

#31902

DEED OF DEDICATION AND RESTRICTIVE
COVENANTS

Dated: March 28, 1996

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Plat No. 5120

PEMBROOKE PARK
BLOCKS 1 THRU 6,
a Subdivision of part of the S/2 NE/4,
Section 20, Township 18 North, Range 14 East,
City of Broken Arrow, Tulsa County, Oklahoma

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT C & I DEVELOPMENT COMPANY L.L.C., hereinafter referred to as the "Owner",
is the Owner of the following described land:

Part of the S/2 NE/4 of Section 20, Township 18 North, Range
14 East of the Indian Base and Meridian, according to the U.S.
Government Survey thereof in the City of Broken Arrow, Tulsa
County, Oklahoma, more particularly described as follows, to-wit:

Beginning at a point in the South boundary of said S/2 NE/4, a
distance of 65.00 feet West of the Southeast corner thereof;
thence N 89°59'58" W along said South boundary a distance of
958.59 feet; thence Due North a distance of 114.94 feet;
thence Due West a distance of 24.00 feet; thence Due North a
distance of 420.15 feet; thence N 3°48'58" E a distance of
300.50 feet; thence Due North a distance of 267.84 feet; thence
N 71°03'36" W a distance of 3.98 feet to a point of curve;
thence Northwesterly on said curve to the left having a radius
of 278.01 feet, a central angle of 5°11'24" for a distance of
25.18 feet; thence N 13°45'00" E a distance of 181.16 feet;
thence N 69°59'54" W a distance of 93.08 feet to a point on the
North boundary of said S/2 NE/4; thence S 89°57'26" E along
said North boundary a distance of 1032.82 feet to a point lying
65.00 feet West of the Northeast corner of said S/2 NE/4; thence
S 0°05'28" E a distance of 1318.18 feet to the Point of Beginning,
containing 29.4056 acres more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as PEMBROOKE PARK BLOCKS 1 THRU 6, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.
2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of-ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Broken Arrow, and the owner of each lot agrees to be bound hereby.

B. Underground Electric and Communication Service:

1. Overhead lines for the supply of electric and communication service may be located along the East and South perimeters. Elsewhere throughout the Subdivision, all supply lines shall be located underground in the easement-ways reserved for general utility services and in the street rights-of-way shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables to all structures which may be located on all lots in the Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each lot; PROVIDED, that upon the installation of such a service cable to a particular structure, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric or communication service, through its proper agents and employees, shall at all times have right of access to all such easements shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities so installed by it.
4. The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric or communication facilities, but the owner of a lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.
2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.
3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of the owner.
4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment

to all such easement-ways shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Broken Arrow and the owner of each lot agrees to be bound hereby.

D. Paving and Landscaping Within Easements:

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II

SURFACE DRAINAGE AND LIMITS OF NO ACCESS

A. Surface Drainage:

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

B. Limits Of No Access:

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Olive Avenue and West Boston Street within the bounds designated as "Limits Of No Access" (L.N.A.) on the accompanying plat, which "Limits Of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

SECTION III

ZONING AND DEVELOPMENT RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns, and the City of Broken Arrow, Oklahoma.

THEREFORE, the 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:

1. The development of PEMBROOKE PARK BLOCKS 1 THRU 6 shall be subject to the provisions of the Broken Arrow Zoning Ordinance, as the same existed on May 17, 1993, or as subsequently amended.
2. All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.
3. Reserve "A" shall be limited to use for open space, landscaping and/or recreation and appurtenances and are reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section V hereof.

SECTION IV

PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 2007, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after November 1, 2007, the then owners of a majority of all the lots in said Addition, as approved by the Broken Arrow Planning Commission and The Broken Arrow City Council, may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of Tulsa County, Oklahoma, not withstanding the above, these covenants may be amended by a vote of the owners of 90% of the lots in said Addition.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or

persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. Number of Structures:

No more than one structure shall be erected on any single family lot as now platted.

B. Building Height:

No structure which exceeds two stories in height shall be placed, erected, altered or permitted to remain on any building lot.

C. Building Set-Back Standards:

No building or parts thereof, except porches and terraces, without covers, shall be constructed and maintained on any lot nearer to the front or side street lot lines than the Twenty-five (25) foot building lines established on the recorded plat of said Addition, or nearer than Five (5) feet to any side lot line, and having a total side yard of not less than Fifteen (15) feet.

D. Building Size:

No dwelling shall be erected on any single family residential lot, the ground floor of the main structure of which, exclusive of open porches and garages, is less than One Thousand Eight Hundred (1,800) square feet in area for a one-story dwelling. Total footage in a one and one-half story dwelling or a two story dwelling must total no less than Two Thousand (2,000) square feet.

E. Garages:

All single family residences must have a private garage for not less than two cars attached to the residence.

F. Exterior Construction Requirements:

Exterior walls of the first floor, excluding covered porches, windows and doors, shall be 100 percent brick stone or stucco.

G. Roofs:

All houses, garages and building of any kind must have a roof covering of

weathered wood colored asphalt shingles, Heritage II or equivalent, or other roof covering approved in writing by the Design Committee. No dwelling shall have a roof pitch, except porches & patio roofs, of less than 7" in 12". Porch and patio roofs shall not have a roof pitch of less than 4" in 12".

H. Windows:

Mill finished windows will not be permitted.

I. Chain Link Fences - Fence Set-Back:

Chain link fencing not exceeding 4 feet in height will be permitted only if they are constructed with wood post and a top wood rail. All fences shall not be constructed nearer the street than the front building line shown on the plat.

J. Mail Boxes:

Mailboxes shall be bounded in brick, stone or stucco and match the brick, stone or stucco used for the front of the house. Mailboxes used shall be standardized by the Architectural Review Committee.

K. Restricted Structures:

No modular or mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, and occupants shall not be permitted in any such structure. No structure previously used or erected shall be moved onto any lot.

L. Storage of Boats, Trailers, and Recreational Vehicles:

Boats, trailers, campers, inoperable vehicles or other recreational vehicles shall not be stored or parked on any lot for a period exceeding 24 hours if it is in view from the street or from adjacent property. Storage or parking of recreational vehicles should be in enclosed garages or in accordance with the Broken Arrow Zoning Codes.

M. Cleanup During Construction:

The builder of a house must keep the lot cleaned up during construction. If the builder fails to do so, the developer or his agent may have the lot cleaned. Cost for this work will be at the expense of the builder.

N. Satellite Dishes:

Satellite Dishes exceeding 18" in diameter shall be prohibited except as follows: (1) Approval of installation by the Design Committee. (2) Screen-

ing to be no less than maximum height of the receiving dish, unless otherwise approved in writing by the Design Committee and (3) Under no condition shall a satellite dish be located in the front yard or within Five (5) feet from any side or rear property line or within an utility easement or within a drainage easement or within the rear building line.

O. Noxious Activity and Pets:

No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood; no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

P. Vehicular Sight Distance:

Fences, walls, hedges or shrubs of street intersections and on corner lots shall meet the requirements of the Code of the City of Broken Arrow.

Q. Architectural Design Committee Requirements:

Before obtaining a building permit from the City of Broken Arrow the following requirements and procedures must be followed: No building, fence, wall or any type structure shall be commenced, erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefore or information satisfactory to the Architectural Design Committee shall have been submitted to, and approved in writing by the Committee. In passing on such plans, specifications, plot plans and grading plan, the Architectural Design Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the Committee within fourteen (14) days of the submission of said plans; then in such case said plans shall be deemed approved. The members of the Architectural Design Committee shall be Boos Builders, Inc.; M. O. Cozort, Inc.; Roland Homes, Inc. and Strategic Properties, Inc., or their duly authorized representatives. In the event of death or resignation of one of the Committee, the remaining member shall have authority to designate a successor. The members of the Committee reserve the right to dissolve the Committee by a simple majority vote. In the event of such dissolution, Architectural and Design approval shall rest in the Board of Directors of Pembroke Park Home Owners Association, if such organization is then in existence.

The Architectural Design Committee reserves the right in their sole discretion

and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish, as approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

SECTION V

HOME OWNERS ASSOCIATION

A. Formation and Purpose:

The Owner has formed or shall cause to be formed Pembroke Park Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of maintaining the reserve area and common areas within the Subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision.

B. Membership:

Every person or entity who is the owner of a lot in the Subdivision shall be a member of the Association and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot in the Subdivision shall constitute acceptance of membership in the Association as of the date of recording the deed.

C. Covenant for Assessments:

The Owner and each subsequent Owner of a lot in the Subdivision, by acceptance to a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment for the maintenance of common areas within the Subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision and for such other purposes as the Board of Directors of the Association shall, from time to time, determine pursuant to a separate Declaration of Covenants and Conditions applicable to the Subdivision and pursuant to the by-laws of the Association.

D. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot owner, the City of Broken Arrow and the supplier of any utility or other service within the Subdivision, and shall have the right to enforce these covenants and agreements.

WITNESS our hand this 28 day of April, 1996.

C & I DEVELOPMENT COMPANY L.L.C.

BY: Clem Reinkemeyer,
Managing Member

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of March, 1996, personally appeared CLEM REINKEMEYER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

(SEAL)

Dianna W. Henry,
Notary Public

My commission expires January 13, 1998.

CERTIFICATE OF SURVEY

Jack C. Cox of COX & ASSOCIATES, INC., Engineers of Tulsa, Oklahoma, hereby certifies that he has fully complied with the requirements of the Land Subdivision Code of the City of Broken Arrow and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; that the plat represents a survey made by him and that all monuments indicated thereof actually exist in their location, size and material are correctly shown.

Signed and sealed this 28th day of March, 1996.

COX & ASSOCIATES, INC.

BY: Jack C. Cox,
Reg. Land Surveyor #531 (SEAL)

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of March, 1996, personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as teh free and voluntary act and deed of Cox & Associates, Inc., for the uses and purposes therein set forth.

(SEAL)

Dianna W. Henry,
Notary Public

My commission expires January 13, 1998.

C E R T I F I C A T E

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$265.00 per trust receipt no. 10584 to be applied to 1996 taxes.

This certificate is NOT to be construed as payment of 1996 taxes in full but is given in order that this plat may be filed of record. 1996 taxes could exceed the amount of the security deposit.

Dated April 1, 1996.

DENNIS SEMLER
TULSA COUNTY TREASURER
BY: Rogena Perkins,
Deputy

APPROVED 3/4/96 by the City Council of the City
of Broken Arrow, Oklahoma.

James C. Reynolds,
Mayor

Brenda Rinehart,
Attest: City Clerk

ARTICLE XIII

MISCELLANEOUS

Section 1—Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of formation and end on December 31st of that year.

Section 2—Seal: The Association shall have a seal in circular form, having within its circumference the name of the Association, the words "Association Seal," and the word "Oklahoma."


Section 3—Indemnity: Each officer or director of this Association, including such person's heirs and personal representatives, made a party to any action, suit or proceeding or against whom a claim or liability is threatened, asserted or commenced by reason of the fact that such person was or is an officer or Director of the Association, shall be indemnified and held harmless by the Association against all judgments, fines, amounts paid on account thereof (whether in settlement or otherwise) and reimbursed for all expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense of any action, suit, proceeding, or claim, whether or not the same proceeds to judgment or is settled or otherwise brought to a conclusion, provided that no person shall be indemnified or reimbursed for costs or expenses arising out of the person's dishonesty with the Association, his willful malfeasance or gross and reckless disregard of such person's duty.

The indemnification provided above is not exclusive but, in addition, any person who is or was an officer or Director of the Association shall be entitled to all reimbursement and indemnity provided by or under applicable provisions of the Oklahoma Business Corporations Act, as now in effect or as hereafter amended.


IN WITNESS WHEREOF, we, being all of the Charter Directors of PEMBROOKE PARK HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 1ST day of MAY, 1997.



PHIL M. ROLAND



M. O. Cozort



CRATIS BOOS

APPROVAL AND RATIFICATION OF DECLARANT:

C & I DEVELOPMENT, L.L.C., an
Oklahoma Limited Liability Company

By: *Clem Reinkemeyer*
CLEM REINKEMEYER, Manager