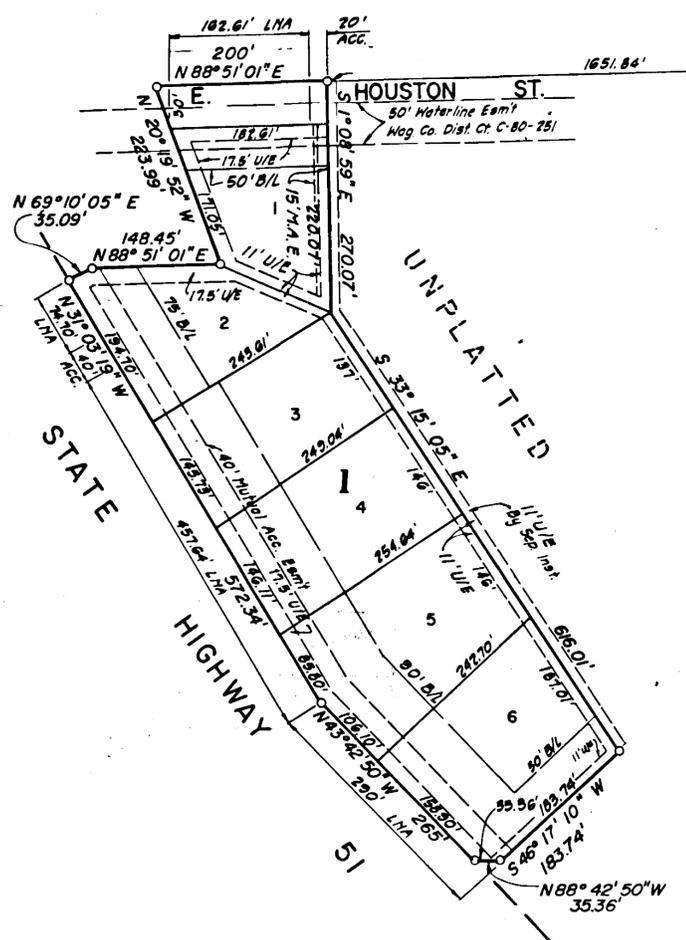


STATE OF OKLAHOMA
 COUNTY OF WAGONER
 NOV 20 PM 12 13
 JEROME L. S. COMPTON

FIFTY-ONE PINES

P.U.D. NO. 61

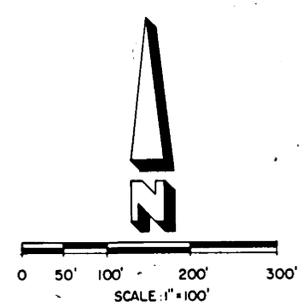
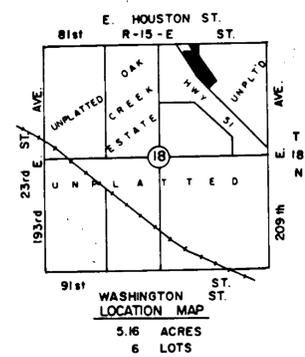
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA.



OWNER
FIFTY-ONE PINES, LTD.
 3103 S. JUNIPER AVE.
 BROKEN ARROW, OK 74012
 918-455-2606

ENGINEER
WILLIAM E. LEWIS, P.E.
 6420 S. 221st E. AVE.
 BROKEN ARROW, OK
 918-355-1380 74014

APPROVED *11/28/87* by the City Council of the City of Broken Arrow, Oklahoma.
Wick Hood, Jr.
Amy Spruleck
 Attest: City Clerk



LEGEND
 U/E - UTILITY EASEMENT
 B/L - BUILDING LINE
 LNA - LIMITS OF NO ACCESS
 M.A.E. - MUTUAL ACCESS EASEMENT

FIFTY ONE PINES CERTIFICATE OF DEDICATION AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT FIFTY ONE PINES, an Oklahoma corporation, (the "Developer"), is the owner of the following-described real property situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

A part of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Eighteen (18) North, Range Fifteen (15) East of the I.B.M., Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows:

Beginning at a point 1651.84 West of the Northeast corner of said NE1/4; thence S 01°08'59"E 270.07 feet; thence S 33°15'05"E 616.01 feet; thence S 46°17'10"W 183.74 feet; thence N 88°42'50"W 35.36 feet to a point on the Easterly right-of-way of State Highway 51; thence along said right-of-way the following: N 43°42'50"W 265 feet; N 31°03'19"W 572.34 feet; thence N 69°10'05"E 35.09 feet; thence N 88°51'01"E 148.45 feet; thence N 20°19'52"W 223.99 feet to a point on the North line of said NE1/4; thence N 88°51'01"E along said North line 200 feet to the point of beginning; containing 5.15 acres, more or less.

which is part of P.U.D. No. 61 and has caused the same to be surveyed, platted and subdivided into lots, blocks and streets as shown by the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has given said plat the name of FIFTY ONE PINES ("Fifty One Pines"), an Addition to the City of Broken Arrow, Wagoner County, State of Oklahoma.

In order to establish a general plan for the improvement, conservation and maintenance of the Property, Developer hereby declares that the Property shall be held, conveyed, rented, leased, encumbered, used, occupied and improved subject to the conditions, covenants, restrictions, easements and limitations of P.U.D. No. 61 and is hereinafter set forth, which shall bind all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall apply to and bind all heirs, assigns and successors to any right, title or interest therein.

ARTICLE I PURPOSE

The purpose of these covenants is to insure the proper development and use of the Property, to protect and enhance the value and desirability of the Property, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain property setbacks from streets and adequate free spaces between structures, to conserve the trees and landscaping existing on the Property, and in general to provide for a high quality business park development in accordance with a general plan designed to preserve the attractiveness and unique character of the Property.

ARTICLE II DEFINITIONS

- 2.1 "Addition" shall mean and refer to all the land described above.
- 2.2 "Architectural Review Committee" shall mean and refer to the committee defined in Section 7.1 hereof.
- 2.3 "Association" shall mean and refer to the "Fifty One Pines Owners Association, Inc." an Oklahoma non-profit corporation.
- 2.4 "Declaration" shall mean and refer to the Declaration of Protective Covenants of FIFTY ONE PINES filed herewith in the Office of the County Clerk of Wagoner County, Oklahoma, as amended from time to time.
- 2.5 "Developer" shall mean and refer to FIFTY ONE PINES, LTD, an Oklahoma corporation.
- 2.6 "Lot" or "Lots" shall mean and refer to each separate, unified, all contiguous tract or parcel of land in FIFTY ONE PINES which is now or hereafter owned by the same party or parties. Any and all subdivisions, re-subdivisions and lot splits of any lot, whether by deed, replat, judicial partition or otherwise, shall, subject to the other terms or provisions hereof, constitute Lots.
- 2.7 "Owner" or "Owners" shall mean and refer to the owner or owners of the fee simple title to one or more Lots, but shall not mean or refer to any person or entity holding only a lien on a Lot or owning only an easement or mineral interest thereon or thereon.
- 2.8 "Plat" shall mean and refer to the plat of FIFTY ONE PINES.

ARTICLE III PUBLIC STREETS AND EASEMENT GRANT

3.1 **Public Streets and General Utility Easements.** Developer does hereby dedicate for the public use the utility easements shown on the plat for the several purposes of constructing, maintaining, operating and repairing, replacing, and/or removing any and all public utilities including storm and sanitary sewers, telephone lines, cable television, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and other appurtenance thereto with the rights of ingress and egress to and upon said utility easements and right-of-ways for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on the plat; PROVIDED, HOWEVER, that Developer 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 over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas; PROVIDING, FURTHER, HOWEVER, that upon the approval of the City of Broken Arrow the Developer hereby reserves the right to construct, maintain, repair and replace fences, roadways, private streets, landscaping, parking, driveways and sprinkling systems within those portions of the utility and access easements as depicted on the plat.

3.2 Electric & Communication Service

- (a) Overhead pole lines for the supply of electric service and communication service cable may be located in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways and streets.
- (b) Electric and communication service may be underground service cables to all buildings provided that upon the installation of such a service cable to a particular building, the supplier of electrical or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the pole, service pedestal or transformer to the service entrance on said building. The owner of each lot may grant additional easement as needed for electric or communication service.
- (c) The supplier of electric and communication service, through its proper agents and employees shall at all times have right of access to all such easement-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 said electric or communication facilities so installed by it.
- (d) The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- (e) The foregoing covenants concerning 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.

3.3 **Limits of No Access.** The owners hereby relinquish right of ingress or egress to the above-described property within the bounds designated as "Limits of No Access" (LNA) except as may hereafter be released, altered, or amended by the City of Broken Arrow, Oklahoma, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereof.

3.4 **Mutual Access Easements.** Mutual Access Easements, as designated on the accompanying plat, are dedicated as private roadway easements for access, ingress, and egress for the mutual use of the owners of lots within the subdivision and their guests and invitees, and shall be maintained free of obstruction. Use of these easement is also allowed for City, utility service, and other government vehicles.

ARTICLE IV PLANNED UNIT DEVELOPMENT RESTRICTIONS

"FIFTY ONE PINES" was processed as Planned Unit Development No. 61 pursuant to Article 8 of the Zoning Ordinance No. 302 of the City of Broken Arrow, Oklahoma, as the same existed on June 26, 1986, the date of the approval of the Planned Unit Development No. 61 by the Broken Arrow Area Planning Commission and as the same existed on July 7, 1986, the date on which Planned Unit Development No. 61 was approved by the Broken Arrow City Council. The use of the property and the erection of improvements thereon are governed by the following restrictions as set forth under P.U.D. 61, which may be enforced by the City of Broken Arrow, Oklahoma, a municipal corporation, in law or at equity:

- 4.1 **Use of Lots.** No lot or lots shall or may be used for any purpose other than as permitted within the "I-1" Light Industrial, "C-2" Planned Shopping, and "O-2" Planned Office District of the Broken Arrow Zoning Code and customary accessory uses thereto, except as modified by P.U.D. No. 61.
- 4.2 **Maximum Structure Height.** No structure shall exceed fifty (50) feet in height for I-1 areas, forty-five (45) feet for C-2 areas, and thirty-five (35) feet for O-2 areas.
- 4.3 **Minimum Yards and Setbacks.**
 - (a) **Street Setback.** No building shall be erected or maintained nearer to a street (public or private) than the building setback lines depicted on the plat; providing, however, that the setback shall be fifty (50) feet from the abutting street if parking is not provided on the sides and rear of the lot. This can be altered by the Architectural Review Committee, provided it is not less than that outlined in P.U.D. 61 or the Zoning Code.
 - (b) **Setback from Abutting Residential Property.** No building shall be erected within 50 feet of the property line if the abutting property is residential.
 - (c) **Rear Setback.** Each lot shall have a minimum rear setback of at least eleven (11) feet for C-2 and O-2 purposes and fifteen (15) feet for I-1 purposes; or as approved in the site plan.
 - (d) **Maximum Floor Area.** The Maximum Floor Area shall be as permitted by the I-1, C-2 and O-2 Districts of the Broken Arrow Zoning Ordinance.
- 4.4 **Minimum Internal Landscaped Open Space.** There shall be provided on each lot a minimum internal landscaped open space of 10% of net lot area for C-2 purposes, 15% of net lot area for I-1 purposes, and 20% of net lot area for O-2 purposes.
- 4.5 **Parking Requirements.** Each lot shall provide no less than the following off-street parking spaces per square foot (SF) of building floor area: C-2 - 1 per 200 SF; O-2 - 1 per 300 SF; I-1 - 1 per 1,000 SF.