

New Bedford II Extended
DEED OF DEDICATION & RESTRICTIVE COVENANTS

SECTION II
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: RAR Development, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Developer", is the owner of the following described land in Wagoner County, State of Oklahoma, to-wit:

A part of E/2 of Section 30, T-19-N, R-15-E of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows:

Commencing at the Northeast Corner of said Section 30; thence S01°20'51"E along the East line of said Section 30, a distance of 2256.20 feet to the POINT OF BEGINNING; thence continuing along said East line S01°20'51"E, a distance of 317.01 feet; thence S88°28'07"W, a distance of 100.00 feet; thence S77°09'56"W, a distance of 45.94 feet; thence along a curve to the right, having a central angle of 107°22'12", a radius of 25.00 feet and a distance of 44.28 feet; thence N01°20'50"W, a distance of 131.39 feet; thence along a curve to the left, having a central angle of 21°12'59", a radius of 175.00 feet and a distance of 64.80 feet to the Southwest corner of Lot 1, Block 1, New Bedford II, an addition to Wagoner County, filed by plat no. PLC4-370-B; thence along the south line of said Lot 1, Block 1, N58°47'46"E, a distance of 215.46 feet to a point on said East line of said Section 30, said point being the Point of Beginning, containing 47,375.51± Square Feet or 1.09± acres, more or less.

and

Commencing at the Northeast Corner of said Section 30; thence S01°20'51"E along the East line of said Section 30, a distance of 2643.21 feet to the POINT OF BEGINNING; thence continuing along said East line S01°20'51"E, a distance of 115.18 feet; thence S88°40'41"W, a distance of 350.00 feet; thence N01°20'51"W, a distance of 301.13 feet to a point on the south property line of New Bedford II, an addition to Wagoner County, filed by plat no. PLC4-370-B; thence along said south property line N58°47'46"E, a distance of 137.24 feet to the Southeast corner of Lot 1, Block 9 of said New Bedford II; thence along a curve to the right, having a central angle of 17°42'56", a radius of 125.00 feet, a distance of 38.65 feet and a tangent bearing of S19°3'48"E, along west right-of-way of N. 36th Street; thence continuing along said right-of-way, S01°20'51"E, a distance of 207.14 feet to a point of the south right-of-way line of E. Woodbury Avenue; thence continuing along said south right-of-way line N88°28'07"E, a distance of 75.00 feet; thence continuing along said south right-of-way line S80°12'52"E, a distance of 50.96 feet; thence continuing along said south right-of-way line N88°28'07"E, a distance of 100.00 feet to a point on the East line of said Section 30, also being the Point of Beginning, containing 68,866.72± square feet or 1.58± acres, more or less;

And has caused the same to be surveyed, staked and plotted into blocks, lots and streets and has designated the same as "New Bedford II Extended", a subdivision in the Wagoner County, State of Oklahoma.

SECTION I
STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Developer does hereby dedicate for the public and the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 use the streets, as designated on the accompanying plat, and does further dedicate for the public and the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 use the utility easements as designated on the accompanying plat, for the several purposes of construction, maintenance, operation, repairing, 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 said utility easements and right-of-ways for the uses and purposes aforesaid. No building, structure or other above and below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easement or right-of-way as shown, PROVIDED, HOWEVER, that the Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair and underground water or sewer mains, electric, natural gas, communication or telephone service.

B. Underground Services

- 1. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision, all supply lines including gas shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- 2. Underground service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas, service pedestal or transformer to the point of usage determined by the located and construction of such structure as may be located upon said lot; provided that upon the installation of such a service line to a particular structure, the suppliers of electric, gas 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 gas meter, service pedestal or transformer to the service entrance on said structure.
- 3. The suppliers of electric, telephone, cable television and gas services, through their 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 any portion of said underground electric, cable television or gas facilities so installed by the supplier of the utility service.
- 4. The owner of each lot shall be responsible for the protection of the service facilities located on his property and shall prevent the alteration of grade or any construction activity, which may interfere with the electric, telephone, cable television or gas 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.
- 5. The covenants set forth in this section B shall be enforceable by the suppliers of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Service

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

Within the depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited. Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas 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 ages or contractors.

The City of Broken Arrow 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.

Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow 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 and sewer facilities.

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, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow shall use reasonable care in the performance of such activities.

The foregoing covenants set forth in this Paragraph C, shall be enforceable by the Wagoner County Rural Water, Sewer, Solid Waste and Natural Gas District No. 4 and the City of Broken Arrow or its successors, and the owner of each lot agrees to be bound hereby.

D. Limits of No Access

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South 20th East Avenue within the bounds designated as "Limits of No Access" (L.N.A.) as shown on the attached plat, which "Limits of No Access" may be modified, amended, or released by the concurring approval of Wagoner County, or its successor, or as otherwise provided by the Statutes and laws of the State of Oklahoma pertaining thereto.

The foregoing covenants concerning Limits of No Access shall be enforceable by the City of Broken Arrow, and the owner of each lot agrees to be bound hereby.

E. Fence & Landscape Easement

The Owner herein establishes for the benefit of the Property Owners' Association perpetual easements as depicted on the accompanying plat as "fence and landscape easements", for the purposes of the erection and maintenance of decorative fencing, walls, landscaping and irrigation system and maintenance of such facilities shall be the obligation of the property owners' association.

THEREFORE, the Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. Use of Land

All lots shall be known and described as residential lots and shall be used for single-family residences and accessory uses.

B. Minimum Lot Size, Yards and Setback

Minimum Lot Size

No lot shall be lot-split or re-subdivided into any lot having an area of less than 6,000 square feet; provided, however, that a lot may be divided into a parcel having less than 6,000 square feet if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two parcels in not less than 6,000 square feet.

Street Setback

No building shall be erected or maintained nearer to a street than the building setback lines depicted on the plat.

Rear Yard

Each lot shall maintain a rear yard of at least twenty (20) feet; provided, however, the customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than ten (10) feet to rear lot line nor encroach upon any utility easement.

Maximum Structure Height

The maximum structure height shall be thirty-five (35) feet.

C. Floor Area of Dwellings

Single Story

A single story dwelling shall have at least 1,200 square feet of finished, heated living area.

Two Story and Story-and-a-Half

If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,000 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 1,600 square feet of finished heated living area.

Computation of Living Area

The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plot level to the face of the outside wall. Required living area must average at least seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) six (6) inches in height for at least one-half (1/2) of the required living area, and any area of less than five (5) feet in height shall be excluded.

Waiver

The Architectural Committee may waive, in the particular instance, the floor area requirements set out in Paragraph 1.

D. Garage

Each dwelling shall have an attached garage for at least two automobiles.

E. Building Material Requirements

Stem Walls

All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.

Roofing

The roof of the dwelling, erected on any lot, shall be 230 pound/25 year shingles or equal and shall be weathered wood in color. The roof system shall have a minimum 6/12 pitch except for porches and patios. All roof vents shall be painted.

Exterior Walls

The exterior walls of the dwelling erected on any lot shall be of at least 100 % brick, stone, or stucco to the top plate of the first floor; provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (Exclusive of Fireplace chase)

F. Commercial Structures

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

G. Noxious Activity

No noxious or offensive trade or activity shall be carried on upon any lot, or shall any trash, or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

H. Signs Prohibited

The construction or maintenance of advertising signs, or other advertising structures on any lot is prohibited, except as follows:
Signs advertising the sale or rental of a property are permitted, provided they do not exceed nine (9) square feet in display surface area. During the development period of New Bedford II Extended and subsequent phases of additional adjacent developments, signs advertising the subdivision or the initial offering of a lot may be located at the entrances to New Bedford II Extended. Permanent signs identifying the subdivision and subsequent phases of additional adjacent developments may be located at the entrances to New Bedford II Extended.

I. Existing Buildings

No existing erected building of any sort may be moved onto or placed on any lot.

J. Temporary Structures and Outbuildings

No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.

Except for building existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the specifications and design thereof are approved by the Architectural Committee.

K. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer, or similar recreational vehicle shall be located, parked, or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within New Bedford II Extended.

L. Antennae

No exterior radio or television tower, aerial, antenna, or satellite dish shall be located upon any lot, except a receiver dish not to exceed 20-inches in diameter which is attached to the dwelling.

M. Interior Fences or Walls

Interior fences and walls situated upon residential lots shall comply with the following:
No such fence or wall shall exceed six (6) feet height. No fence or wall shall be erected or maintained nearer to the streets within the subdivision than the building setback lines depicted on the plat. Fence or walls shall be wood, wrought iron, or masonry construction. Chain link is not acceptable. Vinyl coated chain link fence with wood post and top rail restricted to Reserve Areas only.

N. Swimming Pools

Above Ground swimming pools are prohibited.

O. Trash Containers

Trash containers, except during periods of collection shall be stored out of view from abutting streets. No exposed garbage cans, trashcan or any trash burning apparatus or structure shall be placed on any lot.

P. Basketball Goals

No basketball goals or structures are allowed in the street right of ways.

O. Architectural Committee-Plan Review

No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior finish scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of Terry Davis and Charles Ramsay, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above-named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials, and plot plans submitted to it as herein required within 30 days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve any of the building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular restriction. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision, which they would otherwise be entitled to maintain.

The powers and duties of the Committee or its designated representative shall cease on the 1st day of December, 2015.

SECTION III
PROPERTY OWNERS' ASSOCIATION

A. Formation of Owners' Association

The Developers have formed or shall cause to be formed the New Bedford II Extended LLC Property Owners' Association, Inc. (hereinafter referred to as the Association), a non-profit entity established pursuant to the General Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the streets and other common areas and the landscaping and fencing in the landscaped easements and enhancing the value, desirability, and attractiveness of New Bedford II Extended.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association as of the date of incorporation, or as the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The owners and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, not to exceed \$350.00 per year per lot owned; provided, however, the Board of Directors may increase each year subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any of the Consumer Price Index occurring over the 12 months ending 60 days prior to the current assessment period or 5% whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including the City of Broken Arrow, Oklahoma. Annual assessments exceeding the amount above set forth shall require the assent of 75% of the lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

D. Certain Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants within this document contained, and shall have the right to enforce said covenants and agreements.

E. Additional Areas

The Owner may acquire additional property adjacent to New Bedford II Extended. Consequently, he, his successors, and assigns reserve the right to develop and add additional land in this area to this development, the Property Owners' Association. The lot owners of the combined areas shall be considered as one entity for the mutual enjoyment and responsibilities of the total area.

SECTION IV
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Developers, their successors and assigns and all parties claiming under them. Within the provisions of Section I, are set forth certain covenants and the enforcement rights pertaining thereto and additionally the covenants within Section I and II whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow. Then covenants within Section III and IV shall inure to the benefit of owners of residential lots within the subdivision, and the Property Owners' Association provided for in Section IV. If the Developer or owners of lots within New Bedford II Extended, or their successors or assigns shall violate any of the covenants within Section III or IV, it shall be lawful for any person or persons owning any lot situated within the subdivision or the Property Owners' Association to maintain any action in 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 covenants or to recover damages for such violations.

B. Duration

These restrictions shall remain in full force and effect until December 1st, 2029 and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. Amendment or Termination

The Covenants contained within Section I, Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Broken Arrow Planning Commission, or its successors with the approval by the City of Broken Arrow. The Covenants contained within Section II, Land Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision.

The Covenants within Section III, Private Building and Use Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least one (1) lot within New Bedford II Extended LLC or alternatively, the covenants within Section III may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, PROVIDED, HOWEVER, in the event of a conflict in amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument amending or terminating covenants 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: RAR DEVELOPMENT, LLC, an Oklahoma limited liability company, has executed this instrument this 17th day of NOVEMBER, 2005.

RAR DEVELOPMENT, LLC

By: *[Signature]*
L. Glen Shaw, Manager

State of Oklahoma)
)ss
County of Wagoner)

Before me the undersigned, a Notary Public in and for said County and State, on this 17th day of NOVEMBER, 2005, personally appeared L. Glen Shaw, known as the identical person who subscribed the name of RAR Development, LLC, thereof to the foregoing instrument as a member 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 such company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My commission expires: 10-18-06



CERTIFICATE OF SURVEY

I, Brian David Scott, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have at the instance of the owner designated above, caused the above described survey performed under my supervision, and that the accompanying plat is a true and accurate representation of said survey.

Signed and seal this 17th day of NOVEMBER, 2005.

[Signature]
Registered Land Surveyor

State of Oklahoma)
)ss
County of Wagoner)



Before me the undersigned, a notary public in and for said County and State, on this 17th day of NOVEMBER, 2005, personally appeared Brian David Scott, to me known to be the identical person who executed within and foregoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My commission expires: 10-18-06



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



APPROVED 6-20-05 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter
Mayor
Attest: City Clerk *[Signature]*

js 12-5-05
New Bedford II Extended