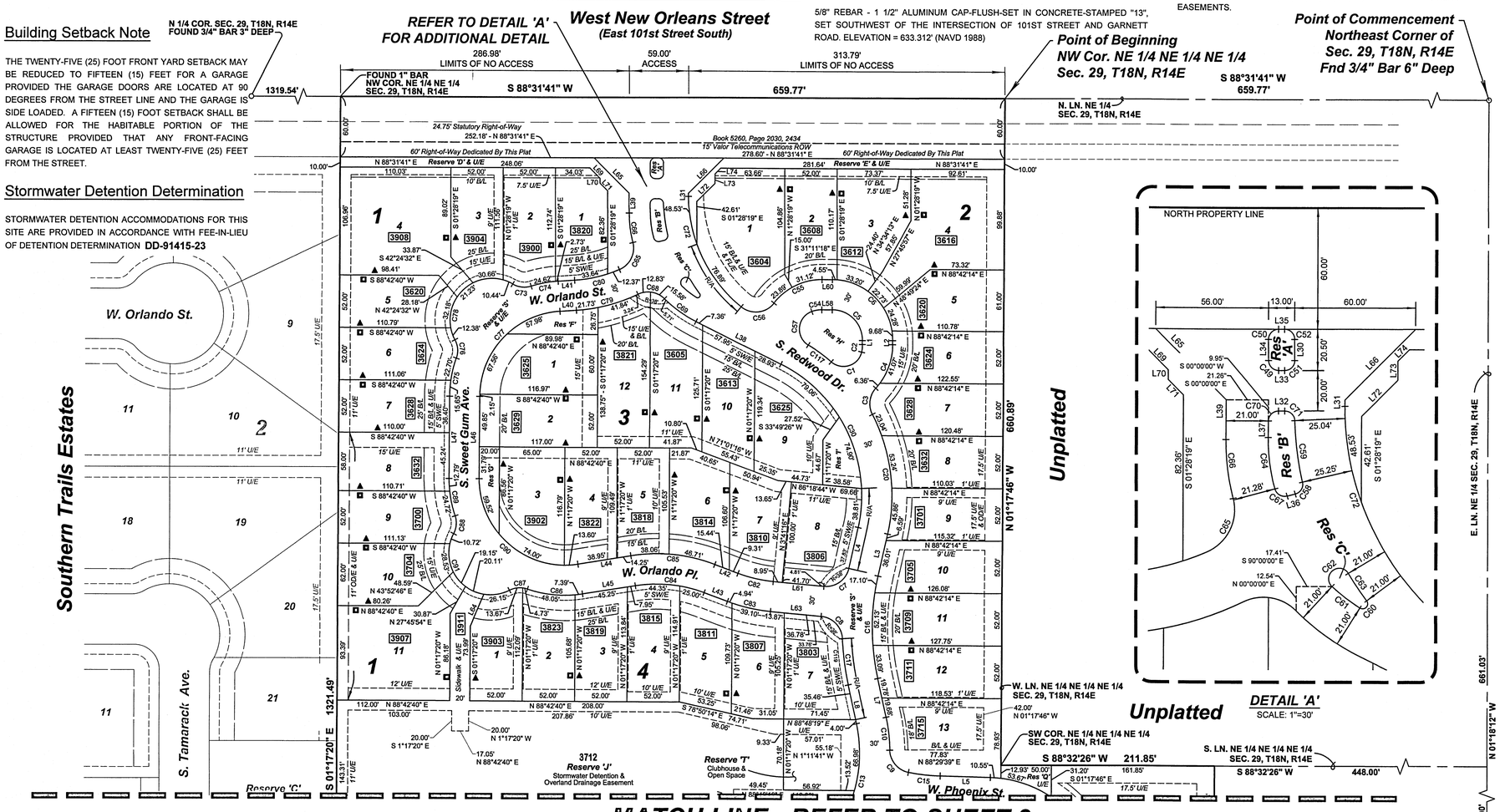
ALL RESERVE AREAS 'A', 'B', 'C', 'H', 'N', 'O', 'P', 'S' AND 'U' ARE UTILITY EASEMENTS.

Building Setback Note

THE TWENTY-FIVE (25) 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 LOCATED AT LEAST TWENTY-FIVE (25) FEET FROM THE STREET.

Stormwater Detention Determination

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION **DD-91415-23**



Line Table

LINE	BEARING	DISTANCE
L1	N 01°17'46" W	3.97'
L2	S 01°17'46" E	3.97'
L3	S 11°04'14" W	42.61'
L4	N 11°04'14" E	41.60'
L5	S 89°59'48" E	49.91'
L6	N 89°59'48" W	49.91'
L7	S 13°52'35" E	39.46'
L8	S 13°52'35" E	39.46'
L9	N 88°41'36" E	21.58'
L10	N 01°18'12" W	1.00'
L11	N 88°41'36" E	4.75'
L12	S 01°18'12" E	1.00'
L13	S 88°41'36" W	4.75'
L14	S 01°18'12" E	1.00'
L15	N 88°41'36" E	16.83'
L16	S 88°41'36" W	41.24'
L17	N 88°41'36" E	65.07'
L18	N 01°18'24" W	14.98'
L19	S 53°31'40" W	46.19'
L20	N 88°32'59" E	18.01'
L21	N 88°32'59" E	18.01'
L22	N 01°18'24" W	14.98'
L23	S 53°31'40" W	138.58'
L24	S 77°04'21" E	57.01'
L25	S 77°04'21" E	57.01'
L26	N 75°33'19" E	73.92'
L27	N 75°33'19" E	73.92'
L28	N 01°18'12" W	149.19'
L29	S 01°18'12" E	77.66'
L30	N 01°28'19" W	10.50'
L31	S 01°28'19" E	3.16'
L32	S 88°31'41" W	3.11'
L33	N 88°31'41" E	3.00'
L34	S 01°28'19" E	10.50'
L35	S 88°31'41" W	3.00'
L36	N 74°02'57" E	4.16'
L37	S 01°28'19" E	8.19'
L38	N 65°06'08" W	94.24'
L39	S 01°28'19" E	19.81'
L40	S 84°46'49" W	16.36'
L41	S 84°46'49" W	16.36'
L42	S 71°01'16" E	24.75'
L43	S 71°01'16" E	24.75'
L44	N 79°32'34" E	53.20'
L45	N 79°32'34" E	53.20'
L46	S 01°17'20" E	81.63'
L47	S 01°17'20" E	81.63'
L48	S 01°26'50" E	103.14'
L49	N 01°26'50" W	103.14'
L50	S 09°05'42" E	31.77'
L51	S 09°05'42" E	31.77'
L52	S 05°50'22" W	31.28'
L53	S 05°50'22" W	31.28'
L54	N 88°33'10" E	128.82'
L55	S 88°33'10" W	121.22'
L56	N 88°33'10" E	128.82'
L57	S 88°33'10" W	121.22'
L58	S 88°31'41" W	10.28'
L59	S 34°14'26" W	114.39'
L60	N 88°31'41" E	10.28'
L61	S 86°18'44" E	50.65'
L62	S 34°14'26" W	114.39'
L63	S 86°18'44" E	50.65'
L64	S 21°42'11" W	34.24'
L65	S 46°28'19" E	49.50'
L66	N 43°31'41" E	49.50'
L67	N 43°41'42" E	49.50'
L68	S 46°18'18" E	49.50'
L69	S 46°28'19" E	14.69'
L70	S 01°28'19" E	4.80'
L71	S 46°28'19" E	10.72'
L72	S 43°31'41" W	25.39'
L73	S 01°28'19" E	9.52'
L74	S 43°31'41" W	7.99'
L75	N 43°41'42" E	36.87'
L76	N 88°41'36" E	29.51'
L77	S 01°18'24" E	6.23'
L78	N 09°03'42" E	21.56'

R 14 E
(EAST 101ST STREET SOUTH)
WEST NEW ORLEANS STREET
LOCATION
SOUTH GARNETT ROAD
SOUTH OLIVE AVENUE (SOUTH 129TH EAST AVENUE)
T 18 N
29
WEST FLORENCE STREET
(EAST 111TH STREET SOUTH)

Location Map

SCALE: 1"=2000'

Scale: 1" = 60'
0 30 60 120

Legend

B/L -- BUILDING SETBACK LINE
OD/E -- OVERLAND DRAINAGE EASEMENT
R/A -- RESTRICTED ACCESS
RES -- RESERVE AREA
SW/E -- SIDEWALK EASEMENT
U/E -- UTILITY EASEMENT
13308 -- PROPERTY ADDRESS
A/E -- ACCESS EASEMENT
FL/E -- FENCE AND LANDSCAPE EASEMENT
-- 9' BUILDING LINE
▲ -- 1' BUILDING LINE

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 $24,688.00 per trust receipt no.14739 to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes in full but is given in order that this plat may be filed of record. 2017 taxes may exceed the amount of the security deposit.

Dated: 01/24/2017
Dennis Semler
Tulsa County Treasurer
By: _____
Deputy

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, PAT KEY, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, 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 _____, 2016.

PAT KEY, TULSA COUNTY CLERK

_____
DEPUTY

APPROVED April 21, 2015 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR _____

ATTEST: CITY CLERK _____

PT15-105
Rabbit Run - PUD #235
Sheet 1 of 5
December 27, 2016

Rabbit Run

Planned Unit Development No. 235

A SUBDIVISION IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Scale: 1" = 60'

0 30 60 120

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C81	24.13'	130.00'	10°38'04"	S 86°07'47" E	24.09'
C82	36.03'	135.00'	15°17'28"	S 78°40'00" E	35.92'
C83	44.04'	165.00'	15°17'28"	S 78°40'00" E	43.90'
C84	69.36'	135.00'	29°26'10"	N 85°44'21" W	68.60'
C85	84.77'	165.00'	29°26'10"	N 85°44'21" W	83.84'
C86	55.43'	115.00'	27°37'06"	S 86°38'53" E	54.90'
C87	18.39'	23.00'	45°48'59"	S 84°15'10" W	17.91'
C88	18.39'	23.00'	45°48'59"	N 02°56'00" E	17.91'
C89	37.50'	115.00'	18°41'08"	S 10°37'55" E	37.34'
C90	147.12'	85.00'	99°10'06"	S 50°52'24" E	129.43'
C91	104.66'	41.50'	144°29'49"	S 46°24'25" E	79.05'
C92	30.26'	23.00'	75°23'10"	N 64°43'20" E	28.13'
C93	23.91'	190.00'	7°12'41"	S 30°38'05" W	23.90'
C94	25.95'	190.00'	7°49'28"	S 02°27'54" W	25.93'
C95	99.66'	160.00'	35°41'15"	S 16°23'48" W	98.06'
C96	34.88'	23.00'	86°53'02"	N 37°03'53" W	31.63'
C97	25.78'	135.00'	10°56'26"	N 85°58'37" W	25.74'
C98	39.92'	165.00'	13°51'45"	N 84°30'57" W	39.82'
C99	104.88'	175.00'	34°20'16"	S 18°36'58" E	103.32'
C100	59.76'	115.00'	29°46'29"	N 73°39'56" E	59.09'
C101	93.71'	145.00'	37°01'49"	N 70°02'16" E	92.09'
C102	37.96'	23.00'	94°33'47"	N 11°29'48" E	33.80'
C103	19.41'	23.00'	48°20'30"	S 86°55'51" E	18.84'
C104	39.45'	115.00'	19°39'17"	S 78°43'32" W	39.26'
C105	144.86'	85.00'	97°38'52"	S 39°43'45" W	127.96'

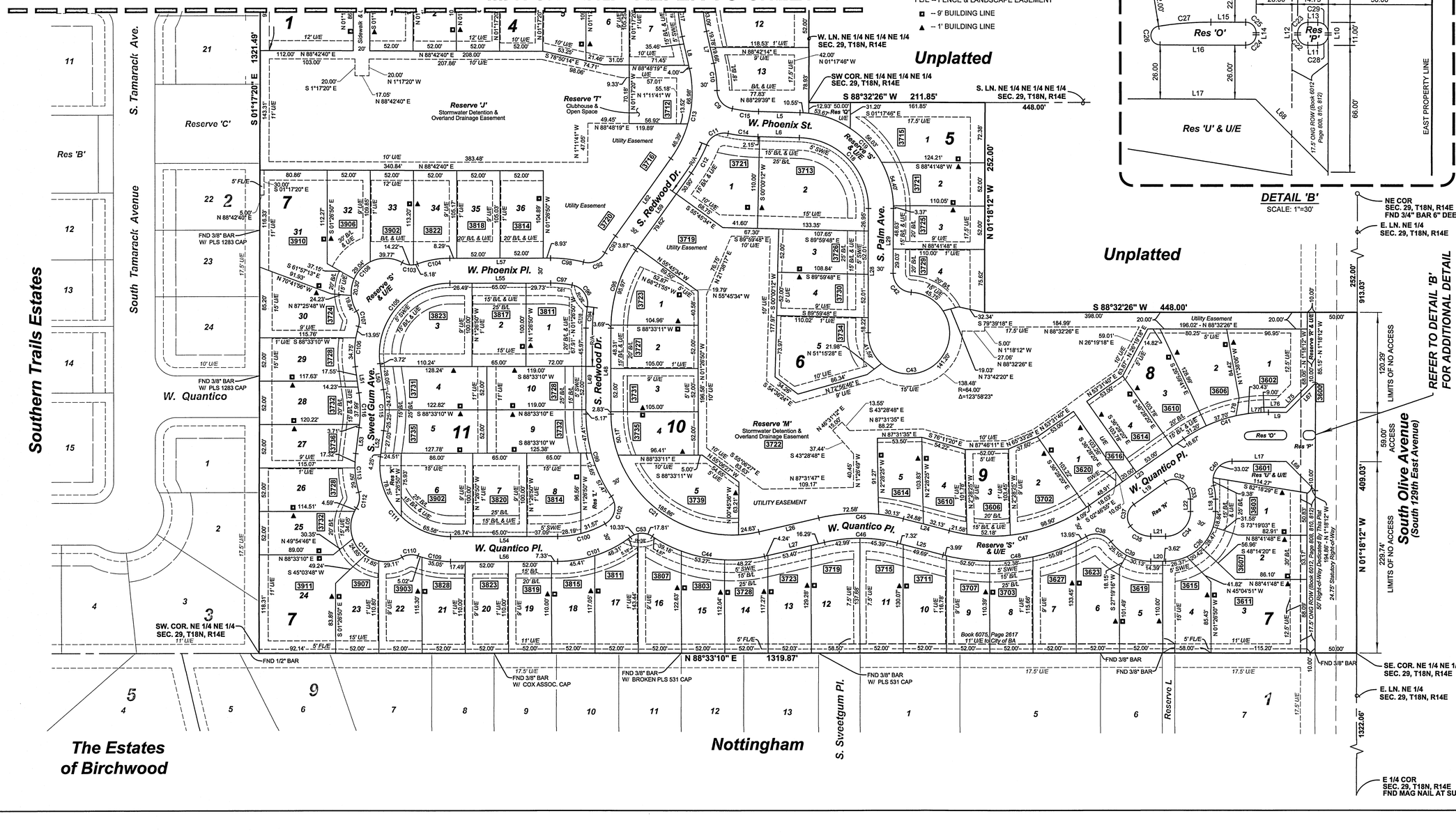
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C106	48.70'	115.00'	24°15'42"	S 03°02'10" W	48.33'
C107	19.41'	23.00'	48°20'30"	N 09°00'14" W	18.84'
C108	108.95'	41.50'	150°24'53"	S 42°01'57" W	80.25'
C109	40.07'	115.00'	19°57'46"	S 81°27'57" E	39.87'
C110	19.77'	23.00'	49°14'34"	S 83°53'39" W	19.16'
C111	144.33'	85.00'	97°17'11"	S 42°48'14" E	127.60'
C112	19.77'	23.00'	49°14'34"	N 07°08'10" E	19.16'
C113	46.82'	115.00'	23°19'29"	S 05°49'23" E	46.49'
C114	110.45'	41.50'	152°29'05"	S 44°29'06" E	80.62'
C115	49.52'	190.00'	14°56'03"	N 01°37'40" W	49.38'
C116	41.70'	160.00'	14°56'03"	N 01°37'40" W	41.59'
C117	28.26'	175.00'	9°15'14"	N 55°18'47" W	28.23'
C118	22.22'	195.00'	6°31'48"	S 01°49'04" W	22.21'
C119	43.17'	270.00'	9°09'42"	N 09°17'43" W	43.13'

Building Setback Note

THE TWENTY-FIVE (25) 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 LOCATED AT LEAST TWENTY-FIVE (25) FEET FROM THE STREET.

Legend

B/L -- BUILDING SETBACK LINE
OD/E -- OVERLAND DRAINAGE EASEMENT
R/A -- RESTRICTED ACCESS
RES -- RESERVE AREA
SW/E -- SIDEWALK EASEMENT
U/E -- UTILITY EASEMENT
13308 PROPERTY ADDRESS
A/E -- ACCESS EASEMENT
FL/E -- FENCE & LANDSCAPE EASEMENT
-- 9' BUILDING LINE
-- 1' BUILDING LINE


MATCH LINE - REFER TO SHEET 1
Unplatted
Unplatted
W. LN. NE 1/4 NE 1/4 NE 1/4 SEC. 29, T18N, R14E
SW COR. NE 1/4 NE 1/4 NE 1/4 SEC. 29, T18N, R14E
S. LN. NE 1/4 NE 1/4 NE 1/4 SEC. 29, T18N, R14E
448.00'
S 88°32'26" W 211.85'
S 88°32'26" W 448.00'
Reserve 'C'
Reserve 'J' Stormwater Detention & Overland Drainage Easement
Reserve 'T' Clubhouse & Open Space
Reserve 'M' Stormwater Detention & Overland Drainage Easement
Res 'B'
Res 'R' & U/E
Res 'O'
Res 'P'
Res 'U' & U/E
Res 'W'
Reserve 'S' & U/E
Reserve 'L'
W. Phoenix St.
W. Phoenix Pl.
S. Redwood Dr.
S. Palm Ave.
W. Quantico Pl.
W. Quantico
S. Sweetgum Ave.
S. Sweetgum Pl.
S. Tamarack Ave.
South Tamarack Avenue
Southern Trails Estates
The Estates of Birchwood
Nottingham
UTILITY EASEMENT
Utility Easement
W. Quantico Pl.
S. Quantico Pl.
W. Quantico Pl.
W. Quantico Pl.
W. Quantico Pl.
S. Quantico Pl.
W. Quantico Pl.
W. Quantico Pl.
W

Rabbit Run

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SPECTACULAR HOMES, LLC, AN 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 PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE S 88° 31' 41" W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 659.77 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING S 88° 31' 41" W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 659.77 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE/4) AND THE NORTHEAST CORNER OF "SOUTHERN TRAILS ESTATES" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED AS PLAT NO. 6060 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE S 01° 17' 20" E, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4), A DISTANCE OF 1321.49 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE/4) AND THE SOUTHEAST CORNER OF SAID "SOUTHERN TRAILS ESTATES" AND A POINT ON THE NORTH LINE OF "NOTTINGHAM" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED AS PLAT NO. 5303 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE N 88° 33' 10" E, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) AND THE NORTH LINE OF SAID "NOTTINGHAM", A DISTANCE OF 1319.87 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE4 NE/4) AND THE NORTHEAST CORNER OF SAID "NOTTINGHAM"; THENCE N 01° 18' 12" W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4), A DISTANCE OF 409.03 FEET; THENCE S 88° 32' 26" W, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4), A DISTANCE OF 448.00 FEET; THENCE N 01° 18' 12" W, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER (NE/4), A DISTANCE OF 252.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4); THENCE S 88° 32' 26" W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4), A DISTANCE OF 211.85 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4); THENCE N 01° 17' 46" W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4), A DISTANCE OF 660.89 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4) AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 27.44 ACRES / 1,195,345 SQUARE FEET.

THE BASIS OF BEARINGS FOR SAID TRACT IS S 88° 31' 41" W, ALONG THE NORTH LINE OF NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

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 UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PRIVATE USE THE PRIVATE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT IN RESERVE 'S'. IN ADDITION, RESERVE 'S' SHALL BE DESIGNATED AS UTILITY EASEMENTS. THE OWNER FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING 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 OF RESERVE 'S' SHALL BE RESPONSIBLE FOR 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 'S' HEREBY 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

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER 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 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, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. 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.

3. 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.

4. 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.

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

C. 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 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.
2. 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.
3. 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

1. 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.

2. 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 MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

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 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.

4. 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.

5. 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.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D 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. STORM WATER DETENTION AND PRIVATE STORM SEWERS

1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, AND ESTABLISH, A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'J' (HEREINAFTER REFERRED TO AS "DETENTION EASEMENT AREA 1") AND ON, OVER AND ACROSS RESERVE AREA 'M' (HEREINAFTER REFERRED TO AS "DETENTION EASEMENT AREA "2") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREA 'J' AND RESERVE AREA 'M' SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

3. DETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V (THE "HOMEOWNERS' ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

   a. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

   b. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

   c. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

   d. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THE PORTION OF THE COSTS CALCULATED BY DIVIDING THE TOTAL COSTS BY THE TOTAL NUMBER OF LOTS REPRESENTED BY THE HOMEOWNERS' ASSOCIATION.

   e. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

4. RESERVE AREA 'J' AND RESERVE 'M' ARE CORPS OF ENGINEERS REGULATED WATER WAY AREAS. ALL WORK IN THESE RESERVES IS TO BE DONE ONLY PER THE APPROVED PERMIT SWT-2015-100 DATED JUNE 30, 2015. ANY SUBSEQUENT REVISIONS, MODIFICATIONS, ETC. WILL REQUIRE APPROVAL OF THE CORPS OF ENGINEERS AND SUBSEQUENT APPROVAL BY THE CITY OF BROKEN ARROW.

5. PRIVATE STORM LINES SHALL BE DEFINED AS THOSE SHOWN AS 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', AND 'N' ALONG WITH THE 8'X8' CONCRETE BOX LOCATED BETWEEN RESERVE 'J' AND RESERVE 'M' AS DESIGNATED ON THE APPROVED "NO EXCEPTIONS TAKEN" PAVING, GRADING, EROSION CONTROL AND STORM SEWER PLANS DATED 12/13/2015. THE OWNER WILL BE RESPONSIBLE FOR ALL MAINTENANCE, OPERATION, AND REPAIR OF ALL PRIVATE STORM SEWER LINES WITHIN THE SUBDIVISION.

6. PRIVATE STORM LINES 'F' AND 'N' AS DESIGNATED ON THE APPROVED "NO EXCEPTIONS TAKEN" PAVING, GRADING, EROSION CONTROL AND STORM SEWER PLANS DATED 12/13/2015 ARE PROVIDED TO ALLOW FOR UNDEVELOPED STORM WATER FLOW FROM OFFSITE PROPERTIES. UPON FUTURE DEVELOPMENT OF THE OFFSITE PROPERTY DRAINING TO PRIVATE STORM LINES 'F' AND 'N' A DIRECT CONNECTION TO THESE STORM LINES WILL ALLOWED BY THE OWNER TO CONVEY EXISTING CONDITIONS PEAK STORM WATER FLOWS IN A PRE-DEVELOPED STAGE FROM THESE OFFSITE PROPERTIES.

F. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "ODE" OR "OVERLAND DRAINAGE EASEMENT" 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 SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, STATE OF 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 OF BROKEN ARROW, STATE OF OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LAND UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT ITS COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA. IN THE EVENT THE OWNER OF THE LAND 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 CITY OF BROKEN ARROW, STATE OF 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 OF THE LAND. 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, STATE OF OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LAND OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED 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 INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY 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 BROKEN 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 OF INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

H. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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 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 FORTH IN THIS PARAGRAPH H SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

I. ROOF DRAINS

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

J. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST NEW ORLEANS AND 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 AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

K. 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.

Section II. Planned Unit Development Restrictions

WHEREAS, RABBIT RUN WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD NO. 235) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 21, 2015, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON APRIL 21, 2015; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND 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.

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.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

PUD 235 SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE SINGLE-FAMILY RESIDENTIAL-3 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 APRIL 21, 2015.

C. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA A - SINGLE FAMILY LOTS

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-3 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.

MAXIMUM NUMBER OF LOTS:	115
MINIMUM LOT FRONTAGE:	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 MAILBOXES FOR THE OVERALL PARCEL ARE CONGREGATED IN CENTRALIZED

C. DEVELOPMENT STANDARDS (CONTINUED)

1. DEVELOPMENT AREA A - SINGLE FAMILY LOTS (CONTINUED)

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 PLAT.

SIDE 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 THE OPEN SPACE PARK 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.

PRIVATE STREETS:

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

ENTRY GATES:

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

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 THE ENTRANCE FROM NEW ORLEANS STREET AND 48 SQUARE FEET OF DISPLAY SURFACE AREA ON EACH SIDE OF THE ENTRANCE FROM OLIVE AVENUE. THE TOTAL ENTRY IDENTIFICATION SIGNAGE AT EACH SUCH ENTRY WILL NOT EXCEED 96 SQUARE FEET OF DISPLAY SURFACE AREA

ACCESS AND CIRCULATION:

ENTRY INTO RABBIT RUN WILL BE VIA NEW ORLEANS STREET AND OLIVE AVENUE. WITHIN THE SUBDIVISION, ACCESS WILL BE BY PRIVATE STREETS. THE PRIVATE STREETS WILL BE CONSTRUCTED TO CITY OF BROKEN ARROW STANDARDS WITHIN A THIRTY (30) FOOT WIDE RESERVE AREA. OWNERSHIP OF THE PRIVATE STREETS WILL BE TRANSFERRED TO THE HOME OWNERS ASSOCIATION. AFTER TRANSFER, THE PRIVATE STREETS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

SIDEWALKS WILL BE CONSTRUCTED ALONG ONE SIDE OF THE PRIVATE STREETS IN THE LOCATIONS SHOWN ON THE ACCESS AND CIRCULATION PLAN WITHIN THE APPROVED PLANNED UNIT DEVELOPMENT.

LANDSCAPING AND SCREENING PLAN:

THE PROJECT WILL BE EXTENSIVELY LANDSCAPED AND WILL BE SCREENED BY A 6 FOOT HIGH DECORATIVE SCREENING WALL ON THE NORTH BOUNDARY ALONG NEW ORLEANS STREET, ON THE EAST BOUNDARY ALONG OLIVE AVENUE. ALONG THE COMMERCIAL AREA ALONG THE NORTH AND EAST BOUNDARY LINES (EXCEPT WHERE THE SAME IS UNDEVELOPABLE BECAUSE OF STORMWATER IMPACTS) THERE WILL BE AN 8 FOOT HIGH WOOD FENCE. A 6 FOOT HIGH WOOD SCREENING FENCE WILL BE PROVIDED ALONG THE WEST AND SOUTH BOUNDARY LINES AS SHOWN ON THE APPROVED LANDSCAPING AND SCREENING PLAN. A 10 FOOT WIDE RESERVE AREA FOR LANDSCAPING SHALL BE PROVIDED ALONG BOTH NEW ORLEANS STREET AND OLIVE AVENUE. WITHIN THIS 10 FOOT WIDE LANDSCAPE AREA, AT LEAST ONE (1) THREE PER THIRTY (30) LINEAR FEET SHALL NE PROVIDED. ALL TREE SHALL BE MEDIUM TO LARGE TREES EXCEPT WHEN THEY ARE UNDER OVERHEAD LINES..

D. 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.

E. MINOR AMENDMENTS

THE FOREGOING 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 ITS 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.

F. 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 APRIL 21, 2015.

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 WEST NEW ORLEANS STREET, 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 ERECT 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 "FL/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', RESERVE 'K', RESERVE 'L', RESERVE 'M', RESERVE 'N', RESERVE 'O', RESERVE 'P', RESERVE 'Q', RESERVE 'R', RESERVE 'S', RESERVE 'T' AND RESERVE 'U' 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 LIGHTING, 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 OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH 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 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. 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 INSTRUMENT. 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 DETACHED 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 6/12.

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 REASONABLY 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. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. 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 NOT 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

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

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, AND 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 SIGNAGE (MAXIMUM 3/4 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 MAY 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 UNITED STATES POSTAL SERVICE (USPS) AND SHALL BE LOCATED IN RESERVE AREA(S).

B. USE OF LOTS (CONTINUED)

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 MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. 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 10:00 P.M. AND 7:00 A.M.

27. 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.

28. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE 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 FOOT 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. Enforcement, Duration, Amendment and Severability

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. 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 VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN 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 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 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 27th DAY OF December, 2016.

SPECTACULAR HOMES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
ROBERT B. MADDOX , MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 27th DAY OF December, 2016, BY ROBERT B. MADDOX AS MANAGER OF SPECTACULAR HOMES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/11/2020

MY COMMISSION NUMBER IS: 08001759

JENNIFER CARLTON NOTARY # 08001759 EXP. 02/11/20 STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, RICHARD IMAN, OF COWAN GROUP ENGINEERING, 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 REPRESENTATION 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 OF LAND SURVEYING AS ADOPTED.

_____
RICHARD IMAN
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1939

RICHARD IMAN 1939 LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA 12-27-2016

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 27th DAY OF December, 2016, PERSONALLY APPEARED RICHARD IMAN, 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: 10/20/19

MY COMMISSION NUMBER: 03012940

AMY D. SMITH NOTARY # 03012940 EXP. 10/20/19 STATE OF OKLAHOMA