LOT AREA				
BLOCK	LOT	AREA (SF)	AREA (ACRE)	FINISHED FLOOR ELEV.
1	1	7,800.00	0.18	673.50
	2	7,800.00	0.18	674.50
	3	7,200.00	0.17	675.50
	4	7,800.00	0.18	675.50
	5	7,500.00	0.17	675.50
	6	7,200.00	0.17	675.50
	7	9,300.00	0.21	675.00
2	1	8,865.87	0.20	674.50
	2	7,800.00	0.18	675.50
	3	7,200.00	0.17	675.50
	4	7,200.00	0.17	675.50
	5	7,200.00	0.17	675.50
	6	7,200.00	0.17	675.50
	7	7,200.00	0.17	675.50
	8	7,200.00	0.17	675.50
	9	7,200.00	0.17	675.50
	10	7,200.00	0.17	675.50
	11	7,200.00	0.17	675.50
	12	7,800.00	0.18	675.50
	13	8,865.87	0.20	676.50
3	1	8,865.87	0.20	675.50
	2	7,800.00	0.18	675.50
	3	7,200.00	0.17	675.75
	4	7,200.00	0.17	676.50
	5	7,200.00	0.17	676.50
	6	7,200.00	0.17	676.50
	7	7,200.00	0.17	676.50
	8	7,200.00	0.17	676.50
	9	7,200.00	0.17	676.50
	10	7,200.00	0.17	677.00
	11	7,200.00	0.17	677.00
	12	7,800.00	0.18	677.00
	13	8,865.87	0.20	677.00
	14	8,865.87	0.20	679.00
	15	7,800.00	0.18	678.50
	16	7,200.00	0.17	678.50
	17	7,200.00	0.17	677.75
	18	7,200.00	0.17	677.25
	19	7,200.00	0.17	676.50
	20	7,200.00	0.17	676.50
	21	7,200.00	0.17	675.50
	22	7,200.00	0.17	675.50
	23	7,200.00	0.17	675.50
	24	7,200.00	0.17	675.50
	25	7,800.00	0.18	675.50
	26	8,865.87	0.20	675.50
4	1	8,865.87	0.20	675.50
	2	8,400.00	0.19	676.50
	3	8,400.00	0.19	677.50
	4	8,400.00	0.19	678.50
	5	8,400.00	0.19	678.50
	6	8,866.09	0.20	678.50
	7	7,200.00	0.17	679.50

LOT AREA				
BLOCK	LOT	AREA (SF)	AREA (ACRE)	FINISHED FLOOR ELEV.
5	1	8,865.87	0.20	676.50
	2	7,800.00	0.18	676.50
	3	7,800.00	0.18	677.50
	4	7,800.00	0.18	678.50
	5	7,800.00	0.18	679.50
	6	7,800.00	0.18	679.50
	7	8,865.87	0.20	679.50
	8	8,865.87	0.20	681.50
	9	7,800.00	0.18	681.50
	10	7,800.00	0.18	680.50
	11	7,800.00	0.18	680.50
	12	7,800.00	0.18	678.50
	13	7,800.00	0.18	678.50
	14	8,865.87	0.20	677.50
6	1	12,334.84	0.28	681.50
	2	7,800.00	0.18	681.50
	3	7,800.00	0.18	681.50
	4	8,865.87	0.20	680.50
	5	8,865.87	0.20	678.50
	6	7,800.00	0.18	679.00
	7	7,800.00	0.18	680.00
	8	7,800.00	0.18	680.50
	9	7,924.91	0.18	681.25
	10	8,345.42	0.19	681.50
	11	9,430.96	0.22	681.50
	12	11,875.22	0.27	682.50
	13	19,080.64	0.44	682.50
	14	9,786.53	0.22	681.50
	15	10,180.36	0.23	681.50
	16	10,177.84	0.23	681.50
	17	10,175.33	0.23	680.50
	18	10,172.81	0.23	679.50
	19	10,170.30	0.23	679.50
	20	10,167.79	0.23	680.50
	21	11,595.16	0.27	680.50
7	1	13,276.27	0.30	677.50
	2	13,115.66	0.30	677.50
	3	13,105.92	0.30	677.50
	4	13,096.17	0.30	677.50
	5	13,086.43	0.30	677.50
	6	13,076.69	0.30	678.50
	7	13,066.94	0.30	679.00
	8	12,053.14	0.28	679.50
	9	12,044.84	0.28	680.50
	10	12,036.54	0.28	680.50
	11	12,028.23	0.28	681.50
	12	12,019.93	0.28	681.50
	13	21,313.18	0.49	681.00

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	39.27'	25.00'	090°00'00"	N43°30'21"E	35.36'
C2	39.27'	25.00'	090°00'00"	S46°29'39"E	35.36'
C3	39.27'	25.00'	090°00'00"	S43°30'21"W	35.36'
C3	39.27'	25.00'	090°00'00"	S43°30'21"W	35.36'
C4	39.27'	25.00'	090°00'00"	N46°29'39"W	35.36'
C4	39.27'	25.00'	090°00'00"	N46°29'39"W	35.36'
C5	39.27'	25.00'	090°00'00"	N43°30'21"E	35.36'
C5	39.27'	25.00'	090°00'00"	N43°30'21"E	35.36'
C6	39.27'	25.00'	090°00'00"	S46°29'39"E	35.36'
C6	39.27'	25.00'	090°00'00"	N46°29'39"W	35.36'
C7	39.27'	25.00'	090°00'00"	S46°29'39"E	35.36'
C8	39.27'	25.00'	090°00'00"	S43°30'21"W	35.36'
C9	39.27'	25.00'	090°00'00"	S43°30'21"W	35.36'
C10	39.27'	25.00'	090°00'00"	S46°29'39"E	35.36'
C11	39.27'	25.00'	090°00'00"	N43°30'21"E	35.36'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C12	17.52'	25.00'	040°09'20"	N71°24'59"W	17.16'
C13	30.28'	50.00'	034°42'10"	S68°41'24"E	29.82'
C14	48.39'	50.00'	055°27'10"	N66°13'56"E	46.53'
C15	52.98'	50.00'	060°42'18"	N08°09'12"E	50.53'
C16	16.97'	50.00'	019°27'01"	N31°55'28"W	16.89'
C17	17.52'	25.00'	040°09'20"	S21°34'18"E	17.16'
C18	39.27'	25.00'	090°00'00"	S43°30'21"W	35.36'
C19	39.27'	25.00'	090°00'00"	N46°29'39"W	35.36'
C20	39.27'	25.00'	090°00'00"	S43°30'21"W	35.36'
C21	39.27'	25.00'	090°00'00"	N46°29'39"W	35.36'
C22	21.03'	25.00'	048°11'23"	S22°36'02"W	20.41'
C23	120.59'	50.00'	138°11'23"	S22°23'58"E	93.42'
C24	120.59'	50.00'	138°11'23"	N19°24'40"E	93.42'
C25	21.03'	25.00'	048°11'23"	N25°35'20"W	20.41'

Doc # 2023-15043 B: 2926 P: 9484
11/08/2023 10:32:30 AM Pg: 1 of Pgs: 2
Fee: $ 55.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC3-246A

Whiskey Ridge Phase II

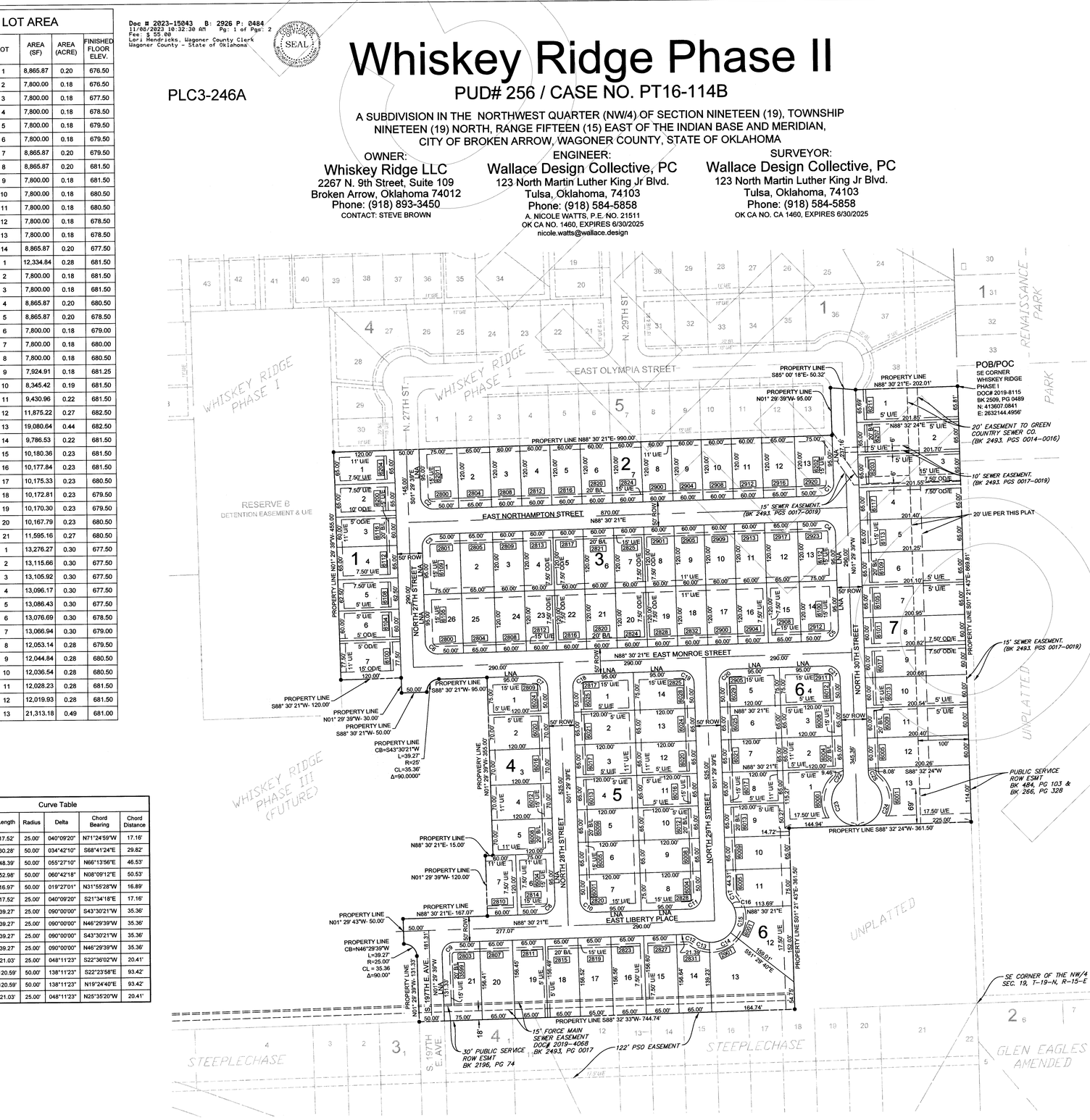
PUD# 256 / CASE NO. PT16-114B

A SUBDIVISION IN THE NORTHWEST QUARTER (NW/4) OF SECTION NINETEEN (19), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

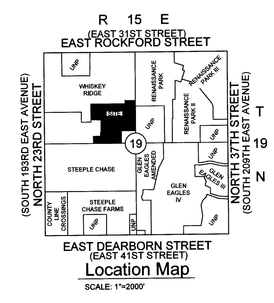
OWNER:
Whiskey Ridge LLC
2267 N. 9th Street, Suite 109
Broken Arrow, Oklahoma 74012
Phone: (918) 893-3450
CONTACT: STEVE BROWN

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2025
nicole.watts@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. CA 1460, EXPIRES 6/30/2025







Location Map
SCALE: 1"=2000'

LEGEND	
B/L	BUILDING LINE
BK PG	BOOK & PAGE
OD/E	OVERLAND DRAINAGE EASEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
-XXXX-	ADDRESS

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE HUNDRED ONE (101) LOTS IN SEVEN (7) BLOCKS
SUBDIVISION CONTAINS 1,157,312.07 SQUARE FEET OR 26.51 ACRES.

MONUMENTATION

$\frac{1}{2}$" IRON PINS TO BE AT SET AT ALL MAIN BOUNDARY CORNERS UNLESS OTHERWISE NOTED. $\frac{5}{8}$" IRON PINS TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

BENCHMARK

1 1/2" ALUMINUM CAP-FLUSH-SET STAMPED "561", SET S.E. OF 31ST STREET, AND 177TH E. AVE (LYNN LANE) / 0.15' BELOW GROUND
N: 414783.338; E: 2624295.868 (NAD83 1993)
ELEV= 695.014' (NAVD 1988)

BASIS OF BEARINGS

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON GPS DATA (NAVD88). THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83 (OKLAHOMA STATE PLANE NORTH ZONE 3501).

THE BASIS OF BEARING IS BASED ON THE NORTH LINE OF SECTION 19, T-19-N, R-15-E BEING N88°30'21"E.

FLOODPLAIN

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0085J, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THAT A FLOODPLAIN DOES NOT EXIST WITHIN THIS DESCRIBED PROPERTY.

ADDRESSES

ADDRESS 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.

NOTES

THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-042821-37.

ALL BUILDINGS WILL REQUIRE A BACKFLOW PREVENTOR.

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHEAST CORNER OF WHISKEY RIDGE PHASE I, DOCUMENT # 2019-8115 BOOK 2509, PAGE 0489, THENCE S01°21'43"E A DISTANCE OF 869.81 FEET; THENCE S88°32'24"W A DISTANCE OF 361.50 FEET; THENCE S01°21'43"E A DISTANCE OF 361.50 FEET; THENCE S88°32'33"W A DISTANCE OF 744.74 FEET; THENCE N01°29'39"W A DISTANCE OF 131.33 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 90.000°, HAVING A RADIUS OF 25.00 FEET FOR A LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS N46°29'39"W FOR A DISTANCE OF 35.36 FEET; THENCE N01°29'43"W A DISTANCE OF 50.00 FEET; THENCE N88°30'21"E A DISTANCE OF 167.07 FEET; THENCE N01°29'39"W A DISTANCE OF 120.00 FEET; THENCE N88°30'21"E A DISTANCE OF 15.00 FEET; THENCE N01°29'39"W A DISTANCE OF 355.00 FEET; THENCE S88°30'21"W A DISTANCE OF 95.00 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 90.0000°, HAVING A RADIUS OF 25.00 FEET FOR A LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS S43°30'21"W FOR A DISTANCE OF 35.36 FEET; THENCE S88°30'21"W A DISTANCE OF 50.00 FEET; THENCE N01°29'39"W A DISTANCE OF 30.00 FEET; THENCE S88°30'21"W A DISTANCE OF 120.00 FEET; THENCE N01°29'39"W A DISTANCE OF 455.00 FEET; THENCE N88°30'21"E A DISTANCE OF 990.00 FEET; THENCE N01°29'39"W A DISTANCE OF 95.00 FEET; THENCE S85°00'18"E A DISTANCE OF 50.32 FEET; THENCE N88°30'21"E A DISTANCE OF 202.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,157,312.07 SQUARE FEET (26.51 ACRES), MORE OR LESS.

APPROVED 3-1-2022 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA

MAYOR

ATTEST: CITY CLERK

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

WHISKEY RIDGE PHASE II
CASE NO. PT16-114B
FINAL PLAT
OCTOBER 26, 2023
SHEET 1 OF 2

Doc # 2023-15043 B: 2926 P: 0485
11/08/2023 10:32:30 AM Pg: 2 of Pgs: 2
Fee: $ 55.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY OKLAHOMA

PLC3-246A

FINAL PLAT
Whiskey Ridge Phase II

PUD #256 / CASE NO. PT16-114B

WHISKEY RIDGE PHASE II - PUD 256

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHISKEY RIDGE, LLC, HEREINAFTER REFERRED TO AS "GRANTOR", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHEAST CORNER OF WHISKEY RIDGE PHASE I, DOCUMENT # 2019-8115 BOOK 2509, PAGE 0489, THENCE S01°21'43"E A DISTANCE OF 869.81 FEET; THENCE S88°32'24"W A DISTANCE OF 361.50 FEET; THENCE S01°21'43"E A DISTANCE OF 361.50 FEET; THENCE S88°32'33"W A DISTANCE OF 744.74 FEET; THENCE N01°29'39"W A DISTANCE OF 131.33 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 90.000°, HAVING A RADIUS OF 25.00 FEET FOR A LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS N46°29'39"W FOR A DISTANCE OF 35.36 FEET; THENCE N01°29'43"W A DISTANCE OF 50.00 FEET; THENCE N88°30'21"E A DISTANCE OF 167.07 FEET; THENCE N01°29'39"W A DISTANCE OF 120.00 FEET; THENCE N88°30'21"E A DISTANCE OF 15.00 FEET; THENCE N01°29'39"W A DISTANCE OF 355.00 FEET; THENCE S88°30'21"W A DISTANCE OF 95.00 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 90.0000°, HAVING A RADIUS OF 25.00 FEET FOR A LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS S43°30'21"W FOR A DISTANCE OF 35.36 FEET; THENCE S88°30'21"W A DISTANCE OF 50.00 FEET; THENCE N01°29'39"W A DISTANCE OF 30.00 FEET; THENCE S88°30'21"W A DISTANCE OF 120.00 FEET; THENCE N01°29'39"W A DISTANCE OF 455.00 FEET; THENCE N88°30'21"E A DISTANCE OF 990.00 FEET; THENCE N01°29'39"W A DISTANCE OF 95.00 FEET; THENCE S85°00'18"E A DISTANCE OF 50.32 FEET; THENCE N88°30'21"E A DISTANCE OF 202.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,157,312.07 SQUARE FEET (26.51 ACRES), MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 90 LOTS, 8 BLOCKS, AND 2 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "WHISKEY RIDGE PHASE II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "WHISKEY RIDGE PHASE II").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREET AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS DESIGNATED AS "U/E", OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER 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, MANHOLES 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 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 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. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS 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 THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHTS-OF- WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD 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 PRIVATE STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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 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 SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, B THE LOT 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 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER SERVICE AND STORM SEWER SERVICE

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

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE MODIFICATION OR INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS AND SANITARY SEWER MAINS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, AS THE PROVIDER, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND /OR CONTRACTORS.

4. GREEN COUNTRY SEWER, OR ITS SUCCESSORS, AS THE PROVIDER, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND SANITARY SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND /OR CONTRACTORS.

5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF STORM SEWER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY SUCH RIGHT OF ACCESS, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS. GREEN COUNTRY SEWER SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SANITARY SEWER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING SEWER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.

6. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. GREEN COUNTRY SEWER COMPANY, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.

7. THE COVENANTS SET FORTH IN THIS PARAGRAPH C, SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, GREEN COUNTRY SEWER, THEIR SUCCESSORS, ANY UTILITY PROVIDER OF SERVICES AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE LOT OWNER 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 SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT OR DIVERT SURFACE WATER ONTO AN ADJACENT LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE HOMEOWNERS ASSOCIATION.

F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. TO THE EXTENT SAID SIDEWALKS EXTEND OUTSIDE OF THE RIGHT OF WAY, THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE LOT FOR CONSTRUCTION, MAINTENANCE AND USE AS A PUBLIC SIDEWALK.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. OTHER USES

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY 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. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "D/E" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW CITY ENGINEER.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE BROKEN ARROW CITY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW CITY ENGINEER.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE WHISKEY RIDGE PHASE II HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN WHISKEY RIDGE PHASE II, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' 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 AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT IMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

F. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS (PUD - 256)

WHEREAS WHISKEY RIDGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 256 PURSUANT TO SECTION 3, ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 1560) AS AMENDED AND EXISTED ON MAY 2, 2005 (HEREINAFTER REFERRED TO AS THE 'BROKEN ARROW ZONING ORDINANCE'). WHICH PUD-256 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON JANUARY 12, 2017; AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 7, 2017;

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE 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, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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

A. USE OF LAND

ALL OF WHISKEY RIDGE PHASE II SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF PUD 256 EXCEPT WHERE NOT SPECIFIED, SHALL BE GOVERNED BY THE REQUIREMENTS OF THE RS-3 ZONING DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN:

1. DEVELOPMENT AREA "A" STANDARDS

PERMITTED USES:	SINGLE FAMILY DETACHED DWELLINGS
GROSS RESIDENTIAL AREA:	142.16 ACRES FOR PUD-256
MINIMUM GROSS LAND AREA PER DWELLING UNIT (DU):	8,500 SQUARE FEE
MAXIMUM NUMBER OF DWELLING UNITS:	450 FOR PUD-256
MINIMUM FRONT BUILDING SETBACK:	20 FEET
MINIMUM REAR BUILDING SETBACK:	20 FEET
MINIMUM LOT WIDTH:	60 FEET
MINIMUM LOT AREA:	6,000 SQUARE FEET
MINIMUM LIVABILITY SPACE PER LOT:	1,000 SQUARE FEET
MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET:	15' ON SIDE YARD
MINIMUM REAR YARD:	20 FEET

* AGGREGATE LIVABILITY SPACE FOR EACH LOT SHALL BE AT LEAST 3000 SQUARE FEET. GREEN SPACE AND/OR AMENITY RESERVES SHALL BE ESTABLISHED BY SUBDIVISION PLAT AND SHALL INCLUDE A MINIMUM OF 2,000 SQUARE FEET PER LOT.

* * NO GARAGE OPENING SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. RESTRICTED ACCESS WILL BE SHOWN ACROSS THE PORTION OF THE LOT WITH THE 15 FOOT BUILDING SETBACK. ON CORNER LOTS WITH A 15 FOOT BUILDING LINE SETBACK, FENCES SHALL NOT BE LOCATED BEYOND THE FRONT BUILDING LINE SETBACK. IN THE EVENT THAT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD, THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 20'. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

STREET DESIGN AND ACCESS LIMITATIONS: ALL STREETS SHALL BE CONSTRUCTED AS REQUIRED TO MEET PUBLIC STREET STANDARDS AS DESCRIBED IN THE CITY OF BROKEN ARROW ENGINEERING STANDARDS, HOWEVER, STRAIGHT STREET LENGTHS IN EXCESS OF 900 FEET WILL BE ALLOWED. SIDEWALKS SHALL ALSO BE CONSTRUCTED BY THE OWNER/DEVELOPER WHERE THEY ARE ADJACENT TO RESERVES AND/OR OPEN SPACES.

UTILITIES: WATER SERVICE TO THE DEVELOPMENT WILL BE PROVIDED BY WAGONER COUNTY RURAL WATER DISTRICT #4. SANITARY SEWER SERVICE WILL BE PROVIDED BY GREEN COUNTRY SEWER. STORM SEWER WILL BE DESIGNED ACCORDING TO CITY OF BROKEN ARROW STANDARDS AND INSTALLED BY THE DEVELOPER. FRANCHISE UTILITIES WILL ALSO SERVE THE PROJECT WITH COMMUNICATIONS, NATURAL GAS, AND ELECTRICITY. IT IS ANTICIPATED FOR UNDERGROUND SERVICES THROUGHOUT THE DEVELOPMENT.

SECTION IV. PRIVATE 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. THEREFOR, 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 COVERING VISIBLE FROM THE EXTERIOR), GARAGE 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 OR STRUCTURE, 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 S AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENT THERETO.

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 WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE OR ABOLISH AND ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF WAGONER COUNTY, STATE OF OKLAHOMA.

3. TRANSFER OF DUTIES. THE OWNER/DEVELOPER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNER'S 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 HOMEOWNER'S 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 HOMEOWNER'S 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 1700 SQUARE FEET OF LIVING FLOOR AREA. A TWO STORY DWELLING SHALL HAVE A MINIMUM OF 2100 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. GLASS IN GARAGE DOORS ARE 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, UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH.

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 LESS THAN 7 / 12, EXCEPT FOR PORCHES AND PATIOS WHICH SHALL HAVE A ROOF PITCH OF NOT LESS THAN 4 / 12.

9. ROOFING MATERIALS - ROOFING FOR A DWELLING SHALL BE COMPOSITION ARCHITECTURAL SIMULATED 'WEATHERED WOOD' SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD BE REASONABLE 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 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.

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 OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. APPROVAL SHALL ALSO BE REQUIRED FOR ANY PAINTING OR STAINING OF AN EXISTING FENCE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND 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 SIX FEET (6 FT) IN HEIGHT.

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 PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

16. SWIMMING POOLS - ABOVE GROUND SWIMMING POOLS ARE PROHIBITED. ALL POOLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

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 OR 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 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 / PLAY STRUCTURES / TRAMPOLINES - ALL BASKETBALL GOALS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. NO TEMPORARY BASKETBALL GOADS SHALL BE PERMITTED. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

23. ON-STREET PARKING PROHIBITED - ON STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNER'S ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

24. CLOTHESLINES AND GARAGE RECEPTACLES - CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARAGE 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 BE OF A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTED AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNED BY THE ARCHITECTURAL COMMITTEE.

26. ANIMALS - NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO (2) CUSTOMARY HOUSEHOLD PETS, INCLUDING NUT NOT LIMITED TO DOGS AND/OR CATS, 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 PM AND 7:00 AM, FOR THE PURPOSE OF THIS SECTION 26, POT-BELLIED PIGS, PONIES AND KANGAROOS, AND OTHER 'EXOTIC' ANIMALS ARE NOT CUSTOMARY HOUSEHOLD PETS.

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 OF 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 AT ALL TIMES.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN TITLE. WITHIN THE PROVISIONS OF SECTION I. 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. 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.

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. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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: WHISKEY RIDGE, LLC EXECUTED THIS INSTRUMENT THIS 26 DAY OF OCT, 2023.

WHISKEY RIDGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

SIGNS: [signature]

NAME: STEVE BROWN, MANAGER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF October, 2023, BY Steve Brown AS Manager OF WHISKEY RIDGE, LLC.

NOTARY PUBLIC [signature]
MY COMMISSION NO. 20009838
MY COMMISSION EXPIRES: 13 Aug 2024

NOTARY PUBLIC STATE OF OKLAHOMA 20009838 Expires 13 Aug 2024

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "WHISKEY RIDGE PHASE II", A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 26 DAY OF October 2023.

R. WESLEY BENNETT [signature]
LICENSED PROFESSIONAL LAND SURVEYOR

LICENSED PROFESSIONAL LAND SURVEYOR R. WESLEY BENNETT 1562 OKLAHOMA

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF October, 2023, BY R. Wesley Bennett LPLS OF WALLACE DESIGN COLLECTIVE, PC

NOTARY PUBLIC [signature]
MY COMMISSION NO: 00020202
MY COMMISSION EXPIRES: 12-11-2024

[SEAL]

Notary Public State of Oklahoma ELIZABETH FRANKLIN TULSA COUNTY COMMISSION #00020202 Comm. Exp. 12-11-2024

TREASURER CERTIFICATION

I, hereby certify that the 2023 and back taxes have been paid on the above described property according to the 2022 tax roll.

[signature]
Wagoner County Treasurer

SEAL WAGONER COUNTY OKLA.

CERTIFICATE OF WAGONER COUNTY CLERK

I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called ________, has been filed into Wagoner County Records.

Lori Hendricks - EP
Lori Hendricks, Wagoner County Clerk

COUNTY CLERK OFFICIAL SEAL WAGONER

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By [signature]
DEPUTY

WHISKEY RIDGE PHASE II
CASE NO. PT16-114B
FINAL PLAT
OCTOBER 26, 2023
SHEET 2 OF 2

BAL
2-14-24

Whiskey Ridge Phase II

PUD# 256 / CASE NO. PT16-114B

A SUBDIVISION IN THE NORTHWEST QUARTER (NW/4) OF SECTION NINETEEN (19), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER:
Whiskey Ridge LLC
2267 N. 9th Street, Suite 109
Broken Arrow, Oklahoma 74012
Phone: (918) 893-3450
CONTACT: STEVE BROWN

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2025
nicole.watts@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. CA 1460, EXPIRES 6/30/2025

UNOFFICIAL

Doc # 2023-15043 B: 2926 P: 0484
11/08/2023 10:32:30 AM Pg: 1 of Pgs: 2
Fee: $ 55.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma



PLC3-246A

WHISKEY RIDGE PHASE II - PUD 256

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHISKEY RIDGE, LLC, HEREINAFTER REFERRED TO AS "GRANTOR", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHEAST CORNER OF WHISKEY RIDGE PHASE I, DOCUMENT # 2019-8115 BOOK 2509, PAGE 0489, THENCE S01°21'43"E A DISTANCE OF 869.81 FEET; THENCE S88°32'24"W A DISTANCE OF 361.50 FEET; THENCE S01°21'43"E A DISTANCE OF 361.50 FEET; THENCE S88°32'33"W A DISTANCE OF 744.74 FEET; THENCE N01°29'39"W A DISTANCE OF 131.33 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 90.000°, HAVING A RADIUS OF 25.00 FEET FOR A LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS N46°29'39"W FOR A DISTANCE OF 35.36 FEET; THENCE N01°29'43"W A DISTANCE OF 50.00 FEET; THENCE N88°30'21"E A DISTANCE OF 167.07 FEET; THENCE N01°29'39"W A DISTANCE OF 120.00 FEET; THENCE N88°30'21"E A DISTANCE OF 15.00 FEET; THENCE N01°29'39"W A DISTANCE OF 355.00 FEET; THENCE S88°30'21"W A DISTANCE OF 95.00 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 90.0000°, HAVING A RADIUS OF 25.00 FEET FOR A LENGTH OF 39.27 FEET, AND WHOSE CHORD BEARS S43°30'21"W FOR A DISTANCE OF 35.36 FEET; THENCE S88°30'21"W A DISTANCE OF 50.00 FEET; THENCE N01°29'39"W A DISTANCE OF 30.00 FEET; THENCE S88°30'21"W A DISTANCE OF 120.00 FEET; THENCE N01°29'39"W A DISTANCE OF 455.00 FEET; THENCE N88°30'21"E A DISTANCE OF 990.00 FEET; THENCE N01°29'39"W A DISTANCE OF 95.00 FEET; THENCE S85°00'18"E A DISTANCE OF 50.32 FEET; THENCE N88°30'21"E A DISTANCE OF 202.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,157,312.07 SQUARE FEET (26.51 ACRES), MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 90 LOTS, 8 BLOCKS, AND 2 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "WHISKEY RIDGE PHASE II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "WHISKEY RIDGE PHASE II").

UNOFFICIAL

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREET AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS DESIGNATED AS "U/E", OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER 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, MANHOLES 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 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 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. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS 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 THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHTS-OF- WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD 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 PRIVATE STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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 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 SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, B THE LOT 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 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

UNOFFICIAL

C. WATER, SANITARY SEWER SERVICE AND STORM SEWER SERVICE

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

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE MODIFICATION OR INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS AND SANITARY SEWER MAINS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, AS THE PROVIDER, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND /OR CONTRACTORS.

4. GREEN COUNTRY SEWER, OR ITS SUCCESSORS, AS THE PROVIDER, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND SANITARY SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND /OR CONTRACTORS.

5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF STORM SEWER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY SUCH RIGHT OF ACCESS, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS. GREEN COUNTRY SEWER SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SANITARY SEWER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING SEWER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.

6. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. GREEN COUNTRY SEWER COMPANY, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.

7. THE COVENANTS SET FORTH IN THIS PARAGRAPH C, SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, GREEN COUNTRY SEWER, THEIR SUCCESSORS, ANY UTILITY PROVIDER OF SERVICES AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE LOT OWNER 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 SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

UNOFFICIAL

E. SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT OR DIVERT SURFACE WATER ONTO AN ADJACENT LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE HOMEOWNERS ASSOCIATION.

F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. TO THE EXTENT SAID SIDEWALKS EXTEND OUTSIDE OF THE RIGHT OF WAY, THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE LOT FOR CONSTRUCTION, MAINTENANCE AND USE AS A PUBLIC SIDEWALK.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. OTHER USES

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY 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. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "D/E" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW CITY ENGINEER.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE BROKEN ARROW CITY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW CITY ENGINEER.

UNOFFICIAL

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE WHISKEY RIDGE PHASE II HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN WHISKEY RIDGE PHASE II, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' 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 AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LES5 THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT IMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

UNOFFICIAL

F. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS (PUD - 256)

WHEREAS WHISKEY RIDGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 256 PURSUANT TO SECTION 3, ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 1560) AS AMENDED AND EXISTED ON MAY 2, 2005 (HEREINAFTER REFERRED TO AS THE 'BROKEN ARROW ZONING ORDINANCE'). WHICH PUD-256 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON JANUARY 12, 2017; AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 7, 2017;

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE 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, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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

A. USE OF LAND

ALL OF WHISKEY RIDGE PHASE II SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF PUD 256 EXCEPT WHERE NOT SPECIFIED, SHALL BE GOVERNED BY THE REQUIREMENTS OF THE RS-3 ZONING DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN:

1. DEVELOPMENT AREA "A" STANDARDS

PERMITTED USES:	SINGLE FAMILY DETACHED DWELLINGS
GROSS RESIDENTIAL AREA:	142.16 ACRES FOR PUD-256
MINIMUM GROSS LAND AREA PER DWELLING UNIT (DU):	8,500 SQUARE FEE
MAXIMUM NUMBER OF DWELLING UNITS:	450 FOR PUD-256
MINIMUM FRONT BUILDING SETBACK:	20 FEET
MINIMUM REAR BUILDING SETBACK:	20 FEET
MINIMUM LOT WIDTH:	60 FEET
MINIMUM LOT AREA:	6,000 SQUARE FEET
MINIMUM LIVABILITY SPACE PER LOT:	1,000 SQUARE FEET
MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET:	15' ON SIDE YARD
MINIMUM REAR YARD:	20 FEET

* AGGREGATE LIVABILITY SPACE FOR EACH LOT SHALL BE AT LEAST 3000 SQUARE FEET. GREEN SPACE AND/OR AMENITY RESERVES SHALL BE ESTABLISHED BY SUBDIVISION PLAT AND SHALL INCLUDE A MINIMUM OF 2,000 SQUARE FEET PER LOT.

* * NO GARAGE OPENING SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. RESTRICTED ACCESS WILL BE SHOWN ACROSS THE PORTION OF THE LOT WITH THE 15 FOOT BUILDING SETBACK. ON CORNER LOTS WITH A 15 FOOT BUILDING LINE SETBACK, FENCES SHALL NOT BE LOCATED BEYOND THE FRONT BUILDING LINE SETBACK. IN THE EVENT THAT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD, THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 20'. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

UNOFFICIAL

STREET DESIGN AND ACCESS LIMITATIONS: ALL STREETS SHALL BE CONSTRUCTED AS REQUIRED TO MEET PUBLIC STREET STANDARDS AS DESCRIBED IN THE CITY OF BROKEN ARROW ENGINEERING STANDARDS, HOWEVER, STRAIGHT STREET LENGTHS IN EXCESS OF 900 FEET WILL BE ALLOWED. SIDEWALKS SHALL ALSO BE CONSTRUCTED BY THE OWNER/DEVELOPER WHERE THEY ARE ADJACENT TO RESERVES AND/OR OPEN SPACES.

UTILITIES: WATER SERVICE TO THE DEVELOPMENT WILL BE PROVIDED BY WAGONER COUNTY RURAL WATER DISTRICT #4. SANITARY SEWER SERVICE WILL BE PROVIDED BY GREEN COUNTRY SEWER. STORM SEWER WILL BE DESIGNED ACCORDING TO CITY OF BROKEN ARROW STANDARDS AND INSTALLED BY THE DEVELOPER. FRANCHISE UTILITIES WILL ALSO SERVE THE PROJECT WITH COMMUNICATIONS, NATURAL GAS, AND ELECTRICITY. IT IS ANTICIPATED FOR UNDERGROUND SERVICES THROUGHOUT THE DEVELOPMENT.

SECTION IV. PRIVATE 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. THEREFOR, 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 COVERING VISIBLE FROM THE EXTERIOR), GARAGE 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 OR STRUCTURE, 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 S AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENT THERETO.

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 WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE OR ABOLISH AND ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF WAGONER COUNTY, STATE OF OKLAHOMA.

3. TRANSFER OF DUTIES. THE OWNER/DEVELOPER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNER'S 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 HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION.

UNOFFICIAL

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 1700 SQUARE FEET OF LIVING FLOOR AREA. A TWO STORY DWELLING SHALL HAVE A MINIMUM OF 2100 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. GLASS IN GARAGE DOORS ARE 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, UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH.

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 LESS THAN 7 / 12, EXCEPT FOR PORCHES AND PATIOS WHICH SHALL HAVE A ROOF PITCH OF NOT LESS THAN 4 / 12.

9. ROOFING MATERIALS - ROOFING FOR A DWELLING SHALL BE COMPOSITION ARCHITECTURAL SIMULATED 'WEATHERED WOOD' SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD BE REASONABLE 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 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.

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 OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. APPROVAL SHALL ALSO BE REQUIRED FOR ANY PAINTING OR STAINING OF AN EXISTING FENCE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND 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 SIX FEET (6 FT) IN HEIGHT.

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 PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

UNOFFICIAL

16. SWIMMING POOLS - ABOVE GROUND SWIMMING POOLS ARE PROHIBITED. ALL POOLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

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 OR 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 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 / PLAY STRUCTURES / TRAMPOLINES - ALL BASKETBALL GOALS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. NO TEMPORARY BASKETBALL GOADS SHALL BE PERMITTED. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

23. ON-STREET PARKING PROHIBITED - ON STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNER'S ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

24. CLOTHESLINES AND GARAGE RECEPTACLES - CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARAGE 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 BE OF A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTED AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNED BY THE ARCHITECTURAL COMMITTEE.

26. ANIMALS - NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO (2) CUSTOMARY HOUSEHOLD PETS, INCLUDING NUT NOT LIMITED TO DOGS AND/OR CATS, 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 PM AND 7:00 AM, FOR THE PURPOSE OF THIS SECTION 26, POT-BELLIED PIGS, PONIES AND KANGAROOS, AND OTHER 'EXOTIC' ANIMALS ARE NOT CUSTOMARY HOUSEHOLD PETS.

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 OF 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.

UNOFFICIAL

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 AT ALL TIMES.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN TITLE. WITHIN THE PROVISIONS OF SECTION I. 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. 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.

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. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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: WHISKEY RIDGE, LLC EXECUTED THIS INSTRUMENT THIS 26 DAY OF OCT, 2023.

WHISKEY RIDGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

SIGNS: _____

NAME: STEVE BROWN, MANAGER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

UNOFFICIAL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF October, 2023,
BY Steve Brown AS Manager OF WHISKEY RIDGE, LLC.

NOTARY PUBLIC Tina Mullenix
MY COMMISSION NO: 20009838
MY COMMISSION EXPIRES: 13 Aug 2024

[SEAL] TINA MULLENIX NOTARY PUBLIC No. 20009838 Expires 13 Aug 2024 STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "WHISKEY RIDGE PHASE II", A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 24 DAY OF OCTOBER, 2023.

R. WESLEY BENNETT R. Wesley Bennett
LICENSED PROFESSIONAL LAND SURVEYOR

LICENSED PROFESSIONAL LAND SURVEYOR
R. WESLEY BENNETT 1562
OKLAHOMA

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF October, 2023,
BY R Wesley Bennett AS LPLS OF WALLACE DESIGN COLLECTIVE, PC

NOTARY PUBLIC Elizabeth Franklin
MY COMMISSION NO: 00020202
MY COMMISSION EXPIRES: 12-11-2024

[SEAL] Notary Public State of Oklahoma ELIZABETH FRANKLIN TULSA COUNTY COMMISSION #00020202 Comm. Exp. 12-11-2024

UNOFFICIAL

TREASURER CERTIFICATION

I, hereby certify that the 2023 and back taxes have been paid on the above described property according to the 2022 tax roll.

Chasity Lesi
Wagoner County Treasurer

SEAL
WAGONER COUNTY OKLA

CERTIFICATE OF WAGONER COUNTY CLERK

I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called _____, has been filed into Wagoner County Records.

Lori Hendricks - EP
Lori Hendricks, Wagoner County Clerk

COUNTY CLERK OFFICIAL SEAL
WAGONER COUNTY OKLAHOMA

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY

WHISKEY RIDGE PHASE II
CASE NO. PT16-114B
FINAL PLAT
OCTOBER 26, 2023
SHEET 2 OF 2

UNOFFICIAL