



PLC5 - 451A

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



CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner County, here now, state the subdivision called Kensington Ridge II, has been filed into Wagoner County Records.
Lori Hendricks
Lori Hendricks, Wagoner County Clerk

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

SECTION II. PLANNED UNIT DEVELOPMENT (CONTINUED)

MINIMUM YARD SETBACKS:
FRONT YARD: 25 FT
REAR YARD: 20 FT
SIDE YARD ABUTTING A STREET: 20 FT **
SIDE YARD NOT ABUTTING A STREET: 5 FT ***

OTHER BULK AND AREA REQUIREMENTS:
AS REQUIRED WITHIN THE RS-1 DISTRICT

- ** ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO CORNER LOTS.
- *** A MINIMUM OF TEN (10) FEET OF SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS.

1. STREETS.

STREETS WITHIN THIS PUD SHALL BE PLACED IN A MINIMUM SIXTY (60) FOOT RIGHT-OF-WAY, WITH A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. STREETS SHALL BE CONSTRUCTED TO MEET MODIFIED STANDARDS FOR MINOR RESIDENTIAL STREETS WITH BORROW DITCHES, WITHOUT CURBS OR SIDEWALKS, SUBJECT TO APPROVAL BY THE CITY OF BROKEN ARROW. ACCESS INTO THE SUBDIVISION WILL BE PROVIDED BY EXTENDING TWO (2) STUB STREETS FROM KENSINGTON RIDGE, WITH STUB STREETS FOR FUTURE CONNECTIVITY TO THE UNPLATTED TRACTS TO THE WEST, NORTH, AND/OR EAST AS REQUIRED BY THE CITY OF BROKEN ARROW. ALL ACCESS WILL BE AS REQUIRED BY THE CITY OF BROKEN ARROW DURING THE PLATTING PROCESS.

2. SIGNS.

ENTRY SIGNAGE COMPLYING WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE MAY BE INSTALLED WITHIN EASEMENTS AT POINTS OF ENTRANCE TO KENSINGTON RIDGE II.

3. FENCING.

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK CHAIN LINK. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND HALF-WAY BETWEEN THE BUILDING LINE AND PROPERTY LINES.

4. LIVABILITY SPACE.

LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.D OF THE BROKEN ARROW ZONING CODE.

5. SITE PLAN REVIEW.

NO BUILDING PERMIT FOR A RESIDENCE WITHIN KENSINGTON RIDGE II SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN COMPLIANCE WITH THE PLANNED UNIT DEVELOPMENT CONCEPT AND DEVELOPMENT STANDARDS. THE PLAT WILL ALSO SERVE AS THE SITE PLAN AND MUST BE FILED OF RECORD WITH THE WAGONER COUNTY CLERK.

SECTION III. HOMEOWNERS' ASSOCIATION

A. HOMEOWNERS' ASSOCIATION.

WITHOUT LIMITATION AS TO PRESENT GEOGRAPHIC JURISDICTION, THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A DOMESTIC, NOT FOR PROFIT CORPORATION, HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE ENTRYWAYS AND THE RESERVE AREAS IN KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1757 ON PAGE 271, AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. KENSINGTON RIDGE II ADJOINS KENSINGTON RIDGE AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE KENSINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC., AS PROVIDED IN SECTION ARTICLE IV, SECTION 4.1 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KENSINGTON RIDGE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1757 ON PAGE 271.

B. MEMBERSHIP.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS.

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION.

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV. PRIVATE RESTRICTIONS

A. USE OF LAND.

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. STREET AND EASEMENT SETBACKS.

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERRECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

C. SIDE YARD SETBACKS.

EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 20 FEET.

D. REAR YARD SETBACKS.

THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET.

E. BUILDING HEIGHT.

NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

F. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS.

ADDITIONAL RESTRICTIONS AND COVENANTS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT. THIS DOCUMENT SHALL INCLUDE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT.

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT, OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION AND SECTION IV. PRIVATE COVENANTS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, OR IV., IT SHALL BE LAWFUL FOR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. OR IV. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION.

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION.

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 262 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. HOMEOWNERS' ASSOCIATION, SECTION IV. PRIVATE COVENANTS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND/OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR, ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, GREEN PROPERTY MANAGEMENT, INC. HAS EXECUTED THIS INSTRUMENT ON THIS 21 DAY OF February, 2019.

GREEN PROPERTY MANAGEMENT, INC.
AN OKLAHOMA CORPORATION

BY: *Brian J. Green*
BRIAN J. GREEN, PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 21 DAY OF February, 2019, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF GREEN PROPERTY MANAGEMENT, INC. TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

03-05-2020
MY COMMISSION EXPIRES

Jennifer Miller
JENNIFER MILLER, NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "KENSINGTON RIDGE II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 27 DAY OF FEB, 2019

BY: *Dan E. Tanner*
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE 27 DAY OF February, 2019, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

03-08-2020
MY COMMISSION EXPIRES

Jennifer Miller
JENNIFER MILLER, NOTARY PUBLIC



DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

THE Tulsa COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER AND ONSITE SEWER SYSTEM ON THIS 30 DAY OF July, 2019.

[Signature]
ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By: *[Signature]*
DEPUTY

Kensington Ridge II
CASE NO. PT17-108
SHEET 3 OF 3