TULSA COUNTY CLERK - FEE
DOC # 97052533 $25.00
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5200

Waterford Crossing

A PART OF THE SW/4 OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

OWNER/DEVELOPER:
Select Homesites, Inc.
An Oklahoma Corporation
9714 East 55th Place
Tulsa, Oklahoma 74146
Phone: (918) 663-6540

SURVEYOR:
Sisemore Hall & Weisz, Inc.
Certificate of Authorization No. 2421 Exp. Date 6/30/97
1602 South Main Street
Tulsa, Oklahoma 74119
Phone: (918) 582-2700

POINT OF BEGINNING
FND BRASS CAP
NORTHWEST CORNER SOUTHWEST QUARTER SECTION 8, T-18-N, R-14-E
661.92'
N 89°06'08" E 1480.00'
NORTH LINE OF S/2 OF N/2 OF SW/4
Unplatted
Unplatted
West Commercial Street
South Desert Palm Avenue
South Firewood Avenue
South Dallas Street
South Garnett Road
WEST LINE SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST
ONG EASEMENT BY SEPARATE INSTRUMENT BOOK 5388 PAGE 2457
U/E BY SEPARATE INSTRUMENT (PARCEL SD-01) BOOK 5870, PAGE 1706
U/E BY SEPARATE INSTRUMENT (PARCEL SD-02) BOOK 5870, PAGE 1705
U/E BY SEPARATE INSTRUMENT (PARCEL SS-01) BOOK 5870, PAGE 1707
50' RIGHT OF WAY DEDICATED BY THIS PLAT
Reserve "A" & Utility Easement (PARK AREA)
Reserve "B"
FLOOD ZONE "A"
FLOOD ZONE "X"
Unplatted
Unplatted
Unplatted
N 0°47'57" W 1190.00'
405.72' LNA
245.92' LNA
527.61'
110.00' ACC
605.00'
300.04' LNA
198.33'
127.00' ACC
N 89°29'45" E 115.95'
S 89°12'03" W 122.46'
S 0°47'57" E 72.41'
N 89°12'03" E 50.00'
S 89°12'03" W 50.00'
S 0°47'57" E 50.00'
N 89°12'03" E 50.02'
S 87°35'45" W 80.00'
N 89°06'08" E 1480.00'
S 89°53'25" W 160.00'
S 18°23'36" W 180.00'
S 27°29'07" W 127.84'
N 45°46'26" E 67.50'
S 38°59'36" W 75.00'
S 81°25'19" W 230.00'
S 55°35'42" W 300.00'
S 18°44'36" E 165.00'
S 0°08'38" E 150.00'
S 35°20'40" W 62.86'
S 1°02'50" E 163.98'
S 89°06'08" W 65.00'
N 52°22'49" W 110.00'
S 35°20'40" E 95.00'
S 0°47'57" E 1190.00'
N 0°47'57" W 1190.00'
S 89°53'25" W 160.00'
N 64°52'33" W 180.00'
S 55°16'56" W 220.00'
N 20°19'32" W 105.00'
S 21°44'56" W 100.00'
S 69°54'28" W 50.00'
N 45°33'43" W 180.00'
S 78°11'43" W 249.05'
S 63°49'24" W 265.00'
N 45°46'26" E 180.00'
N 84°52'43" E 300.00'
N 84°56'08" W 200.84'
N 89°12'03" E 375.00'
N 77°59'18" W 325.00'
N 84°52'43" E 425.00'
N 84°52'43" E 475.00'
N 89°12'03" E 325.00'
N 77°59'18" W 175.00'
N 89°12'03" E 61.89'
N 89°12'03" E 45.14'
N 89°12'03" E 45.14'
N 89°12'03" E 61.89'
N 89°12'03" E 325.00'
N 77°59'18" W 175.00'
N 84°52'43" E 300.00'
N 84°52'43" E 475

Waterford Crossing

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SELECT HOMESITES, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS, TO–WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 47'57" EAST ALONG THE WESTERLY LINE THEREOF FOR 661.92 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 89 06'08" EAST ALONG THE NORTHERLY LINE THEREOF FOR 1,480.00 FEET; THENCE SOUTH 01 02'50" EAST FOR 163.98 FEET; THENCE SOUTH 35 20'40" WEST FOR 62.86 FEET; THENCE NORTH 55 22'49" WEST FOR 110.00 FEET; THENCE SOUTH 89 06'08" WEST FOR 65.00 FEET; THENCE SOUTH 15 32'21" EAST FOR 70.00 FEET; THENCE SOUTH 36 21'08" EAST FOR 95.00 FEET; THENCE SOUTH 19 09'14" WEST FOR 150.00 FEET; THENCE SOUTH 18 44'36" EAST FOR 165.00 FEET; THENCE SOUTH 53 35'42" WEST FOR 300.00 FEET; THENCE NORTH 38 55'36" WEST FOR 75.00 FEET; THENCE SOUTH 81 25'19" WEST FOR 230.00 FEET; THENCE SOUTH 45 46'28" WEST FOR 67.50 FEET; THENCE SOUTH 29 38'11" EAST FOR 127.84 FEET; THENCE SOUTH 18 23'46" WEST FOR 180.00 FEET; THENCE SOUTH 89 53'25" WEST FOR 160.00 FEET; THENCE SOUTH 52 19'56" WEST FOR 115.00 FEET; THENCE SOUTH 21 44'50" WEST FOR 100.00 FEET; THENCE SOUTH 69 54'28" WEST FOR 50.00 FEET; THENCE NORTH 20 19'32" WEST FOR 105.00 FEET; THENCE NORTH 64 52'33" WEST FOR 180.00 FEET; THENCE SOUTH 55 16'56" WEST FOR 220.00 FEET; THENCE SOUTH 87 35'45" WEST FOR 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 8; THENCE NORTH 00 47'57" WEST ALONG SAID WESTERLY LINE FOR 1,190.00 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, SAID TRACT CONTAINING 30.172 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "WATERFORD CROSSING", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/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, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING 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 OR AREAS NOT INCLUDED WITHIN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE 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, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. 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 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 EASEMENTWAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT–OF–WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL 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 THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON 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 B 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.

C. 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, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS, BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE OWNER OF THE LOT'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 C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. 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 D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. 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 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 E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. 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, 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, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH GARNETT ROAD 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE CONCURRENCE OF THE OWNER OF THE LOT AFFECTED, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/ DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. USE

1. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE–FAMILY RESIDENCES AND PURPOSES.

2. RESERVE AREA "A" SHALL BE LIMITED TO USE FOR UTILITIES, STORMWATER DRAINAGE FACILITIES, OPEN SPACE, LANDSCAPING, AND/OR RECREATION AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION REFERRED TO IN SECTION III HEREOF.

3. RESERVE "B" SHALL BE LIMITED TO USE FOR UTILITIES, OPEN SPACE AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION REFERRED TO IN SECTION III HEREOF.

B. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

C. YARDS AND SETBACKS

1. STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE BROKEN ARROW PLANNING COMMISSION.

2. SIDE YARDS. ONE SIDE YARD SHALL NOT BE LESS THAN 5 FEET IN WIDTH AND ONE SIDE YARD SHALL NOT BE LESS THAN 10 FEET IN WIDTH.

3. REAR YARD. THE REAR YARD SHALL NOT BE LESS THAN 20% OF THE LOT DEPTH. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

5. PIPELINE SETBACK. WITHIN LOTS 10 THROUGH 17 BLOCK 1 AND LOTS 1 THROUGH 17 BLOCK 2, NO BUILDING SHALL BE ERECTED NEARER TO THE REAR AND/OR SIDE LOT LINES THAN THE 50 FOOT BUILDING SETBACK LINE DEPICTED ON THE ACCOMPANYING PLAT, UNLESS SUBSEQUENTLY MODIFIED BY THE BROKEN ARROW PLANNING COMMISSION.

D. ARCHITECTURAL COMMITTEE – PLAN REVIEW

1. NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY SELECT HOMESITES, INC., OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 60TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

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

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JUNE, 2000, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III., OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

E. FLOOR AREA

SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF LIVING AREA. MULTI–STORY DWELLINGS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF LIVING AREA, PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,600 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

F. GARAGES

AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

G. FOUNDATIONS

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

H. MASONRY

THIRTY PERCENT (30%) OF THE EXTERIOR SURFACE OF FIRST STORY EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, STONE OR STUCCO, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION.

I. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

J. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN 20% OF THE AREA COVERED BY ALL ROOF SURFACES.

K. ROOFING MATERIALS

ROOFING SHALL BE SELF–SEALING COMPOSITION ROOFING SHINGLES AND SHALL BE WEATHERED WOOD IN COLOR.

L. ON–SITE CONSTRUCTION

NO RESIDENCE BUILT OFF–SITE SHALL BE MOVED OR PLACED ONTO ANY LOT.

M. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED.

N. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. PERIMETER FENCING.

THE OWNER/DEVELOPER HEREIN RESERVES AN EXCLUSIVE PERPETUAL EASEMENT (WHICH MAY BE SUBSEQUENTLY ASSIGNED AND CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III) TO ERECT AND MAINTAIN SIGNAGE (IDENTIFYING THE SUBDIVISION, FENCING, WALLS, AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO SOUTH GARNETT ROAD AND WITHIN THE AREA OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT AS "L/E OR F/E".

P. FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO WITHIN 24 1/2 FEET FROM THE CURB OF THE STREET FORMING THE SIDE YARD BOUNDARY OF THE LOT (12 1/2 FEET FROM THE STREET RIGHT–OF–WAY). FENCES SHALL BE OF WOOD, BRICK, STUCCO OR STONE. CHAIN LINK, BARBED WIRE, MESHED AND OTHER METAL FENCING ARE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. NOTWITHSTANDING THE FOREGOING PROVISIONS, FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION 11.3 OF SECTION 11 OF ARTICLE VIII OF THE BROKEN ARROW ZONING CODE.

Q. ANTENNAS

EXTERIOR ANTENNAS OR OTHER DEVICES (INCLUDING SUPPORTING STRUCTURES) FOR THE TRANSMISSION OR RECEPTION OF RADIO, TELEVISION, SATELLITE SIGNALS, OR OTHER FORM OF ELECTRO–MAGNETIC RADIATION ARE PROHIBITED, EXCEPT THAT WITHIN EACH LOT ONE SATELLITE DISH, NOT EXCEEDING 2 FEET IN DIAMETER, AND NOT VISIBLE FROM ANY PUBLIC STREET SHALL BE PERMITTED, AND PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

R. 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.

S. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. CLOTHESLINES

EXPOSED 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. THE FOREGOING RESTRICTION SHALL NOT PROHIBIT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH STORING DEVICES.

U. MAILBOXES

AS LONG AS MAIL SERVICE IN WATERFORD CROSSING IS CURBSIDE, MAILBOXES INCLUDING PEDESTALS SHALL CONFORM TO DESIGN SPECIFICATIONS TO BE ADOPTED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 44 1/2 INCHES FROM STREET LEVEL.

V. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. 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.

X. 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 A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE WATERFORD CROSSING HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON–PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF WATERFORD CROSSING, AND OTHER SINGLE FAMILY SUBDIVISIONS WHICH MAY LATER BE ANNEXED TO THE ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER. AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS WITHIN SECTION II. PRIVAT