WAGONER COUNTY, OKLAHOMA
CAROLYN M KUSLER, COUNTY CLERK PLC4-385B 09/29/2005 #2005-15364
03:04:57PM B-1526 P-469

Glen Eagles III

PART OF THE SE/4 OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST
AN ADDITION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

DEED OF DEDICATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLEN EAGLES III

KNOW ALL MEN BY THESE PRESENTS:

THAT GLEN EAGLE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER "DEVELOPER" OR "DECLARANT", IS THE SOLE AND ONLY OWNER IN FEE SIMPLE TITLE TO THE REAL ESTATE AND PROPERTY SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 89°49'42" WEST ALONG THE SOUTHERLY LINE OF THE SE/4, FOR A DISTANCE OF 1257.46 FEET; THENCE NORTH 0°10'18" EAST AND PERPENDICULAR TO SAID SOUTHERLY LINE, FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 44°49'42" WEST FOR A DISTANCE OF 35.36 FEET; THENCE NORTH 1°10'18" EAST AND PERPENDICULAR TO THE SOUTHERLY LINE, FOR A DISTANCE OF 270.00 FEET TO THE <u>POINT</u> <u>OF</u> <u>BEGINNING</u>;

THENCE CONTINUING NORTH 0°10'18" EAST AND PERPENDICULAR TO THE SOUTHERLY LINE, FOR A DISTANCE OF 117.43 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1800.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°14'45", FOR AN ARC DISTANCE OF 384.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN 880.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41°38'05", FOR AN ARC DISTANCE OF 639.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 29°13'02" WEST FOR A DISTANCE OF 36.05 FEET TO A POINT OF CURVATURE; THENCE ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°16'28", FOR AN ARC DISTANCE OF 240.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 0°03'26" EAST FOR A DISTANCE OF 261.96 FEET TO A POINT OF CURVATURE; THENCE ALONG A 90.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°04'39", FOR AN ARC DISTANCE OF 141.49 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°51'55" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE SE/4, FOR A DISTANCE OF 341.96 FEET TO A POINT; THENCE SOUTH 0°03'26" WEST FOR A DISTANCE OF 322.21 FEET TO A POINT; THENCE SOUTH 89°51'55" EAST AND PARALLEL WITH SAID NORTHERLY LINE, FOR A DISTANCE OF 250.00 FEET TO A POINT; THENCE SOUTH 24°37'26" EAST FOR A DISTANCE OF 140.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 67°41'36", FOR AN ARC DISTANCE OF 59.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 43°04'10", FOR AN ARC DISTANCE OF 18.79 FEET TO A PONT OF TANGENCY; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 39.67 FEET TO A POINT; THENCE SOUTH 61°33'17" EAST FOR A DISTANCE OF 165.78 FEET TO A POINT; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 172.40 FEET TO A POINT; THENCE SOUTH 72°52'10" EAST FOR A DISTANCE OF 151.26 FEET TO A POINT OF CURVATURE; THENCE ALONG A 725.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°53'34", FOR AN ARC DISTANCE OF 213.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°45'44" EAST AND PERPENDICULAR TO THE EASTERLY LINE OF THE SE/4, FOR A DISTANCE OF 111.80 FEET TO A POINT; THENCE NORTH 45°14'16" EAST FOR A DISTANCE OF 35.36 FEET TO A POINT; THENCE SOUTH 89°45'44" EAST AND PERPENDICULAR TO SAID EASTERLY LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY LINE; THENCE SOUTH 0°14'16" WEST AND ALONG THE EASTERLY LINE, FOR A DISTANCE OF 122.00 FEET TO A POINT; THENCE NORTH 89°45'44" WEST AND PERPENDICULAR TO THE EASTERLY LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 44°45'44" WEST FOR A DISTANCE OF 35.36 FEET TO A POINT; THENCE NORTH 89°45'44" WEST AND PERPENDICULAR TO THE EASTERLY LINE, FOR A DISTANCE OF 43.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A 750.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°53'34", FOR AN ARC DISTANCE OF 221.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 72°52'10" WEST FOR A DISTANCE OF 326.09 FEET TO A POINT; THENCE SOUTH 17°07'50" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 42°22'24" WEST FOR A DISTANCE OF 140.57 FEET TO A POINT; THENCE SOUTH 21°46'12" WEST FOR A DISTANCE OF 144.26 FEET TO A POINT; THENCE SOUTH 9°53'13" EAST FOR A DISTANCE OF 330.67 FEET TO A POINT; THENCE SOUTH 10°07'03" WEST FOR A DISTANCE OF 281.85 FEET TO A POINT; THENCE NORTH 89°49'42" WEST AND PARALLEL WITH SAID SOUTHERLY LINE, FOR A DISTANCE OF 479.91 FEET TO THE <u>POINT</u> <u>OF</u> <u>BEGINNING</u>;

SAID TRACT CONTAINING 982,749 SQUARE FEET, OR 22.561 ACRES.

DEVELOPER DOES HEREBY CERTIFY THAT DEVELOPER HAS CAUSED THE PROPERTY TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS, STREETS AND EASEMENTS IN CONFORMITY WITH THE ABOVE RECORDED PLAT, AND DEVELOPER DOES HEREBY ADOPT THE SAME AS THE PLAT OF THE PROPERTY, AND NAMES AND DESIGNATES THE PROPERTY AS GLEN EAGLES III A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, HEREINAFTER THE "PLAT".

STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE ALL STREETS AND AVENUES AS SHOWN AND DESIGNATED ON THE PLAT OF THE PROPERTY, AND DEVELOPER DOES FURTHER DEDICATE FOR PUBLIC USE THE EASEMENTS AS SHOWN AND DESIGNATED ON SAID PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, DRAINAGE AND STORM SEWERS, SANITARY SEWERS, TELEPHONE LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, WIRES, POLES, CONDUITS, PIPES, VALVES, METERS, AND SUCH OTHER NECESSARY OR CONVENIENT APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS, IN AND TO SAID EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THE DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS, HEREBY RESERVES THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, LAY, AND RELAY WATER LINES, SEWER LINES, GAS LINES, DRAINAGE SWALES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, OVER, ACROSS, UNDER AND THROUGH ALL SUCH EASEMENT AREAS SHOWN ON SAID PLAT, BOTH FOR THE PURPOSES OF FURNISHING WATER, GAS, SEWER AND/OR DRAINAGE SERVICES TO THE AREA INCLUDED IN SAID PLAT, AND TO OTHER AREAS NOT INCLUDED WITHIN THE PLAT.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE BOUNDARIES OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC AND/OR UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

APPROVED 9-6-05 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter RC
Mayor
Lisa C. Foguidez
Attest: City Clerk 9.27.05
9-26-05

CITY OF BROKEN ARROW, OKLAHOMA TULSA COUNTY SEAL

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER 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 A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEDMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY 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 AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS 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 FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER 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 SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

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

D. WATER AND SEWER SERVICE

1. EACH SUPPLIER OF WATER, SEWER, OR GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING A PORTION OF THE UNDERGROUND FACILITIES INSTALLED BY THE SUPPLIER OF SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND FACILITIES LOCATED ON THEIR LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH THE FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

3. THE RESTRICTED WATER LINE EASEMENT (RWE) SHOWN IN THE PLAT IS HEREBY ESTABLISHED FOR AND RESTRICTED TO THE USE OF THE WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS, FOR WATER LINE CONSTRUCTION, OPERATION AND MAINTENANCE, HOWEVER, OTHER UTILITIES ARE GRANTED THE USE OF THIS EASEMENT FOR CROSSING ACCESS TO THEIR FACILITIES.

4. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

5. GREEN COUNTRY SEWER COMPANY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

6. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY 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 SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER FACILITIES.

7. THE OWNER OF THE 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; PROVIDED, HOWEVER THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

8. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. 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 FOREGOING COVENANTS SET FORTH IN PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE DEVELOPER AND THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF A 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 SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

PRIVATE DEVELOPMENT AND USE RESTRICTIONS

DEVELOPER, FOR THE PURPOSE OF PROVIDING AN ORDERLY AND UNIFORM PLAN OF DEVELOPMENT FOR THE PROPERTY, AND FOR ENSURING ADEQUATE CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS TO PRESERVE THE CHARACTER OF THE PROPERTY FOR THE MUTUAL BENEFIT OF DEVELOPER, AND ITS GRANTEES, SUCCESSORS AND ASSIGNS, DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING CONDITIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND RESERVATIONS OF EASEMENTS SET FORTH HEREINBELOW, WHICH ARE MADE FOR THE USE AND BENEFIT OF EACH PERSON ACCEPTING A CONVEYANCE THEREOF EITHER DIRECTLY FROM DEVELOPER OR FROM ANY OF DEVELOPER'S GRANTEES, SUCCESSORS AND ASSIGNS, AND SUCH PERSONS SHALL TAKE THE SAME SUBJECT TO SUCH CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, AND BY ACCEPTING SUCH CONVEYANCE SHALL BE DEEMED TO HAVE ASSENTED THERETO AND SHALL BE ENTITLED TO ALL OF THE BENEFITS AND SHALL ASSUME ALL OF THE RESPONSIBILITIES THEREOF. THE CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS SET FORTH HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE PROPERTY AND ALL LOT OWNERS CLAIMING UNDER THEM UNTIL TEN (10) YEARS FROM THE RECORDING DATE HEREOF AND SUCH CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS SHALL BE AUTOMATICALLY EXTENDED AND RENEWED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH THEREAFTER, UNLESS PRIOR THERETO, THE OWNERS OF TWO-THIRDS (2/3RDS) OF THE LOTS, BY WRITTEN DECLARATION, SIGNED AND ACKNOWLEDGED BY THEM AND RECORDED IN THE OFFICE OF THE COUNTY CLERK FOR WAGONER COUNTY, OKLAHOMA, CAUSE SUCH CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, OR ANY OF THEM, TO BE ALTERED, AMENDED OR TERMINATED; PROVIDED, THE DEVELOPER RESERVES THE RIGHT, IN DEVELOPER'S SOLE DISCRETION AND WITHOUT JOINDER OF ANY OTHER LOT OWNER, AT ANY TIME PRIOR TO THE TURNOVER DATE AS DEFINED HEREINBELOW, TO AMEND, REVISE OR TERMINATE ANY ONE OR MORE OF THE SAID CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS BY WRITTEN DECLARATION, SIGNED AND ACKNOWLEDGED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK FOR WAGONER COUNTY, OKLAHOMA. ALL OR ANY PART OF THE RIGHTS AND POWERS (INCLUDING DISCRETIONARY POWERS AND RIGHTS) RESERVED BY OR CONFERRED UPON DEVELOPER BY THIS DECLARATION MAY BE ASSIGNED OR TRANSFERRED BY DEVELOPER TO ANY SUCCESSOR DEVELOPER OF ALL OR ANY PART OF THE PROPERTY, OR TO THE ASSOCIATION OR ANY ARCHITECTURAL COMMITTEE COMPOSED OF THE LOT OWNERS. ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE EVIDENCED BY AN APPROPRIATE WRITTEN INSTRUMENT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA, AND UPON RECORDATION THEREOF THE GRANTEE OR GRANTEES OF SUCH RIGHTS AND POWERS SHALL THEREAFTER HAVE THE RIGHT TO EXERCISE AND PERFORM ALL OF THE RIGHTS AND POWERS RESERVED BY OR CONFERRED UPON DEVELOPER BY THIS DECLARATION.

DEVELOPER DOES HEREBY DECLARE THAT THE PROPERTY SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SET FORTH BELOW. EACH CONVEYANCE OF A LOT OR OF ANY INTEREST IN A LOT BY DEVELOPER, SHALL BE DEEMED TO BE SUBJECT TO THIS DECLARATION, WHETHER OR NOT THE DEED CONVEYING THE LOT SHALL SO STATE.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I
DWELLING AND LOT IMPROVEMENTS

1.1 <u>DWELLINGS:</u> UNLESS WAIVED BY THE DEVELOPER IN WRITING THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE ADDITION:

A. <u>DWELLING SIZE</u>: ALL DWELLINGS ON THE PROPERTY SHALL BE MULTI-FAMILY DWELLINGS FOR NOT MORE THAN TWO FAMILIES PER LOT. SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 650 SQUARE FEET PER FAMILY UNIT. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 300 SQUARE FEET AT THE LOWER LEVEL AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 650 SQUARE FEET PER FAMILY UNIT. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF OPEN SPACES, BREEZEWAYS, PORCHES, PATIOS, AND GARAGES.

B. <u>BUILDING</u> <u>MATERIAL</u> <u>REQUIREMENTS</u>:

1. EXTERIOR WALL SURFACES SHALL BE CONSTRUCTED OF BRICK, STONE, STUCCO, WOOD OR HARDBOARD SIDING MATERIALS. ANY OTHER SURFACING MATERIAL IS SUBJECT TO PRIOR APPROVAL THE DEVELOPER OR THE ARCHITECTURAL REVIEW COMMITTEE AFTER THE TURNOVER DATE.

2. ALL ROOFING SHALL BE OF COMPOSITION SHINGLES AND SHALL BE TAMKO "WEATHERED WOOD" MINIMUM TWENTY (20) YEAR SHINGLE, OR APPROVED EQUAL.

3. ALL ROOFTOP PROTRUSIONS INCLUDING VENTS, FLASHINGS, AND CHIMNEY TOPS AND CAPS SHALL BE PAINTED TO BLEND WITH THE SHINGLE COLOR ABOVE DESCRIBED.

4. WINDOW FRAMES SHALL BE WOOD, VINYL, OR ALUMINUM. ALL ALUMINUM FRAMED WINDOWS SHALL BE PAINTED. MILL FINISH ALUMINUM WINDOWS SHALL NOT BE PERMITTED.

5. ALL GARAGES SHALL HAVE OVERHEAD GARAGE DOORS FOR ACCESS AND CLOSURE. NO GLASS, PLASTIC OR OTHER TRANSPARENT MATERIAL SHALL BE PERMITTED FOR USE IN THE OVERHEAD GARAGE DOORS.

6. THE DEVELOPER AND THE ARCHITECTURAL REVIEW COMMITTEE AFTER THE TURNOVER DATE SHALL HAVE THE RIGHT TO MODIFY OR WAIVE THE BUILDING MATERIAL REQUIREMENTS. ALL PLANS MUST BE SUBMITTED TO AND APPROVED BY THE DEVELOPER OR ARCHITECTURAL REVIEW COMMITTEE WHEN APPROPRIATE.

C. <u>GARAGES</u>. ALL DWELLINGS SHALL HAVE TWO ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF ONE (1) STANDARD SIZE AUTOMOBILE PER GARAGE. A DETACHED GARAGE IS NOT PERMITTED. NO GARAGE SHALL BE CONVERTED TO A LIVING AREA OR USED FOR ANY PURPOSE THAN TO HOUSE AN AUTOMOBILE AND STORAGE.

D. <u>PATIO COVERS</u>. ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE DWELLING SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE DWELLING.

E. <u>DRIVEWAYS</u>. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE, SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO AND TERMINATE AT THE INTERIOR EDGE OF THE STREET.

F. <u>MAILBOXES</u>. AS LONG AS MAIL SERVICE IN GLEN EAGLES III ADDITION IS CURBSIDE, MAILBOXES INCLUDING PEDESTALS SHALL CONFORM TO THE DESIGN SPECIFICATIONS OF THE DEVELOPER. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY, WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 44.5 INCHES FROM STREET LEVEL.

G. <u>ROOF PITCH</u>: THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST SEVEN-TWELFTHS (7/12THS).

H. <u>RETAINING WALLS</u>: ONLY CONCRETE OR RAILROAD TIE RETAINING WALLS MAY BE BUILT IN THE ADDITION. PLANS FOR ALL RETAINING WALLS MUST BE SUBMITTED ALONG WITH PLANS FOR THE DWELLING TO THE DEVELOPER PRIOR TO CONSTRUCTION. IN PARTICULAR CASES, THE DEVELOPER MAY REQUIRE THE CONSTRUCTION OF A RETAINING WALL BUILT TO THE DEVELOPER'S SPECIFICATIONS.

1.2 <u>APPROVAL OF PLANS</u>: FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE ADDITION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS CONSTRUCTED OR PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER. NO BUILDING, FENCE, HEDGE, PRIVACY ENCLOSURE WALL, RETAINING WALL, DRIVEWAY, SIGN, SWIMMING POOL, TANK, HOT TUB, GREENHOUSE, FREE STANDING MAILBOX, GAZEBO, OR STRUCTURE OF ANY KIND (COLLECTIVELY CALLED "STRUCTURES") SHALL BE COMMENCED, ERECTED OR MAINTAINED ON THE PROPERTY, NOR SHALL ANY ADDITION TO (INCLUDING AWNINGS) OR CHANGE OR ALTERATION THEREIN (INCLUDING ALTERATIONS IN EXTERIOR COLOR OR DESIGN) BE MADE, UNTIL THE PLANS AND SPECIFICATIONS, IN DUPLICATE, SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, COLOR, LOCATIONS AND APPROXIMATE COST OF THE STRUCTURE, ADDITION OR ALTERATION, SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL REVIEW COMMITTEE". DEVELOPER SHALL CONSIDER APPLICATIONS FOR A WAIVER HEREIN AUTHORIZED OR FOR APPROVAL OF PLANS, SPECIFICATIONS, ETC., UPON THE BASIS OF CONFORMITY WITH THIS DECLARATION AND SHALL, BE GUIDED BY THE EXTENT TO WHICH THE PROPOSED STRUCTURE, ADDITION OR ALTERATION WILL INSURE CONFORMITY AND HARMONY IN EXTERIOR DESIGN AND APPEARANCE, BASED UPON, AMONG OTHER THINGS, THE FOLLOWING FACTORS, THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE; THE QUALITY OF WORKMANSHIP; THE NATURE AND DURABILITY OF MATERIALS; THE AVAILABILITY OF ALTERNATIVE MATERIALS; THE SITE UPON WHICH IT IS PROPOSED TO BE CONSTRUCTED; HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE; CHOICE OF COLORS; CHANGES IN TOPOGRAPHY, GRADE ELEVATIONS AND/OR DRAINAGE; FACTORS OF PUBLIC HEALTH AND SAFETY, THE EFFECT OF THE PROPOSED STRUCTURE, ADDITION OR ALTERATION ON THE USE, ENJOYMENT AND VALUE OF OTHER NEIGHBORING PROPERTIES, AND/OR ON THE OUTLOOK OR VIEW FROM ADJACENT OR NEIGHBORING PROPERTIES; AND THE SUITABILITY OF THE PROPOSED STRUCTURE, ADDITION OR ALTERATION TAKING INTO ACCOUNT THE GENERAL AESTHETIC VALUES OF THE SURROUNDING AREA.

THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER. APPROVAL OF BUILDING METHODS, MATERIALS, AND/OR BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR APPROVAL OF STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS OR FAILURE TO APPROVE ANY PERSON OR ENTITY THAT PROPOSES TO BUILD ANY DWELLING OR STRUCTURE SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DEVELOPER IS HEREIN AUTHORIZED TO GRANT THE WAIVER.

NO RESIDENCE, ACCESSORY STRUCTURE, FENCE OR WALL SHALL BE CONSTRUCTED, PLACED OR ALTERED ON ANY LOT IN THE ADDITION UNTIL THE PLANS AND SPECIFICATIONS THEREOF HAVE BEEN APPROVED IN WRITING BY THE DEVELOPER. THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE DEVELOPER IN DUPLICATE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION FOR ANY IMPROVEMENTS ON ANY LOT AND SHALL HAVE THE FOLLOWING ATTACHED EXHIBITS:

A. SITE PLAN SHOWING THE LOCATION AND ORIENTATION OF ALL IMPROVEMENTS;

B. FULL WORKING DRAWINGS WITH FLOOR PLAN AND ALL ELEVATIONS;

C. DRAINAGE PLAN (INCLUDED ON SITE PLAN);

D. SPECIFICATIONS IDENTIFYING ALL EXTERIOR MATERIALS TO BE USED. SUBMISSION OF THE COLOR SCHEME FOR ALL EXTERIOR MATERIALS MAY BE DEFERRED UNTIL AT LEAST TEN (10) DAYS PRIOR TO APPLICATION OF SAID MATERIALS.

1.3 <u>SET-BACK LINES, FRONTING AND ACCESS LIMITATION</u>: NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION. UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD:	25 FEET
SIDE YARD:	5 FEET
OTHER SIDE YARD:	5 FEET
BACK YARD:	20 FEET

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

1.4 <u>FENCES</u>: INTERIOR FENCING OR WALLS SHALL NOT ERECTED WITHOUT CONSENT OF THE DEVELOPER IN WRITING AND THEN SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO WITHIN 24.5 FEET FROM THE CURB OF THE STREET FORMING THE SIDE YARD BOUNDARY OF THE LOT (12.5 FEET FROM THE STREET RIGHT-OF-WAY). NO FENCE ON ANY LOT SHALL EXCEED SIX (6) FEET IN HEIGHT. PRIVACY ENCLOSURES OF OPEN PATIOS OR GARDEN COURTS, WHERE APPROVED IN WRITING BY DEVELOPER, MAY EXCEED SIX (6) FEET IN HEIGHT. ALL FENCES MUST BE OF WOOD OR A WOOD-LIKE SUBSTANCE AND A WOOD OR WOOD-LIKE SUBSTANCE TOP RAIL SHALL BE INSTALLED. BARBED WIRE, MESHED, CHAIN LINK FENCES AND OTHER METAL FENCING ARE PROHIBITED. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE EASEMENTS.

1.5 <u>OUTBUILDINGS:</u> NO OUTBUILDINGS OF ANY KIND OR CHARACTER SHALL BE CONSTRUCTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By [signature] DEPUTY