WAGONER COUNTY, OKLAHOMA
CAROLYN M KUSLER, COUNTY CLERK PLC 4-381A 06/24/2005 #2005-9812
01:32:08PM B-1500 P-503

NEW HEART FELLOWSHIP CHURCH
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

NEW HEART FELLOWSHIP CHURCH HEREINAFTER SOMETIMES CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE N/2 OF THE SW/4 OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID N/2 SW/4; THENCE S 89°53'41" E ALONG THE NORTH BOUNDARY OF SAID N/2 SW/4 A DISTANCE OF 324.00 FEET; THENCE S 8°30'31" E A DISTANCE OF 242.74 FEET; THENCE S 32°46'57" E A DISTANCE OF 120.98 FEET; THENCE S 10°49'18" E A DISTANCE OF 106.03 FEET; THENCE S 69°17'58" W A DISTANCE OF 97.45 FEET; THENCE S 0°01'13" W A DISTANCE OF 180.70 FEET; THENCE S 89°53'14" E A DISTANCE OF 300.05 FEET; THENCE S 0°01'13" W A DISTANCE OF 659.39 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID N/2 SW/4; THENCE N 89°53'14" W ALONG THE SOUTH BOUNDARY OF SAID N/2 SW/4 A DISTANCE OF 654.39 FEET TO THE SOUTHWEST CORNER OF SAID N/2 SW/4; THENCE N 00°01'13" E A DISTANCE OF 1320.37 FEET TO THE POINT OF BEGINNING, CONTAINING 15.53 ACRES MORE OR LESS.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT AND ONE BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "NEW HEART FELLOWSHIP CHURCH", AN ADDITION TO BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

THIS PROPERTY IS A PART OF SPECIFIC USE PERMIT, NO. SP 172A, THAT WAS APPROVED BY THE CITY COUNCIL ON JUNE 7, 2004 SUBJECT TO THE FOLLOWING CONDITIONS:

1.) SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE. IF A SIGN IS DESIRED THAT IS GREATER THAN 32 SQUARE FEET IN SIZE, 10 FEET IN HEIGHT, A REVISED SPECIFIC USE PERMIT WOULD HAVE TO BE SUBMITTED.

2.) NO BUILDINGS SHALL BE PLACED IN THE 100-YEAR FLOODPLAIN. NO GRADING OR PARKING SHALL BE ALLOWED WITHIN THE 100-YEAR FLOODPLAIN WITHOUT THE APPROVAL OF THE CITY ENGINEER AND COMPLETION OF THE LETTER OF MAP REVISION (LOMR) PROCESS.

3.) NO PARKING SHALL BE ALLOWED WITHIN THE FRONT BUILDING SETBACK AS STATED IN ARTICLE X, SECTION 5.b. OF THE ZONING ORDINANCE.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF NEW HEART FELLOWSHIP CHURCH AND FOR THE PURPOSE OF ENSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "NEW HEART FELLOWSHIP CHURCH" AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION 1. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE RIGHT OF WAY AS SHOWN ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES. TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SUCH EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, AND ALONG ALL OF THE EASEMENT AREAS SHOWN ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREON IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND CONSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

1.1 ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES.

1.1.1 OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRICITY, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE EASEMENTS ALONG THE NORTH SIDE OF THE ADDITION. ELSEWHERE THROUGHOUT THE ADDITION ALL SUPPLY LINES SHALL BE LOCATED EITHER OVERHEAD OR UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY OF SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

1.1.2 STREET LIGHT POLES AND STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES 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.

1.1.3 UNDERGROUND SERVICE CABLES TO ALL BUILDINGS LOCATED IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH BUILDINGS AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIERS OF SAID SERVICES SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING.

1.1.4 THE VARIOUS SUPPLIERS OF ELECTRICITY, TELEPHONE AND CABLE TELEVISION SERVICES THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES INSTALLED BY THEM.

1.1.5 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON THE PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE SUPPLIERS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR HIS AGENTS OR CONTRACTORS.

1.1.6 THE OWNER OF THE LOT SHALL PAY AND BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF LANDSCAPE AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OR REPAIR OF ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES LOCATED ON HIS PROPERTY; PROVIDED, HOWEVER, THAT THE SUPPLIERS OF THE SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.1.7 THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

1.1.8 THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE SERVICES SHALL BE ENFORCEABLE BY THE RESPECTIVE SUPPLIERS OF SAID SERVICES, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.2 WATER AND SANITARY SEWER SERVICE

1.2.1 THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS, AND SANITARY SEWER MAINS. SAID ALTERATIONS OF GRADE SHALL BE LIMITED TO EASEMENTS.

1.2.2 THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH SAID EASEMENT-WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, MAINTAINING OR REPLACING ANY PORTION OF UNDERGROUND WATER AND SEWER FACILITIES.

1.2.3 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF LANDSCAPE AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OR REPAIR OF PUBLIC WATER OR SEWER FACILITIES LOCATED ON HIS PROPERTY; PROVIDED, HOWEVER, TULSA COUNTY OR THE CITY OF BROKEN ARROW, OKLAHOMA SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.2.4 THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE COUNTY OR CITY OF BROKEN ARROW OR THEIR SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.3 LIMITS OF NO ACCESS

1.3.1 THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (NO ACCESS) EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. TWO MUTUAL ACCESS (40' MINIMUM) WILL BE PROVIDED FOR ADJOINING PROPERTY TO THE EAST. THESE SHALL REMAIN IN EFFECT UNLESS AN AGREEMENT RELEASING THE MUTUAL ACCESS IS AGREED TO BY ALL THREE PARTIES INCLUDING THE CITY OF BROKEN ARROW.

1.3.2 THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" (NO ACCESS) SHALL BE ENFORCEABLE BY CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 GAS SERVICE

1.4.1 THE SUPPLIERS OF GAS SERVICE, THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS 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 SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.

1.4.2 THE SUPPLIERS OF GAS SERVICE SHALL HAVE AN EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE PIPE LINE EXTENDING FROM THE TRANSMISSION LINE TO THE SERVICE METER.

1.4.3 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE PROVIDERS OF SAID SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNERS OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT, ITS AGENTS OR CONTRACTORS.

1.4.4 THE FOREGOING COVENANTS CONCERNING GAS FACILITIES SHALL BE ENFORCEABLE BY CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.5 DETENTION RESERVE AREA "A"

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC, A DETENTION RESERVE AREA AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUN-OFF FROM THIS ADDITION. THE DETENTION RESERVE AREA SHALL REMAIN UNDER THE OWNERSHIP OF LOT 1, BLOCK 1. NO BUILDINGS CAN BE CONSTRUCTED IN RESERVE AREA "A".

1.5.1 DRAINAGE FACILITIES CONSTRUCTED IN SAID DETENTION RESERVE AREA SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY. SAID DETENTION RESERVE AREA SHALL BE MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1, THEIR SUCCESSORS AND ASSIGNS, AT THEIR COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY. MAINTENANCE OF THE DETENTION RESERVE AREA SHALL INCLUDE MOWING AND REMOVAL OF ANY OBSTACLES THAT IMPEDE THE FLOW OF WATER OVER AND THROUGH THE DRAINAGE EASEMENT. IN THE EVENT SAID GRANTOR, THEIR SUCCESSORS AND ASSIGNS, SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DETENTION RESERVE AREA AND FACILITIES THE CITY MAY ENTER SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF SAID MAINTENANCE SHALL BE PAID BY SAID GRANTOR, THEIR SUCCESSORS AND ASSIGNS. IN THE EVENT SAID GRANTOR, THEIR SUCCESSORS AND ASSIGNS, FAILS TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN (30) DAYS AFTER SAID COMPLETION OF SAID MAINTENANCE, SAID COSTS SHALL BE LIEN AGAINST NEW HEART FELLOWSHIP CHURCH FOR WHICH PAYMENT HAS NOT BEEN MADE, WHICH LIEN MAY BE FORECLOSED BY THE CITY.

1.6 FLOODPLAIN RESERVE AREA "B"

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC, RESERVE AREA "B" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUN-OFF FROM THIS ADDITION AND UPSTREAM AREAS. THE RESERVE AREA SHALL REMAIN UNDER THE OWNERSHIP OF NEW HEART FELLOWSHIP CHURCH. NO STRUCTURES OR BUILDINGS CAN BE CONSTRUCTED IN RESERVE AREA "B" AND FENCES, IF INSTALLED, SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE.

1.6.1 RESERVE AREA "B" SHALL BE MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1, THEIR SUCCESSORS AND ASSIGNS, AT THEIR COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY. MAINTENANCE OF RESERVE AREA "B" SHALL INCLUDE MOWING AND REMOVAL OF ANY OBSTACLES THAT IMPEDE THE FLOW OF WATER OVER AND THROUGH THE DRAINAGE EASEMENT. IN THE EVENT SAID GRANTOR, THEIR SUCCESSORS AND ASSIGNS, SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID RESERVE AREA AND FACILITIES THE CITY MAY ENTER SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF SAID MAINTENANCE SHALL BE PAID BY SAID GRANTOR, THEIR SUCCESSORS AND ASSIGNS. IN THE EVENT SAID GRANTOR, THEIR SUCCESSORS AND ASSIGNS, FAILS TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN (30) DAYS AFTER SAID COMPLETION OF SAID MAINTENANCE, SAID COSTS SHALL BE LIEN AGAINST NEW HEART FELLOWSHIP CHURCH FOR WHICH PAYMENT HAS NOT BEEN MADE, WHICH LIEN MAY BE FORECLOSED BY THE CITY.

SECTION II. DEFINITION OF TERMS, ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

2.1 DEFINITION OF TERMS

IN THE EVENT OF ANY AMBIGUITY AS TO THE MEANING OF ANY TERMS PERTAINING TO USE AND BUILDING RESTRICTIONS AS SET FORTH IN SECTION II HEREOF, THE DEFINITION OF SUCH TERMS SHALL BE DEEMED TO BE THE SAME AS THE PROVISIONS OF THE BROKEN ARROW SUBDIVISION REGULATIONS, BROKEN ARROW REVISED ORDINANCES, AS THE SAME EXISTED ON THE DATE OF EXECUTION OF THIS DEED OF DEDICATION.

2.2 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION 1, UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY CITY BROKEN ARROW, OKLAHOMA IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH IN SECTION 1 HEREOF WITH RESPECT TO SUCH COVENANTS ONLY, OR THE BROKEN ARROW, OKLAHOMA WITH RESPECT TO THE COVENANTS SET FORTH IN SECTION 1, SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATIONS THEREOF.

2.3 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.

2.4 SEVERABILITY

INVALIDATION OF ANY COVENANT OR 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.

2.5 AMENDMENT

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE PROPERTY TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED.

OWNER:

NEW HEART FELLOWSHIP CHURCH

EXECUTED THIS INSTRUMENT THIS 1ST DAY OF June, 2005.

ATTEST: _____ BY: _____

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF June, 2005, PERSONALLY APPEARED TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS Pres. AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

CYNTHIA J. LEWIS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

_____ NOTARY PUBLIC

3-8-2009 MY COMMISSION EXPIRES 05002451

CERTIFICATE OF SURVEY

I, GARY W. BREISCH, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREON AS , AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE "OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING" AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 3rd DAY OF Feb., 2005.

REGISTERED LAND SURVEYOR GARY W. BREISCH 1134 OKLAHOMA

_____
GARY W. BREISCH
OK. PLS. 1134
CA 973 PE/LS EXP. DATE 6/30/06

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 3RD DAY OF FEB., 2005, PERSONALLY APPEARED, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE 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.

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 11, 2005

APPROVED 12-20-04 by the City Council of the City of Broken Arrow, Oklahoma
Richard Carter
Mayor
Linda Fogundes
Attest: City Clerk
Interim 1-9-05

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 2004 tax rolls the taxes on the above description are paid.

Gloria Marshall
~~Ass't Co. Treasurer~~, County Treasurer
by Dawn Marshall
~~Deputy~~

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

C.T.A. REG. NO. 044035-00-21531

CASE NO. PT04-107
DEVELOPMENT NO. 03-162
PAGE 2 OF 2

Time: 6:39 am
Scale: 1=60 (PS)
Date: 2/3/2005
Drawing Name: 044035-00\ENG\DWG\FINAL-PLAT.dwg (ph440)
Xrefs Used: br-pe, BORDER, AREAS, LOC-MAP, 044035bs
© 2004 Crafton, Tull & Associates, Inc.