

OAK CREEK SOUTH EXTENDED FINAL PLAT

A part of the SE/4 of Section 18, T-18-N, R-15-E, of the I.B. & M,
City of Broken Arrow, Wagoner County, State of Oklahoma.

PUD 204
(7.320 Acres)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAK CREEK SOUTH EXTENDED

W ALL MEN BY THESE PRESENTS:

vestors I, LLC, hereinafter referred to as Owner, are the Owners/Developer of the
ving described land in the City of Broken Arrow, County of Wagoner, State of
oma, to-wit:

MENCING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 18
TH, RANGE 15 EAST; THENCE NORTH 01°25'04" WEST ALONG THE EAST
ION LINE A DISTANCE OF 2,640.15 FEET TO THE NE CORNER OF THE
TH-HALF OF THE SOUTHEAST-QUARTER OF SECTION 18, THENCE SOUTH
1°19" WEST, ALONG THE NORTH LINE OF THE NORTH-HALF OF THE
HEAST CORNER OF SECTION 18, A DISTANCE OF 918.59 FEET TO THE
T OF BEGINNING OF SAID TRACT OF LAND;

NCE SOUTH 88°52'19" WEST, ALONG THE NORTH LINE OF THE
TH-HALF OF THE SOUTHEAST CORNER OF SECTION 18, A DISTANCE OF
.03 FEET; THENCE SOUTH 01°26'21" EAST A DISTANCE OF 200.00 FEET;
NCE NORTH 88°52'19" EAST A DISTANCE OF 1,465.45 FEET; THENCE NORTH
5°35" EAST A DISTANCE OF 325.25 FEET, TO THE POINT OF BEGINNING OF
TRACT CONTAINING 7.320 ACRES MORE OR LESS.

on-astronomic bearings for this plat are based on an assumed bearing SOUTH
2°19" WEST along the North line of the N/2 of the Southeast-Quarter of Section 18,
N, R-15-E of the Indian Base & Meridian, Wagoner County, State of Oklahoma,
ding to the official U.S. Government Survey thereof.

ave caused the same to be surveyed, staked and platted, to blocks, lots and streets and
esignated the same as OAK CREEK SOUTH EXTENDED, a subdivision in the city of
en Arrow, Wagoner County, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

General Utility Easements:
Owner /Developer does hereby dedicate for the public use the utility easements as
nated on the accompanying plat, for the purposes of constructing, maintaining,
ating, repairing, and/or removing any and all public utilities including storm sewers,
ary sewers, telephone and communication lines, electric power lines and transformers,
ines, water lines, and cable television lines, together with all fittings, including the
s, wires, conduits pipes, valves, meters and equipment for each of such facilities and any
ppurtenances thereto with the rights of ingress and egress to and upon said utilities,
nents and rights-of-way for the uses and purposes aforesaid. No building, structure, or
above or below ground obstruction will be placed, erected, installed or permitted upon
asements or rights-of-way as shown;

VIDED, HOWEVER, that the Owner /Developer hereby reserves the right to construct,
tain, operate, lay and relay, water lines and sewer lines, together with the right of
ss and egress for such construction, maintenance, operation, laying and relaying over,
s and along all of the utility easements, shown in said plat, for the purpose of furnishing
r and/or sewer services to the area included in said plat. The Owner of each lot shall be
nsible for the repair and replacement of any landscaping and paving located within the
y easements in the event it is necessary to repair any underground water or sewer mains,
ric, natural gas, communication or telephone service.

lectric, Gas and Communication Service:
Underground service cables and gas lines to all structures which may be located on all
in OAK CREEK SOUTH EXTENDED may be run from the nearest service pedestal,
former or gas main to the point of usage determined by the location and construction of
structure as may be located upon each said lot; provided that upon the installation of
a service cable or gas line to a particular structure, the supplier of electric,
munication or gas service shall thereafter be deemed to have a definitive, permanent and
stive right-of-way easement on said lot, covering a five foot (5') strip extending 2.5 feet
ach side of such service cable or gas line, extending from the service pedestal,
former or gas main to the service entrance on said structure. No structures for human
tation will be allowed on any lot.

The supplier of electric, communication or gas service, through their proper agents and
locees shall at all times have right of access to all such easement ways shown on said
or provided for in this Deed of Dedication for the purpose of installing, maintaining,
yving or replacing any portion of said underground electric, communication or gas
ities so installed by them.

The Owner of each lot shall be responsible for the protection of the underground
tric, communication or gas facilities located on his property and shall prevent the
ation of grade or any construction activity which may interfere with said electric,
munication or gas facilities. The companies will be responsible for ordinary
tenance of underground electric, communication or gas facilities, but the Owner will
for damage or relocation of such facilities caused or necessitated by acts of the Owner or
gents or contractors.

The foregoing covenants concerning underground electric, communication and gas
ities shall be enforceable by the supplier of electric, communication and gas service, and
Owner of each lot agrees to be bound hereby.

Public Utility Service:
The Owner of each lot shall be responsible for the protection of the public utility mains
ted on or in their lot.

Within the depicted utility easement areas, if the ground elevations are altered from
ours existing upon the completion of the installation of a public utility mains, all ground
l apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the
grade by the owner or at the owner's expense.

The City of Broken Arrow, Wagoner County Rural Water District 4 or its successors
be responsible for ordinary maintenance of public utility mains, but the Owner will pay
amage or relocation of such facilities caused or necessitated by acts of the Owner, his
ts or contractors.

The City of Broken Arrow, Wagoner County Rural Water District 4 or its successors,
ugh its proper agents and employees, shall at all times have right of access with their
ipment to all such easement ways shown on said plat, or provided for in this Deed of
lication for the purpose of installing, maintaining removing or replacing any portion of
underground public facilities.

The Owner of the lot shall be responsible for the repair of damage to landscaping and
ing occasioned by necessary maintenance or repair of the public utility facilities within
easement areas; provided, however, the City of Broken Arrow and Wagoner County
al Water District 4, shall use reasonable care in the performance of such activities.

The foregoing covenants set forth in this Paragraph 1.3 shall be enforceable by the City
roken Arrow, Wagoner County Rural Water District 4 or its successors, and the Owner
ach lot agrees to be bound hereby.

1.4 Public Drainage Easement
(A) The Owner of lot 17 and 18 shall be responsible for the protection of the public
drainage located on or in their lot.
(B) Within the depicted utility and drainage easement areas the alteration or changing of
any grade or elevation shall require the approval of the Broken Arrow Engineering and
Construction Department.
(C) The Owners of lot 17 and 18 will be responsible for ordinary maintenance of the
public drainage easements shown on Lots 17 and 18 per the Broken Arrow Stormwater Code
Section 25-202(j).
(D) 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.

SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner /Developer desires to establish restrictions for the purpose of
providing for an orderly development and to insure adequate restrictions for the mutual
benefit of the Owner /Developer, its successors and assigns.

WHEREFORE, 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 in accordance with Planned Unit Development
204:

2.1 BUILDINGS

The lot owner shall be able to erect buildings for the use of garages, storage, or maintenance
but any building erected on these lots shall not be for residency. The height of any building
shall be compliant with the City of Broken Arrows zoning code for the R2 single family area
and the restrictions as set forth in Planned Unit Development 204. No habitable structures
will be allowed.

2.2 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.

2.3 Noxious Activity:

No noxious or offensive trade or activity shall be carried on upon any lot, nor 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.

2.4 Signs Prohibited:

The construction or maintenance of advertising signs, or other advertising structures on any
lot is prohibited.

2.5 Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats,
boat trailers, house trailers, campers, motor homes, panel trucks, camper trailers, recreational
vehicles or similar vehicle shall be located, parked or stored within a side, front or rear yard,
and if not located within an enclosed garage, shall be screened sufficiently to prevent any
view thereof from any street or neighboring lot within abutting subdivisions.

SECTION III. PLANNED UNIT DEVOPMENT STANDARDS

3.1 The lots shown on this plat are subject to the Planned Unit Development (PUD) 204
duly approved by the City of Broken Arrow on 19 October, 2010.

3.2 The development of the Lots shown on this plat shall be in accordance with the
standards as shown in PUD 204 associated with Tract III.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

4.1 Enforcement. The restrictions herein set forth are covenants to run with the land and
shall be binding upon the Lot Owner, their successors and assigns and all parties claiming
under them. Within the provisions of Subsection 1.1, General Utility Easements;
Subsection 1.2, Electrical, Gas and Communication Service; Subsection 1.3, Public
Utility Service; and Subsection 1.4, Public Drainage Easement. The covenants within
Section I or II shall inure to the benefit of Owners of residential lots within the
subdivision. If the Lot Owner or Owners of lots within OAK CREEK SOUTH
EXTENDED, or their successors or assigns shall violate any of the covenants within
Section I or II, it shall be lawful for any person or persons owning any lot situated within
the subdivision 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.

4.2 Duration:

These restrictions shall remain in full force and effect until January 1, 2022 and shall
automatically be continued thereafter for successive periods of ten (10) years each unless
terminated or amended as hereinafter provided.

4.3 Amendment or Termination:

The covenants contained within Section I and II may be amended, modified, changed or
canceled only by a written instrument signed and acknowledged by the Owners of more
than ninety-five percent (95%) of the lots within the subdivision, approved by the City of
Broken Arrow and the provisions of such instrument shall be binding from and after the
date it is properly recorded.

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 thereof as set forth herein, which shall remain in full force and
effect.

4.5 Attachment

Each lot depicted herein shall be permanently attached to the adjacent north lot in Oak
Creek South and shall remain forevermore a whole part in accordance with the approved
conditions of Planned Unit Development # 204.

IN WITNESS THEREOF, FP Investors I, LLC, a Texas Limited Liability Company, has executed this instrument
this 10th day of September, 2012.

FP Investors I, LLC
A Texas Limited Liability Company

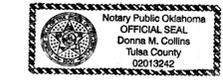
ATTEST:
BY Donna M. Collins
Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF WAGONER)

Before me the undersigned, a Notary Public in and for said County and State on this 13th day of
Sept, 2012 personally appeared Alex K. Koberstein to me known to be the
identical person who subscribed the name of the maker thereof as its Managing 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 the
corporation of FP Investors I, LLC, for the uses and purposes therein set forth.

Donna M. Collins
Notary Public

My Commission Expires:
8/1/2014

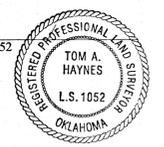


REGISTERED SURVEYOR'S CERTIFICATE

I, Tom A. Haynes, do hereby certify that I am by Profession a Licensed Land Surveyor in
the State of Oklahoma, and the plat of OAK CREEK SOUTH EXTENDED, an addition to
the City of Broken Arrow, Oklahoma consisting of two(2) sheets, represents a survey made
under my supervision on the 8th day of Sept, 2012.

I further certify that said annexed plat complies with Requirements of Senate Bill 377,
Section 518 as amended and that this plat of survey meets 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.

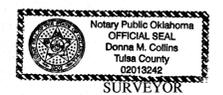
Tom A. Haynes
Tom A. Haynes - Professional Land Surveyor #1052



STATE OF OKLAHOMA)
) ss
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th
day of Sept, 2012, personally appeared Tom A. Haynes, to me known to be the
identical person who executed the within and foregoing instrument and acknowledged 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.

Notary Public Donna M. Collins
My Commission Expires: 8/1/2014



OWNER
FP Investors I, LLC
17103 Preston Road
Dallas, TX 75248
214-950-8838
rex@forddevelopment.net

White Surveying Company
9936 E. 55th Place
Tulsa, Oklahoma 74146
(918) 663-6924
Certificate of Authorization No. CA1098
Expires June 30, 2013

APPROVED 11-15-11 by the City
Council of the City of Broken Arrow,
Oklahoma,
Craig Thurmond
Mayor
Maria L. Benge
Attest: City Clerk

