



PUD 262

Kensington Ridge II

ALL OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION ELEVEN (11)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, HERINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 11; THENCE SOUTH 88°50'22" WEST AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 1316.45 FEET TO A POINT AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°29'06" EAST AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1318.08 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°49'38" WEST AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1317.27 FEET TO A POINT AT THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 1°25'57" WEST AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1318.36 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88°50'22" EAST AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1316.45 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,735,887 SQUARE FEET OR 39.85 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (a) FOUND PK NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;
- (b) FOUND BRASS CAP AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'14" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "KENSINGTON RIDGE II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "KENSINGTON RIDGE II"). THE LOTS DEPICTED UPON THE PLAT SHALL HERINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" 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 VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT OR RESERVE AREA.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR STORM WATER DRAINAGE FACILITY OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS OR STORM WATER DRAINAGE FACILITIES SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND APPURTENANCES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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 UNDERGROUND WATER FACILITIES.

5. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE AEROBIC SEWAGE DISPOSAL SYSTEMS APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). NO OTHER ON-SITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY ODEQ. THE FOREGOING SHALL NOT LIMIT THE FUTURE INSTALLATION OR USE OF PUBLIC SANITARY SEWER SYSTEMS WHEN SUCH SYSTEMS BECOME AVAILABLE.

6. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL DISTRICT #4 OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS 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 THE UTILITY EASEMENTS.

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 DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-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, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. OVERLAND DRAINAGE EASEMENTS.

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL, NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENT ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. THE DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF

BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY, OVERLAND DRAINAGE, AND DRAINAGE AND DETENTION 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.

F. RESERVE AREAS.

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, RESERVES A AND B, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR STORMWATER DRAINAGE AND DETENTION, UTILITY, PRIVATE RECREATIONAL FACILITIES, AND OPEN SPACE USES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, ALL AS DETERMINED BY THE OWNER, AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC.

2. RESERVES A AND B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS DRAINAGE EASEMENTS AND DETENTION EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINAFTER.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

4. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS AND SUBSEQUENT FAILURE TO TIMELY PAY SUCH STATEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. DRAINAGE AND DETENTION EASEMENTS.

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL DRAINAGE AND DETENTION EASEMENTS ON, OVER, AND ACROSS RESERVES A AND B FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES OUTSIDE THE SUBDIVISION.

2. STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS AND DETENTION EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE RESERVE AREA CONTAINING SUCH EASEMENTS IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE OR DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

4. THE MAINTENANCE OF RESERVES A AND B, AND THE FACILITIES THEREIN LOCATED, SHALL BE THE RESPONSIBILITY OF THE OWNER UNTIL SUCH TIME AS RESERVES A AND B ARE CONVEYED TO THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC., WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION G SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

H. ACCESS RESTRICTIONS.

ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING KENSINGTON RIDGE II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 262) AS PROVIDED WITHIN THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON JUNE 05, 2017; AND

WHEREAS, PUD NO. 262 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON MAY 11, 2017 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JUNE 05, 2017; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. 262 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, 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. GENERAL.

1. DEVELOPMENT IN ACCORDANCE WITH PUD.

KENSINGTON RIDGE II SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE RS-1 DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD NO. 262, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 262 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE.

THE DEVELOPMENT OF KENSINGTON RIDGE II SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON JUNE 05, 2017.

B. DEVELOPMENT STANDARDS.

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN RS-1 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING SINGLE-FAMILY AND CUSTOMARY ACCESSORY AND NEIGHBORHOOD AMENITY USES, INCLUDING COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF LOTS: 60 LOTS

MINIMUM STREET FRONTAGE: 100 FT *

MINIMUM LOT SIZE: 21,780 SF

OFF-STREET PARKING AND FRONT YARD COVERAGE:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

* WEDGE-SHAPED LOTS ARE PERMITTED LESS STREET FRONTAGE, PROVIDED A 70 FT MINIMUM LOT WIDTH IS MAINTAINED AT THE FRONT BUILDING LINE.