

Plot behind 3-277 Ar B

- 4.6 **Maintenance of Common Areas.** All common areas, including the private streets in the Mutual Access Easement adjacent to State Highway 51, the subdivision entrances, and the perimeter landscaping, shall be maintained by the Association.
- 4.7 **Site Plan Approval.** No building permit may be issued for a lot until a detailed site plan has been submitted to and approved by the Broken Arrow Planning Commission. No site plan shall be submitted to the Broken Arrow Planning Commission prior to review and approval by the Architectural Review Committee.
- 4.8 **Landscaping.** No building shall be occupied until the Developer's detail landscape plan for the Addition has been approved by the Broken Arrow Planning Commission, and such landscaping has been installed.
- 4.9 **Outline Development Plan and Text.** The Outline Development Plan and Text of P.U.D. No. 61 are incorporated herein by reference and are included herein.
- 4.10 **Sign Standards.** All signs in the Addition shall comply with the restrictions set forth in P.U.D. No. 61 and the Broken Arrow Zoning Ordinances. They shall be submitted to the Broken Arrow Planning Commission for approval with the site plan review. No portable or mobile signs shall be permitted without the approval of the Architectural Review Committee and shall be in accordance to P.U.D. No. 61.
- 4.11 **Lighting.** All outside lighting abutting residential areas shall be directed away from such areas.

These restrictions contained in this Article IV may not be amended without the approval of the Broken Arrow Planning Commission, or its successors.

ARTICLE V
BUILDING REQUIREMENTS, APPROVAL OF PLANS AND USE RESTRICTIONS

- 5.1 **Architectural Review Committee.** There is hereby established an Architectural Review Committee whose member shall be appointed by the Declarant until such time as the Association assumes the responsibilities of the Declarant, thereafter the members of the committee shall be appointed by the Board of Directors of the association. This Committee shall consist of three (3) members, two of which shall be members of Fifty One Pines, Ltd., their designees, representatives, or successors, and the third shall be appointed by Fifty One Pines, Ltd., until the Declarant transfers control to the Board of Directors. Members of the Committee shall serve at the pleasure of Declarant. The vote of two (2) members shall constitute the action of the Committee.
- 5.2 **Erection of Improvements.** No building, fence, paving, exterior ornament or sculpture, or other improvements shall be constructed, erected, placed, altered, maintained or permitted on any lot unless and until: (1) a preliminary site plan and specifications with respect thereto, in manner and form satisfactory to the committee, showing the proposed improvements, plot layout, all exterior elevations, materials and colors, landscaping, grading, easements and utilities, proposed building use, and such other information as may be requested by said committee have been submitted to and approved in writing by the committee, and (2) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have thereafter been submitted to and approved in writing by the committee. The final working plans and specifications shall specify (in such form as the committee may reasonably require) structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. Such plans and specifications shall be submitted in writing over the signature of the owner of the lot or the owner's authorized agent. In order to insure harmony of external design and proper location of structures in relation to property lines, building lines, easements, grades, trees and surrounding structures, the committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements. The committee's approval of plans and specifications shall be in writing and shall be signed by at least two (2) members of the committee. Any such written approval by two (2) members of the committee shall be binding upon the committee and may be relied and acted upon by the owner obtaining such written approval.
- 5.3 **Standards for Review.** In granting or refusing approval, the committee shall base its decision, among other things, on the adequacy of the lot dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring lots, operations and uses; relation to topography, grade and finished ground elevation of the lot being improved to that of neighboring lots; proper facing of main elevation with respect to nearby streets; effect on trees; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions and as set forth in the Declaration.
- 5.4 **Time for Approval.** If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved, subject, however, to the restrictions contained herein. The committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.
- 5.5 **Waiver of Restrictions.** The committee shall have the right to grant reasonable variances from the height and setback requirements of these restrictions where the granting of such variance is necessary to accomplish the purposes by a majority of the committee. Providing, however, that the committee shall not have any authority to waive or amend any of the requirements of P.U.D. No. 61, unless the same have first been approved by the Broken Arrow Planning Commission and City Council.
- 5.6 **No Liability of Developer, Association or Committee.** Neither the Association, Committee nor Declarant or their respective successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the committee for approval agrees, by submission of such plans and specifications, and every owner or tenant of any said building sites agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the committee or Declarant to recover any such damages.
- 5.7 **Livestock and Poultry Prohibited.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
- 5.8 **Noxious Activity.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become any annoyance or nuisance to the neighborhood.
- 5.9 **Temporary Structures and Outbuildings.** No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature, shall be at any time used for human habitation temporarily or permanently. Satellite dishes shall be located behind the front of any building.
- 5.10 **Construction Standards.** All buildings and structures erected within said Addition shall have masonry, concrete or metal (prefinished steel siding) exterior walls. Exterior walls abutting or facing any dedicated street shall consist of tilt-up concrete, brick, stone or stucco to the eave or ten (10) feet high, whichever is less. Masonry facing material shall return along each side of building a minimum of 20 feet. All concrete or cinder block masonry shall be properly painted or color coated so as to give a finished appearance. Exposed (unfinished) concrete or cinder block is prohibited. In no case shall any building be of wooden frame construction, except that fire-proofed laminated beams may be used in the construction of such buildings, provided prior approval of the Fire Marshall of the City of Broken Arrow, is obtained. No used building materials shall be incorporated into any structure or any lot. No temporary building shall remain on any site after construction is complete.

APPROVED 11-2-87 by the City Council of the City of Broken Arrow.
Dick Hood Jr.
Mayor
Tony Spiveck
City Clerk

- 5.11 **Parking Areas.**
 - (a) All parking areas and drives shall be paved with an impervious surface (a minimum of 6" of asphalt or 5" of concrete).
 - (b) 4"-6" concrete curbing shall be provided among the perimeter of all concrete parking and driveway areas lying between front property line and front face of building, except in mutual access easement areas.
 - (c) That part of the driveway entrance that lies between the front property line and the edge of the paved portion of the street shall be constructed in accordance with City of Broken Arrow requirements.
- 5.12 **Outside Storage.**
 - (a) No part of the area in front of the building setback lines of any lot shall be used for outside storage. All outside storage areas shall be sufficiently fenced to screen them from view from public streets and side lots per screening and fencing guidelines Paragraph 5.13(a).
 - (b) All boats, cars, trucks, trailers, motor homes, motorcycles or similar recreational equipment shall not be stored on any lot unless full screened in accordance with Paragraph 5.13(a) of these restrictions, nor shall they be located or parked for the purpose of "for sale" on any lot, right-of-way, dedicated streets, or easements unless such business is established specifically for such sales in accordance with the zoning requirements.
 - (c) No inoperative vehicles or machinery shall be stored or parked on any lot unless screened in accordance with Paragraph 5.13(a) of these restrictions.
 - (d) All outside unpaved storage areas shall be covered with crushed stone and sealed or treated for a dust free surface. Auto, truck, and/or vehicular storage lots shall be on all weather surface.
- 5.13 **Screening/Fencing.**
 - (a) All fencing and gates directly exposed to public streets and installed parallel to building setback lines or used to screen waste, receptacles, incinerators, or air conditioning units, shall be 6' high chain link with vertical wood slats.
 - (b) All fenced areas other than those outlined in item 1 above, shall be 6' high chain link with vertical wood slats or standard 6' high chain link. No other types of fencing shall be permitted, except as approved in writing by the Architectural Review Committee.
 - (c) All fencing exposed to public streets shall set back from the face of the building a minimum of 5 to 6 feet and no fencing shall be allowed to extend in front of building limit lines.

ARTICLE VI
LANDSCAPING

- 6.1 **Declaration of Purpose.** The Developer recognizes the unique contributions that the landscaping makes to the quality of life, beauty, esthetics and value of the Addition. Accordingly, the Owner of a Lot is encouraged to retain the services of a landscape Architect or landscape Contractor to design and implement a landscape plan for the Addition.
- 6.2 **Irrigation Systems.** Each Owner of a Lot is encouraged to install, operate and maintain an underground irrigation or sprinkling system approved by the Committee for the purpose of properly irrigating and watering the trees and landscaping.
- 6.3 **Site Maintenance.** Each Lot shall be kept free from weeds, brush and high grass. Trash and rubbish shall not be permitted to accumulate upon any lot. Buildings and improvement shall at all times be maintained in a visually appealing condition.
- 6.4 **Trash Receptacles.** All on-site trash receptacles shall be screened from public view; under no circumstance shall trash receptacles be allowed in area between city curb line and building limit line.

ARTICLE VII
FIFTY ONE PINES OWNERS ASSOCIATION

- 7.1 **Formation of Owners Association.** The Developer has formed the Fifty One Pines Owners Association, Inc. for the general purposes of maintaining the streets in the Mutual Access Easement adjacent to State Highway 51, the entrances to the Addition, trees and other common areas to enhance the value, desirability and attractiveness of the Addition.
- 7.2 **Membership.** Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association.
- 7.3 **Covenant for Assessments.** The Developer, and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, as provided in the Declaration. Annual assessments, together with interest on any unpaid assessments at the rate of eighteen percent (18%) per annum, cost of collection and reasonable attorney fees, shall be a continuing lien on the lot and the personal obligation of the owners of a lot at the time of the assessment. The lien of the assessment provided herein shall be subordinate to the lien of any first mortgage.
- 7.4 **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 within this Certificate of Dedication, and shall have the right to enforce said covenants and agreements to the same extent as if the Association was the owner of a lot in the Addition.

ARTICLE VIII
TERM, TERMINATION, AND EFFECT OF COVENANTS

- 8.1 **Term.** This Certificate of Protective Covenants, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Article VIII, Section 8.2 hereof.
- 8.2 **Termination and Modification.** This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, upon the approval of the Broken Arrow Planning Commission and with the written consent of the owners of fifty-one percent (51%) of the square footage of the Property (other than the common areas) subject to this Declaration provided, however, that during the initial twenty-five (25) year term of these covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such owners (and by Declarant as required herein) in the office of the County Clerk of Wagoner County, Oklahoma.
- 8.3 **Enforcement.** If any party hereto or any of their grantees, tenants, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other parties or persons owning any real property situated in FIFTY ONE PINES or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing, or to obtain damages or other dues for such violations. The prevailing party in such action shall be entitled to recover court costs and a reasonable attorney's fee to be determined by the court.
- 8.4 **Severability.** 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.

IN WITNESS WHEREOF, FIFTY ONE PINES, LTD., an Oklahoma Corporation has executed this Certificate of Dedication and Protective Covenants this 19th day of November, 1987.

ATTEST: (SEAL)

FIFTY ONE PINES, LTD.
An Oklahoma Corporation

By: Judy A. Waller
Secretary

Johnny B. Waller, Jr.
President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

The foregoing instrument was acknowledged before me this 19th day of November, 1987, by JOHNNY B. WALLER, JR., President, FIFTY ONE PINES, an Oklahoma corporation, on behalf of said corporation.

Witness my hand and official seal the day and year last above written.

Mary F. White
Notary Public

My Commission Expires:

June 18, 1988
(Seal)

I, WILLIAM E. LEWIS, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have, at the instance of the owners designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 19th day of November, 1987.

William E. Lewis
William E. Lewis, R.L.S. #728



STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for the said County and State, on this 19th day of November, 1987, personally appeared WILLIAM E. LEWIS, to me known to be the identical person who executed the writun and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Mary F. White
Notary Public

My Commission Expires:

June 18, 1988
(SEAL)