

JOHANNA WOODS II

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Stonetown Johanna Woods, L.L.C., a Colorado limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the NE/4 of Section 31, T-19-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, said tract being described as follows in the "General Warranty Deed" (GWD) recorded in Book 1264, Page 209, and filed in the records of the Wagoner County Clerk's office:

"West 177 feet of the North 1235 feet of NE/4 of Section 31, Township 19 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma"

Said tract being more particularly described as follows:

Beginning at the north quarter corner of Section 31, T-19-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence S 89°51'48"E a distance of 177.00 feet along the north line of the NE/4 of said Section 31;

Thence S 00°17'29"E a distance of 1,235.03 feet parallel with and 177.00 feet east of as measured perpendicularly from the west line of the NE/4 of said Section 31;

Thence N 89°51'48"W a distance of 177.00 feet parallel with and 1,235.03 feet south of the north line of the NE/4 of said Section 31 to a point on the west line of the NE/4 of said Section 31;

Thence N 00°17'29"W a distance of 1,235.03 feet along the west line of the NE/4 of said Section 31 to the "Point of Beginning";

Said tract contains 218,601 square feet or 5.0184 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°51'48"E along the north line of the NE/4 of Section 31, T-19-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into one (1) block, twenty-five (25) lots, one (1) reserve area, and has designated the same as "JOHANNA WOODS II", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing 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 for the uses and purposes aforesaid, provided however, the Owner/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 for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow,

Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the west perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3. Underground service cables and gas service lines to all structures which may be located on all lots in 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 each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric 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 or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 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.

1.3.3 The City of Broken Arrow, Oklahoma, 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, his agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of

Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Gas Service

1.4.1 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 deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 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 of 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.

1.4.3 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.

1.5 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.5 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.6 Paving and Landscaping Within Easements

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

1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East Omaha Street within the bounds designated as "Limits of No Access" on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Area "A" Reserve Area "A" shall be used for open space, signage, landscaping, walls, fencing, drainage, recreation, overlaid drainage, utilities, storm shelter, and ingress and egress and natural gas.

2.2 All Reserves

2.2.1 All costs and expenses associated with Reserve "A", including maintenance of various improvements will be the responsibility of the property owner.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "JOHANNA WOODS II" was submitted as an amendment to Planned Unit Development No. 30 (entitled PUD-30C) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on June 18, 2018 (hereinafter

the "Broken Arrow Zoning Ordinance"), which PUD-30C was approved by the Broken Arrow Planning Commission on May 24, 2018 and approved by the City of Broken Arrow City Council, on June 18, 2018; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

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

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

3.1 General Standards

The development of "JOHANNA WOODS II" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on June 18, 2018.

3.2 Development Standards - Residential Mobile Home

Shall be governed by the use and development regulations of PUD 30, except as herein modified:

3.2.1 Minimum Lot Frontage 40 feet at Building Line

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1 Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns, within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within SECTION I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

4.2 Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

4.3 Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the addition and signed by the Owner/Developer; providing however, until the Owner/Developer has sold all lots in the addition. The Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the addition.

4.4 Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 31st day of October, 2019.

Stonetown Johanna Woods, L.L.C. a Colorado limited liability corporation

By: Roy Lapidus, Manager

State of Colorado) County of Arapahoe) s.s.

This instrument was acknowledged before me this 31st day of October, 2019, by Roy Lapidus, Manager of Stonetown Johanna Woods, L.L.C.

HOLLY ALEXANDRA STIERITZ NOTARY PUBLIC STATE OF COLORADO NOTARY ID: 20164022494 MY COMMISSION EXPIRES JUNE 13, 2020

My commission No. 20164022494 expires 6/13/2020

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "JOHANNA WOODS II", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 31st day of October, 2019.

Bobby D. Long Registered Professional Land Surveyor Oklahoma No. 1886



State of Oklahoma) County of Tulsa) s.s.

The foregoing Certificate of Survey was acknowledged before me this 31st day of October, 2019, by Bobby D. Long.

Jack Taber, Notary Public My commission No. is 12005192 My commission expires May 31, 2020

JACK TABER Notary Public in and for STATE OF OKLAHOMA Commission #12005192 Expires: May 31, 2020

APPROVED 5-21-19 by the City Council of the City of Broken Arrow, Oklahoma. Mayor: [Signature] Attest: City Clerk



CERTIFICATE OF WAGONER COUNTY CLERK

I, Lori Hendricks, the County Clerk of Wagoner County, do here now state the subdivision called JOHANNA WOODS II has been filed into Wagoner County Records.

Lori Hendricks, Wagoner County Clerk



JOHANNA WOODS II

Date of Preparation: October 31, 2019 Sheet 2 of 2

Certified True Copy LORI HENDRICKS, COUNTY CLERK Wagoner County, Oklahoma By: [Signature]