Tulsa County Clerk - EARLENE WILSON
Doc # 2005119884 Pages 1
Receipt # 822972 10/06/05 15:34:51
Fee 15.00

*0008229720001*

# 5908 Final Plat

# *Washington Lane III*

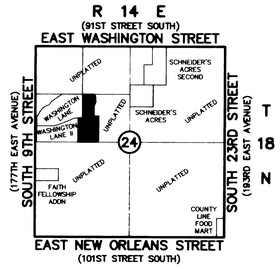
AN ADDITION TO THE CITY OF BROKEN ARROW
TULSA COUNTY, OKLAHOMA
SECTION 24, T-18-N, R-14-E

## P.U.D. No. 135A

**SURVEYOR:**
Benchmark Surveying & Land Services, Inc.
P.O. Box 1078
Owasso, Oklahoma 74055
Phone: (918) 274-9081

**OWNER/DEVELOPER**
Armory, LLC
4500 South Garnett Road
Suite 600
Tulsa, Oklahoma 74146
Phone: (918) 665-1900

**ENGINEER**
Independent Design Consultants, LLC
1520 West Dogwood Street
Rogers, Arkansas 72756
Phone: (479) 621-7837




Location Map
SCALE: 1"=2000'

Scale: 1"=50'

0 25 50 100 150

| | |
|---|---|
| ACC | ACCESS PERMITTED |
| B/L | BUILDING SETBACK LINE |
| D/E | DRAINAGE EASEMENT |
| LNA | LIMITS OF NO ACCESS |
| P/E | PEDESTRIAN EASEMENT |
| R/W | RIGHT-OF-WAY |
| S/E | SIDEWALK EASEMENT |
| U/E | UTILITY EASEMENT |

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 $ 12,674.00 per trust receipt no. 6940 to be applied to 20 05 taxes. This certificate is NOT to be construed as payment of 20 05 taxes in full but is given in order that this plat may be filed on record. 20 05 taxes in full must be paid in the amount of the security deposit.

Dated 06-06-05
Dennis Semler
Tulsa County Treasurer
By: Deputy

SUBDIVISION CONTAINS
53 LOTS IN 1 BLOCK

TOTAL AREA: 13.71 ACRES

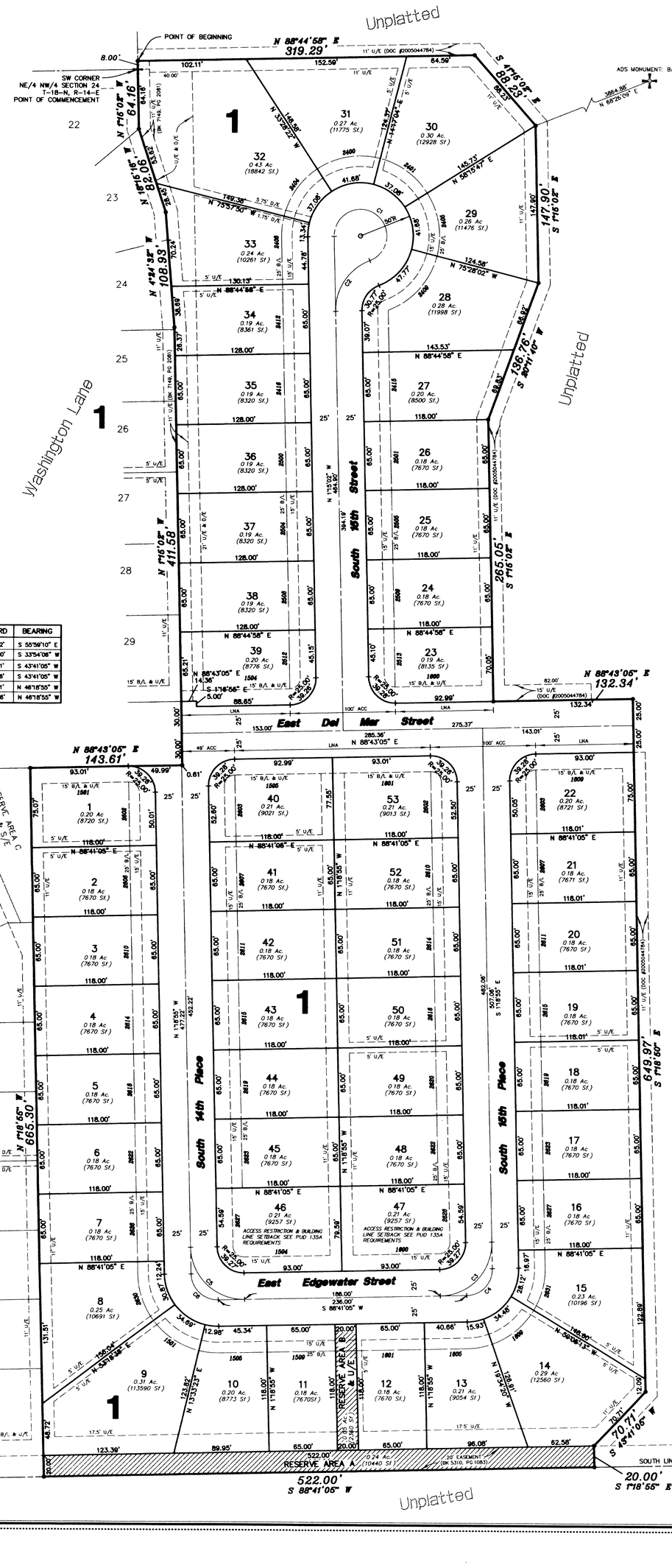
BEARING BASE: STATE PLANE GRID BEARINGS

BENCHMARK: 3/8" IP
NE CORNER OF SW/4 OF NW/4 OF SECTION 24
ELEVATION=706.38
NATIONAL GEODEDIC VERTICAL DATUM OF 1929

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

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH THE CONTRACT AGREEMENT ASSOCIATED WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-72903-50.

MONUMENTATION: 3/8" IRON PINS SET AT ALL PROPERTY CORNERS




Curve Information

| CURVE # | LENGTH | DELTA | RADIUS | CHORD | BEARING |
|---|---|---|---|---|---|
| C1 | 109.31' | 250°31'45" | 25.00' | 40.82' | S 55°59'10" E |
| C2 | 61.74' | 70°45'13" | 50.00' | 57.90' | S 33°54'08" W |
| C3 | 78.54' | 90°00'00" | 50.00' | 70.71' | S 43°41'05" W |
| C4 | 39.27' | 90°00'00" | 25.00' | 35.36' | S 43°41'05" W |
| C5 | 78.54' | 90°00'00" | 50.00' | 70.71' | N 46°18'55" W |
| C6 | 39.27' | 90°00'00" | 25.00' | 35.36' | N 46°18'55" W |

Sanitary Backflow Preventer Valve Table

| BLOCK | LOT | UPSTREAM MANHOLE | FINISHED FLOOR ELEVATION | TOP OF RIM ELEVATION | BPPV(*) |
|---|---|---|---|---|---|
| 1 | 1 | C-3 (PH II) | 714.00 | 715.64 | * |
| | 2 | C-3 (PH II) | 715.32 | 715.64 | * |
| | 3 | C-3 (PH II) | 716.31 | 715.64 | * |
| | 4 | C-4 (PH II) | 718.38 | 722.82 | * |
| | 5 | C-4 (PH II) | 720.50 | 722.82 | * |
| | 6 | C-4 (PH II) | 722.50 | 722.82 | * |
| | 7 | C-5 (PH II) | 724.50 | 729.24 | * |
| | 8 | C-5 (PH II) | 727.50 | 729.24 | * |
| | 9 | C-2 | 728.50 | 730.65 | * |
| | 10 | C-3 | 729.50 | 730.02 | * |
| | 11 | C-4 | 730.50 | 732.06 | * |
| | 12 | C-4 | 730.50 | 732.06 | * |
| | 13 | C-4 | 732.00 | 732.06 | * |
| | 14 | A-13 | 732.00 | 731.98 | * |
| | 15 | A-13 | 731.00 | 731.98 | * |
| | 16 | A-13 | 729.50 | 731.98 | * |
| | 17 | A-13 | 728.00 | 731.98 | * |
| | 18 | A-12 | 726.50 | 726.65 | * |
| | 19 | A-12 | 725.50 | 726.65 | * |
| | 20 | A-12 | 723.50 | 726.65 | * |
| | 21 | A-12 | 721.50 | 726.65 | * |
| | 22 | A-12 | 719.50 | 726.65 | * |
| | 23 | A-9 | 715.57 | 717.40 | * |
| | 24 | A-9 | 714.82 | 717.40 | * |
| | 25 | A-9 | 714.27 | 717.40 | * |
| | 26 | A-9 | 713.62 | 717.40 | * |
| | 27 | A-8 | 712.97 | 714.34 | * |
| | 28 | A-8 | 713.54 | 714.34 | * |
| | 29 | A-7 | 712.34 | 712.83 | * |
| | 30 | A-5 | 712.10 | 708.79 | |
| | 31 | A-5 | 712.00 | 708.79 | |
| | 32 | A-4 | 711.93 | 707.83 | |
| | 33 | A-12 (PH I) | 712.08 | 708.46 | |
| | 34 | A-12 (PH I) | 712.32 | 708.46 | |
| | 35 | A-13 (PH I) | 712.97 | 712.08 | * |
| | 36 | A-13 (PH I) | 713.62 | 712.08 | |
| | 37 | A-13 (PH I) | 714.27 | 712.08 | |
| | 38 | A-13 (PH I) | 714.92 | 712.08 | |
| | 39 | B-2 | 715.57 | 712.68 | |
| | 40 | B-5 | 715.50 | 721.16 | * |
| | 41 | B-5 | 717.00 | 721.16 | * |
| | 42 | B-5 | 718.50 | 721.16 | * |
| | 43 | B-5 | 718.50 | 726.47 | * |
| | 44 | B-5 | 721.50 | 726.47 | * |
| | 45 | B-5 | 723.50 | 726.47 | * |
| | 46 | B-5 | 725.50 | 726.47 | * |
| | 47 | B-5 | 728.00 | 726.47 | * |
| | 48 | B-5 | 727.00 | 726.47 | * |
| | 49 | B-5 | 725.50 | 726.47 | * |
| | 50 | B-5 | 724.50 | 726.47 | * |
| | 51 | B-5 | 722.50 | 721.16 | * |
| | 52 | B-5 | 721.00 | 721.16 | * |
| | 53 | B-5 | 718.50 | 721.16 | * |

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE ELEVATION OF THE UPSTREAM MANHOLE IT SHALL BE THE BUILDERS RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE (BPPV) NEAR THE BUILDING ACCORDING TO BROKEN ARROW REGULATION NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

APPROVED 2-21-05 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor: Richard Carter
Attest: City Clerk
10-4-05

CASE # PT04-116
DEVELOPMENT #04-162
*Washington Lane III*
September 16, 2005
SHEET 1 of 3

11734P1.dwg BENCHMARK SURVEYING & LAND SERVICES, INC

# Final Plat

# *Washington Lane III*

AN ADDITION TO THE CITY OF BROKEN ARROW
TULSA COUNTY, OKLAHOMA
SECTION 24, T-18-N, R-14-E

## P.U.D. No. 135A

## Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:
THAT ARMORY LLC, AN OKLAHOMA COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE REAL ESTATE AND PREMISES HEREINAFTER DESCRIBED, WASHINGTON LANE III SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA, AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE I.B.&.M., TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE/4 OF SAID NW/4 OF SECTION 24, SAID POINT BEING THE NORTHEAST CORNER OF LOT 22, BLOCK 1, WASHINGTON LANE, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N 1°15'02" W ALONG THE WEST LINE OF SAID NE/4 OF NW/4 A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING; THENCE N 88°44'58" E A DISTANCE OF 319.29 FEET; THENCE S 41°15'02" E A DISTANCE OF 88.23 FEET; THENCE S 1°15'02" E A DISTANCE OF 147.90 FEET; THENCE S 20°11'40" W A DISTANCE OF 136.78 FEET; THENCE S 1°15'02" E A DISTANCE OF 265.05 FEET; THENCE N 88°43'05" E A DISTANCE OF 83.01 FEET; THENCE S 1°16'55" E A DISTANCE OF 25.00 FEET; THENCE N 88°43'05" E A DISTANCE OF 49.34 FEET; THENCE S 1°16'50" E A DISTANCE OF 624.97 FEET; THENCE S 43°41'05" W A DISTANCE OF 70.71 FEET; THENCE S 1°16'55" E A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NW/4 OF SECTION 24; THENCE S 88°41'05" W ALONG SAID SOUTH LINE A DISTANCE OF 522.00 FEET TO THE SOUTHEAST CORNER OF WASHINGTON LANE II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N 1°18'55" W ALONG THE EASTERLY BOUNDARY OF SAID WASHINGTON LANE II A DISTANCE OF 865.30 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID WASHINGTON LANE; THENCE N 88°43'05" E ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 143.61 FEET TO THE SOUTHEAST CORNER OF SAID WASHINGTON LANE; THENCE N 1°15'02" W ALONG THE EASTERLY BOUNDARY OF SAID WASHINGTON LANE A DISTANCE OF 411.58 FEET; THENCE N 4°24'32" W ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 108.93 FEET; THENCE N 18°15'16" W ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 82.06 FEET; THENCE N 1°15'02" W LEAVING SAID EASTERLY BOUNDARY A DISTANCE OF 64.16 FEET TO THE POINT OF BEGINNING.

HAS CAUSED THE DESCRIBED REALTY TO BE SURVEYED, STAKED AND PLATTED, AND HAS DESIGNATED THE SAME AS WASHINGTON LANE III, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

### ARTICLE I. DEDICATION OF PUBLIC USE, EASEMENTS, STREETS AND UTILITIES

1.1 ARMORY LLC, (HEREINAFTER SOMETIMES REFERRED TO AS 'DECLARANT' OR 'DEVELOPER') DOES HEREBY DEDICATE FOR PUBLIC USE ALL THE STREETS AS SHOWN ON THE ATTACHED PLAT AND DOES HEREBY GUARANTEE CLEAR TITLE TO ALL THE LAND AREA DESIGNATED ON THE ATTACHED PLAT AS RESERVE A (LIMITS OF NO ACCESS), WHICH MAY BE MODIFIED, AMENDED OR REVISED WITH THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL.

1.2 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE 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. THE 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 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 STREETS AND 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 A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED.

1.3 UNDERGROUND SERVICE

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED TO PUBLIC USE OVER INTERIOR 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 EASEMENTWAYS. OVERHEAD POLE LINES ARE ALLOWED ON THE WEST PERIMETER OF THE SUBDIVISION ADJACENT TO SOUTH 9TH STREET.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, GAS MAIN OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE EXTENDING 2.5 FEET ON EACH SIDE OF SUCH CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, GAS MAIN OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.3 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 WATER AND SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, IS PROHIBITED. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, 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 APPURTENANCES TO INCLUDE, YARD SIDE, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.4 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.5 GAS SERVICE

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

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH THE GAS FACILITIES. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.5 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, THE CITY OF BROKEN ARROW, OKLAHOMA AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.6 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 PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE 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 1.6 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.7 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 MAINTENANCE OF WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.8 RESERVE AREAS DESIGNATED AS SIDEWALK AND UTILITY EASEMENTS

ALL RESERVE AREAS IN WASHINGTON LANE III ARE HEREBY DESIGNATED AS SIDEWALK EASEMENTS AND UTILITY EASEMENTS.

### ARTICLE II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WASHINGTON LANE III WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 135A) AS PROVIDED IN THE REVISED ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (BROKEN ARROW ZONING CODE) AND PUD NO. 135A WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON APRIL 7, 2003, AMENDED BY PUD NO. 135C THAT WAS APPROVED BY THE PLANNING COMMISSION ON JUNE 24, 2004, 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, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND; WHEREAS, THE 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 DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1 USE OF LAND

A. THE DEVELOPMENT OF WASHINGTON LANE III SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF PUD 135A OR AS SUBSEQUENTLY AMENDED.

B. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR SINGLE-FAMILY DETACHED RESIDENCES AND CUSTOMARY ACCESSORY USES AUTHORIZED BY THE BROKEN ARROW ZONING ORDINANCE.

2.2 FRONTING AND ACCESS LIMITATIONS: ANY DWELLING ERECTED ON ANY OF THE LOTS HEREIN SHALL FRONT OR PRESENT A GOOD FRONTAGE ON THE STREETS, AND FOR THIS PURPOSE AS APPLIED TO INSIDE LOTS, IT SHALL MEAN THAT THE DWELLING SHALL FRONT ON THE STREET ADJOINING, AND ON ANY CORNER LOT THE DWELLING SHALL FRONT TOWARDS THE GREATEST BUILDING SETBACK LINE AND SHALL PRESENT A GOOD FRONTAGE ON BOTH STREETS ADJOINING.

2.3 DEVELOPMENT REGULATIONS: LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT REGULATIONS OF ARTICLE VI, SECTION 7 (R-5 MULTI FAMILY RESIDENCE DISTRICT) OF THE BROKEN ARROW ZONING ORDINANCE EXCEPT AS FOLLOWS:

YARD REQUIREMENTS – SINGLE FAMILY DETACHED

SIDE YARDS, BOTH: 10 FEET

SIDE YARDS, ONE: 5 FEET

REAR YARD: A MINIMUM OF 20% OF LOT DEPTH OR 20 FEET, WHICHEVER IS LESS.

ADJACENT TO AN ARTERIAL ROAD: 35 FEET FROM THE ROAD RIGHT-OF-WAY

FOR LOTS WITH TWO SIDES ABUTTING A PUBLIC STREET RIGHT-OF-WAY (EXCLUDING ARTERIAL STREET RIGHT-OF-WAY) THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS-OF-WAY WHICH HAVE NO VEHICULAR ACCESS.

FOR LOTS ON A COLLECTOR STREET AND WITHIN 200 FEET OF AN ARTERIAL STREET, THIS SETBACK WILL BE 25 FEET.

MINIMUM LOT SIZE FOR MULTI FAMILY IN SECTION 7.3 IS DELETED. DWELLING MULTIPLE AS DEFINED IN THE BROKEN ARROW ZONING ORDINANCE IS NOT A PERMITTED USE.

YARD REQUIREMENTS FOR MULTI FAMILY AND MULTI FAMILY ATTACHED IN SECTION 7.5 IS DELETED. DWELLING, MULTIPLE AS DEFINED IN THE BROKEN ARROW ZONING ORDINANCE, IS NOT A PERMITTED USE.

2.4 SIDEWALKS: SIDEWALKS SHALL BE PROVIDED ALONG ALL PUBLIC AND PRIVATE STREETS. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER IN ALL RESERVE AREAS THAT ARE ADJACENT TO A PUBLIC OR PRIVATE STREET. IN SINGLE-FAMILY DETACHED CLUSTER HOME AREAS, A SHARED SIDEWALK WILL BE LOCATED ALONG THE COMMON FRONT YARD LINE. THE ONLY INSTANCE IN WHICH SIDEWALKS ARE EXEMPTED IS ON LOTS THAT ARE ADJACENT TO A RESERVE AREA THAT HAS A TRAIL SYSTEM.

2.5 STREET DESIGN: ALL STREETS, WHETHER PUBLIC OR PRIVATE, SHALL MEET THE CONSTRUCTION STANDARDS OF THE CITY OF BROKEN ARROW.

2.6 LANDSCAPING: A 20-FOOT WIDE LANDSCAPE AREA SHALL BE PROVIDED ALONG WASHINGTON STREET AND 9TH STREET (LYNN LANE). THIS AREA SHALL BE IDENTIFIED AS A RESERVE AREA IN THE PLAT THAT IS OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. LANDSCAPING SHALL BE PROVIDED IN THIS RESERVE AREA IN ACCORDANCE WITH THE ARTICLE VIII, SECTION 19 OF THE ZONING ORDINANCE, EXCEPT THAT ONE TREE SHALL BE PROVIDED FOR EVERY 30 LINEAL FEET OF FRONTAGE. IN ADDITION, TREES SHALL BE PLANTED ALONG THE COLLECTOR STREETS AS THE TRACTS BECOME DEVELOPED THAT FRONT AND/OR BORDER THE COLLECTOR STREET. THE NUMBER OF TREES REQUIRED ALONG THE COLLECTOR STREETS SHALL BE THE SAME AS THAT REQUIRED ALONG AN ARTERIAL STREET.

2.7 FENCING: THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET AND 9TH STREET (LYNN LANE) SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT. MASONRY COLUMNS SHALL BE INCORPORATED INTO THE FENCE AT LEAST EVERY 40 FEET. FENCING ALONG THE ARTERIAL STREETS SHALL BE INSTALLED BY THE DEVELOPER. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREETS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW. THE FENCING ON WASHINGTON STREET AND 9TH STREET (LYNN LANE) MAY BE PLACED IN THE 20 FOOT WIDE LANDSCAPE AND SIDEWALK AREA. ANY OPEN SPACE RESERVE AREA, SUCH AS LAKES, PARKS, ETC. THAT ABUTS AN ARTERIAL STREET OR COLLECTOR STREET AND DOES NOT HAVE TO HAVE ANY FENCING AROUND IT DUE TO THE DESIRE TO KEEP THESE AREAS VISIBLE FROM THE STREET. FENCING WITHIN THE SUB-DIVISION (INCLUDING ALONG THE COLLECTOR STREET) WILL BE OF A UNIFORM STYLE AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. FENCING ALONG THE COLLECTOR WILL BE INSTALLED BY THE BUILDER AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

2.8 RESERVE AREAS: THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.

2.9 ACCESS AND CIRCULATION: THE PROJECT SITE HAS ACCESS FROM WASHINGTON STREET (91ST STREET) AND LYNN LANE (177TH EAST AVENUE). A MINIMUM NUMBER OF INTERSECTIONS WITH EXISTING CITY STREETS ARE PROPOSED. THIS WILL HELP REDUCE TRAFFIC CONFLICTS AND ENHANCE THE CONCEPT OF NEIGHBORHOOD. THE DEVELOPMENT WILL UTILIZE A SYSTEM OF BOTH PUBLIC STREETS AND PRIVATE DRIVES AND ALLEYS TO ACCESS LOTS AND OPEN SPACE. A PEDESTRIAN TRAIL SYSTEM WILL CONNECT RESIDENTIAL AREAS WITH PLANNED OPEN SPACES AND CONNECTIONS TO AN EXTERIOR TRAIL SYSTEM PROPOSED BY THE CITY OF BROKEN ARROW. SOME VARIATION TO FENCING REQUIREMENTS MAY BE NECESSARY TO ENHANCE SECURITY AND ACCESS TO THE PROPOSED TRAIL SYSTEM. NO RESIDENTIAL UNIT SHALL HAVE DIRECT ACCESS ONTO ANY ARTERIAL OR COLLECTOR STREET.

### ARTICLE III. DECLARATION OF PRIVATE DEVELOPMENT RESTRICTIONS

3.1 DECLARATION: DEVELOPER HEREBY DECLARES THAT THE PROPERTY HEREINAFTER DEFINED SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, USES AND OBLIGATIONS, ALL OF WHICH ARE DECLARED AND AGREED TO BE FOR THE PROTECTION OF THE VALUE OF THE PROPERTY AND FOR THE BENEFIT OF PERSONS ACQUIRING INTERESTS THEREIN, SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A BENEFIT AND A BURDEN TO ANY PERSONS ACQUIRING AN INTEREST IN THE PROPERTY, THEIR GRANTEES, SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

### ARTICLE IV. PURPOSE AND PROPERTY AFFECTED

4.1 GENERAL PURPOSE. THIS DECLARATION IS ESTABLISHED TO PROVIDE THAT THE PROPERTY SHALL BE DEVELOPED AND MAINTAINED AS A SINGLE-FAMILY RESIDENTIAL AREA OF THE HIGHEST POSSIBLE QUALITY, VALUE, DESIRABILITY AND ATTRACTIVENESS.

4.2 PROPERTY AFFECTED. THE PROPERTY REFERRED TO HEREIN, WHICH IS HEREBY MADE SUBJECT TO THE PROVISIONS OF THIS DECLARATION, IS DESCRIBED ON THE PLAT.

### ARTICLE V. DEFINITIONS

5.1 ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN ARTICLE VI OF THIS DECLARATION.

5.2 ASSOCIATION. ASSOCIATION SHALL MEAN WASHINGTON LANE III PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.

5.3 BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

5.4 CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) ANY DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, RESERVE AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.

5.5 RESERVE AREAS. RESERVE AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED IN ARTICLE IX HEREOF.

5.6 COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.

5.7 DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.

5.8 DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WASHINGTON LANE.

5.9 LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE RESERVE AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.

5.10 MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

5.11 OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.

5.12 PLAT. PLAT SHALL MEAN THE PLAT OF WASHINGTON LANE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

5.13 PROPERTY. PROPERTY SHALL MEAN THE REAL PROPERTY REFERRED TO IN SECTION 5.12 ABOVE.

### ARTICLE VI. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE DECLARANT DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DECLARANT, ITS SUCCESSORS AND ASSIGNS. THEREFORE, THE DECLARANT DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS AND ASSIGNS.

6.1 NOTWITHSTANDING ANY OF THE FOLLOWING PRIVATE BUILDING AND USE RESTRICTIONS, THE CITY OF BROKEN ARROW BUILDING CODES AND ZONING REGULATIONS SHALL BE THE GOVERNING AUTHORITY. ANY AND ALL CHANGES, AMENDMENTS, OR MODIFICATIONS TO PUD NO. 135A MUST BE APPROVED BY THE APPROPRIATE CITY OF BROKEN ARROW AUTHORITY: PLANNING COMMISSION, BOARD OF ADJUSTMENT, OR DESIGNEE OF INSTANCE. THE OWNER, PRIOR TO CONSTRUCTION, SHALL OBTAIN ALL APPROPRIATE PERMITS, AND ALL SUCH CONSTRUCTION WILL COMPLY WITH THE APPROPRIATE CODES OF THE CITY OF BROKEN ARROW.

6.2 ARCHITECTURAL CONTROL COMMITTEE – PLAN REVIEW:

(A) NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORI

# Final Plat
# *Washington Lane III*

AN ADDITION TO THE CITY OF BROKEN ARROW
TULSA COUNTY, OKLAHOMA
SECTION 24, T-18-N, R-14-E

**P.U.D. No. 135A**

7.9 ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

7.10 VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME WHEN CIRCUMSTANCES SUCH AS TOPOGRAPHY, NATURAL OBSTRUCTIONS OR HARDSHIP MAY REQUIRE. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE.

7.11 DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE VII SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

## ARTICLE VIII. ARCHITECTURAL CONTROL COMMITTEE

8.1 ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION 8.1 TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE AS MAY INTERESTED PERSON.

8.2 ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.

8.3 POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.

8.4 ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY AS PROVIDED IN SECTION 5.4 HEREOF, TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

## ARTICLE IX. FORMATION AND FUNCTIONS OF THE ASSOCIATION

9.1 FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON- PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.

9.2 PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.

9.3 NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.

9.4 RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.

9.5 INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

9.6 MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE THE MASTER ASSOCIATION COMBINED OF WASHINGTON LANE III AND FUTURE SECTIONS OF WASHINGTON LANE III DEVELOPMENT YET TO BE PLATTED. EACH SUB-ASSOCIATION WILL OPERATE UNDER ITS OWN DUES STRUCTURE AND BE ADMINISTERED BY ITS INDIVIDUAL OFFICERS OF WHICH IN THE FUTURE, ONE WILL SERVE AS A REPRESENTATIVE TO THE MASTER ASSOCIATION BOARD.

## ARTICLE X. OPERATION OF THE ASSOCIATION; ASSESSMENTS

10.1 MEMBERSHIP IN THE ASSOCIATION. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE SAME IS IN POSSESSION OF THE CONTRACT VENDEE IS THE PERSON THAT SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

10.2 BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

10.3 CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

10.4 ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION 10.5 HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JANUARY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI- ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER, OR FOUR MONTHS AFTER THE HOME BUILT ON THE LOT HAS BEEN FOR SALE BY THE BUILDER.

10.5 ANNUAL ASSESSMENTS

(A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2005, SHALL BE ONE HUNDRED AND TWENTY DOLLARS ($120) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN 10.5(B) BELOW.

(B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2005 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION 10.5 ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

(C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

10.6 USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE RESERVE AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE RESERVE AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

10.7 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE RESERVE AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

10.8 LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4 %) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

10.9 SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

10.10 NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE RESERVE AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

## ARTICLE XI. PROPERTY RIGHTS

11.1 EASEMENT IN RESERVE AREAS. DECLARANT HEREBY DEDICATES AND CONVEYS TO EACH OWNER A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE RESERVE AREAS; PROVIDED, HOWEVER, NO RESERVE AREAS MAY BE USED FOR GROUP EVENTS OR OTHER GROUP USES EXCEPT AS AUTHORIZED FROM TIME TO TIME BY THE BOARD. SAID RIGHT AND EASEMENT SHALL NOT BE PERSONAL, BUT SHALL BE CONSIDERED TO BE APPURTENANT TO SAID LOTS, WHETHER SPECIFICALLY SET FORTH IN DEEDS TO THE LOTS OR NOT. DECLARANT HEREBY COVENANTS FOR ITSELF, ITS SUCCESSORS AND ASSIGNS THAT IT WILL CONVEY BY SPECIAL WARRANTY DEED, AT SUCH TIME AS DECLARANT NO LONGER OWNS ANY LOT, OR SUCH EARLIER DATE AS DECLARANT SHALL DETERMINE IN ITS SOLE DISCRETION, A FEE SIMPLE TITLE TO THE RESERVE AREAS TO THE ASSOCIATION, FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT ANY CURRENT AD VALOREM OR SPECIAL ASSESSMENT TAXES. THE ASSOCIATION SHALL ACCEPT TITLE TO SUCH RESERVE AREAS, TOGETHER WITH THE RESPONSIBILITY TO PERFORM ANY AND ALL FUNCTIONS AND DUTIES ASSOCIATED THEREWITH, INCLUDING THE RESPONSIBILITY FOR THE PAYMENT OF TAXES AND INSURANCE ON THE RESERVE AREAS AND FOR THE PROPER MAINTENANCE OF THE OPEN SPACES. THE TITLE TO THE RESERVE AREAS VESTED IN THE ASSOCIATION SHALL BE SUBJECT TO THE RIGHTS AND EASEMENTS OF ENJOYMENT IN AND TO SUCH RESERVE AREAS BY ITS MEMBERS.

11.2 DESCRIPTION OF RESERVE AREAS. THE RESERVE AREAS CONSIST OF THE FOLLOWING REAL ESTATE:

(A) RESERVE AREAS AS SHOWN ON THE FINAL PLAT.

(B) EASEMENTS AS SHOWN ON THE FINAL PLAT.

11.3 RESERVATION OF RIGHTS IN RESERVE AREAS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, DECLARANT RESERVES THE RIGHT TO GRANT EASEMENTS WITHIN THE RESERVE AREAS FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, DRAINAGE COURSE, PUBLIC WALKWAYS AND OTHER PUBLIC UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE RESERVE AREAS.

## ARTICLE XII. ADDITIONAL LAND

12.1 ADDITIONAL LAND. DECLARANT MAY FROM TIME TO TIME ANNEX ADDITIONAL REAL PROPERTY, INCLUDING ADDITIONAL RESERVE AREAS, TO THE PROPERTY COVERED BY THIS DECLARATION AND THEREBY SUBJECT THE SAME TO ALL OF THE TERMS, PROVISIONS AND CONDITIONS OF THIS DECLARATION BY THE EXECUTION AND FILING FOR RECORDATION WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA OF AN INSTRUMENT EXPRESSLY STATING AN INTENTION SO TO ANNEX AND DESCRIBING SUCH ADDITIONAL REAL PROPERTY TO BE SO ANNEXED. DURING A TEN (10) YEAR PERIOD COMMENCING WITH THE DATE OF THE RECORDING OF THIS DECLARATION, DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY ANNEX SUCH ADDITIONAL REAL PROPERTY, IN ITS ABSOLUTE DISCRETION, FROM AND AFTER THE TERMINATION OF SUCH TEN YEAR PERIOD, SUCH ADDITIONAL REAL PROPERTY MAY BE ANNEXED TO THE PROPERTY, PROVIDED THAT SUCH ANNEXATION IS APPROVED IN WRITING BY A MAJORITY OF THE VOTES OF THE MEMBERS ENTITLED TO VOTE.

## ARTICLE XIII. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

13.1 LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

13.2 RIGHTS OF CITY OF BROKEN ARROW. RESERVE AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE RESERVE AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE RESERVE AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE RESERVE AREAS, THE CITY OF BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES AND CHAPTER 15 BROKEN ARROW CODE.

13.3 RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

13.4 TREES. WITH THE EXCEPTION OF TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS ON ANY LOT OR RESERVE AREAS (WHICH IMPROVEMENTS ARE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THIS DECLARATION) OR WITHIN TEN FEET (10') OF SUCH IMPROVEMENTS, OR TREES REFERRED TO IN SECTION 6.10 HEREOF NO TREE HAVING A DIAMETER OF THREE INCHES (3") OR MORE (MEASURED AT A POINT TWELVE INCHES (12") ABOVE GROUND LEVEL) SHALL BE REMOVED FROM ANY LOT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, DESIGNATE AS TO TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION 13.4, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

13.5 ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE RESERVE AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED. ALL ANIMALS REFERRED TO IN THIS PARAGRAPH SHALL BE KEPT INSIDE THE HOMES AT NIGHT AND OWNERS SHALL CONTROL EMITTED NOISES (E.G., BARKING, HOWLING, ETC.) AT ALL TIMES TO PROVIDE QUIET ENJOYMENT FOR ALL OWNERS.

13.6 SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL. BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR RESERVE AREA, EXCEPT REAL ESTATE "FOR SALE" SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

13.7 MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

13.8 NO STORAGE; NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE RESERVE AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.

13.9 PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18) ABOVE THE GROUND, EXCEPT GAS METERS.

13.10 SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER L