

**DEED OF DEDICATION AND RESTRICTIVE COVENANTS
THE PARK ON FLORENCE**

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**DEED OF DEDICATION AND RESTRICTIVE COVENANTS
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KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the undersigned, Rex Alexander, Inc., an Oklahoma Corporation, being the owner in fee simple of the real estate and being situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, described as follows:

A tract of land situated in the E/2 of the SW/4 of Section 27, T-18-N, R-14-E of the Indian Base Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey, thereof and being more particularly described as follows, to-wit:

Beginning at the intersection of the East line of Waterford Park, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof (PLT No. 5155) and the South line of Silvertree, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof (Plat No. 3979), Thence S 89° 57'41" E along the South line of said Silvertree for 1,320.50 feet to the Northwest corner of Property of the Broken Arrow Public Schools (Leisure Park Elementary School), Thence S 00° 01'42" E and along said School property and the West line of Leisure Park II, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof (Plat No. 3793) for 1,156.45 feet, Thence Due West for 237.29 feet, Thence S 73° 04'05" W for 265.30 feet, Thence N 82° 58'50" W for 85.00 feet, Thence S 07° 01'10" W for 97.74 feet, Thence N 82° 58'50" W for 60.00 feet, Thence S 07° 01'10" W for 97.74 feet, Thence N 82° 58'50" W for 60 feet, Thence S 07° 01'10" W for 95.82 feet, Thence N 88° 49'27" for 73.77 feet, Thence S 66° 41' 54" W for 136.62 feet, Thence S 84° 08'03" W for 61.49 feet, Thence Due West for 236.00 feet, Thence Due South for 35.51 feet, Thence Due West for 50.00 feet, Thence N 45° W for 35.36 feet, Thence Due West for 89.92 feet to the East line of Waterford Park II, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof (Plat No. 5400), Thence N 0° 02'32" W and along the East line of Said Waterford Park II and Waterford Park for 1,479.60 feet to the point of beginning and containing 40.40 acres more or less.

And the Undersigned Owner has caused the described realty to be surveyed, staked and platted into Lots and Blocks in conformity with the accompany plat, and have designated the same as "THE PARK ON FLORENCE", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION 1. STREETS, EASMENTS, AND UTILITIES.

1. Utility Easements and Streets. The undersigned owner dedicates to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or right-of-way as shown, provided however, that the owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls.
2. In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of-way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants, and manholes will be adjusted to the new grade by the owner or at the owner's expense.

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

The City of Broken Arrow or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easements ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound hereby.

3. Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.
4. Limits of No Access. The owners hereby relinquish rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered or amended by the City of Broken Arrow and approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma or its successors and the owners of each lot agrees to be bound thereby.
5. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:
 - A. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East, and South lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

- B. Except to houses on lots described in paragraph “A” above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main 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 such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- C. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easements ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
- D. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television and natural gas facilities. Each supplier or service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts or the owner or its agents or contractors.
- E. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.
- F. The area encompassed by the Public Service Company easement, dated the 8th day of September, 1973, and filed November 17, 1973 in Book 4094, page 1006, at the Tulsa County Court House, shall be subjected to the following restrictions:

- B. Chain-link fences will be permitted, provided they are constructed with a wood top rail joining wood post and wood gate posts.
 - C. Wood fences shall be constructed on #2 Cedar or Redwood or better.
5. Dwelling material and size restriction.
- C. No building or dwelling unit on any lot shall be constructed with less than thirteen hundred (1300) square feet of enclosed living area for any single family unit, exclusive of open porches, garages, or breezeways; in the event of a dwelling having more than one (1) story, there shall be a minimum of one thousand (1000) square feet on the first story and not less than six-hundred (600) square feet on the second story exclusive of open porches, garage, and breezeways.
 - D. No building or dwelling unit shall be erected, placed or constructed on any lot in this addition unless at least fifty per cent (50%) of the exterior wall thereof be brick, brick veneer, stone or stone veneer; provided however, that the area of all windows and doors located in said exterior wall shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above exterior room ceiling height may be constructed of wood material and shall also be excluding from the square foot area in the determination of the area of the exterior walls of said residence.
 - E. No dwelling structure, garage or accessory building shall have a roof pitch of less than 5 in 12 and any roof construction of composition shingles, the shingles will be Heritage II or equal. No other composition shingle will be allowed.
6. Sidewalks
- F. It shall be the responsibility of the builder on each lot to construct sidewalks on the street side of the lot.
 - G. The developer shall also construct sidewalks next to the Reserve Areas along street frontages.
7. Antennae and aerial restrictions.
- H. No exterior radio or television aerial wires or antennae shall be permitted that extends above the roof ridgeline of the dwelling structure.

8. Detached garages.
 - I. Detached two (2) car garages conforming to the architecture of the dwelling structure, conforming to all other restrictions and covenants and codes and approved by the developer of THE PARK ON FLORENCE may be constructed in the addition.
9. Temporary structures.
 - J. No out building, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of any structure on any such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided by the builder during such construction.
10. Accessory and out- buildings.
 - K. Accessory buildings shall conform to the dwelling structure architecture, and shall not extend beyond the front building line of said dwelling.
11. No truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty-eight (48) hours during any seventy-two (72) hour period.
12. Livestock and poultry prohibited: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.
13. Billboards prohibited: The construction of maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property are permitted, provided they do not exceed nine (9) square feet in size.
14. Existing structure: No existing, erected building or structure of any sort may be moved onto or placed on any of the lots in the PARK ON FLORENCE.

15. Obstructions: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between Two (2) feet and Six (6) feet above the roadways.
16. Lot division: No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.
17. Reserve Areas.
 - L. Reserve area "A" on the attached plat will be an easement for storm water detention and conveyance of storm water. Park and recreational facilities maybe constructed but such construction will receive prior approval by the City Council of the City of Broken Arrow, Oklahoma. Maintenance will be according to paragraph "B" below.
 - M. The Storm Water Detention facility shall be maintained by the Owner for the period of one year from the date of acceptance of the construction by the City of Broken Arrow. After a one year period, the maintenance will be performed by the City of Broken Arrow, their successors or assigns. Any improvements made by the developer or the Homeowners Association for the use and benefit of the property owners in the Park on Florence will be assigned to the Homeowners Association for its maintenance.
 - N. If the islands constructed in Reserve Areas "B" and "C" as traffic calming devices, are used for landscaping purposes, the areas shall be maintained by the Homeowners Association. This landscaping construction shall receive written approval from the City Engineer.
18. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the acting jointly or severally. The developer or Property Owners Association shall not be obligated to enforce any covenant or restriction through legal proceedings.
19. Property Owners Association: The Owners have formed or shall cause to be formed, "THE PARK ON FLORENCE PROPERTY OWNERS ASSOCIATION, INC."(Hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the state

of Oklahoma and formed for the general purposes of maintaining the common open areas and the storm water detention facility and for enhancing the value, desirability and attractiveness of THE PARK ON FLORENCE.

20. Membership: At any time any house constructed on a Lot and that Lot and house been sold and occupied, the Owner therefore becomes a member of "THE PARK ON FLORENCE PROPERTY OWNERS ASSOCIATION, INC." and membership shall be apartment to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.
21. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant ad agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage.

Any successor(s) in title to the lots within THE PARK ON FLORENCE to enforce any given restrictions or covenant or condition at any time, or from time to time shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

As owner we hereby certify that we have caused the land described in the plat to be surveyed, divided, mapped dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this 7th day of March, 2003.

Rex Alexander Enterprises, Inc.
an Oklahoma Corporation

Rex Alexander, President

*Retyped for posting on webpage 04/04/07