



**CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS**

OAK CREEK SOUTH - PHASE 3  
AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

DEED OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT RAUSCH COLEMAN HOMES OF TULSA, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

(LEGAL DESCRIPTION) SEE FIRST PAGE OF PLAT

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 68 LOTS IN 2 BLOCKS ALONG WITH THE RESERVE AREAS, COMMON AREAS AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "OAK CREEK SOUTH PHASE 3," A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREAFTER DEFINED.

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

1. PUBLIC STREETS AND UTILITY EASEMENTS.  
THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREETS AND THEIR RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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 SEWER, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINE AND TRANSFORMERS GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES WIRES, CONDUITS, PIPES, VALVES METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AN UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANY PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

2. UNDERGROUND ELECTRIC AND COMMUNICATION  
(a) OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT(S) OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.  
(b) ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMER, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.  
(c) UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.  
(d) THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.  
(e) THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

3. UNDERGROUND SERVICE  
(a) OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PARAMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION 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 EASEMENT WAYS.

(b) 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.  
(c) THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.  
(d) THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.  
(e) THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

4. GAS SERVICE  
(a) THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.  
(b) THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.  
(c) THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

5. RESERVE AREA B IS A COMMON AREA THAT SERVES AS DEDICATED UTILITY AND DRAINAGE EASEMENTS.

6. WATER AND SANITARY SERVICES  
(a) EACH LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER LINES, AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT OR RESERVE AREA.  
(b) WITHIN THE UTILITY EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION INSTALLATION OF A PUBLIC WATER MAIN OR STORM WATER DRAINAGE FACILITY OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS OR STORM 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.  
(c) THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

**SECTION II. DEVELOPMENT**

THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS ON ALL LOTS WITHIN THE SUBDIVISION TO RUN WITH THE LAND FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS AND THE CITY.

1. GENERAL  
(a) DEVELOPMENT IN ACCORDANCE WITH PLAT: THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PLAT NO. PT16-113A.  
(b) APPLICABLE ORDINANCE: THE SUBDIVISION SHALL BE DEVELOPED AND USED IN ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE RS-3 ZONING DISTRICT OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW.

2. DEVELOPMENT STANDARDS, PER ZONING DISTRICT RS-3

PERMITTED USE: DETACHED SINGLE-FAMILY RESIDENTIAL DWELLING UNITS

MAXIMUM NUMBER OF LOTS:	68
MINIMUM LOT WIDTH:	60 FEET
MINIMUM LOT SIZE:	7000 SQUARE FEET
MAXIMUM BUILDING HEIGHT:	2 STORIES ( 35 FEET)

OFF-STREET PARKING: MINIMUM 2 ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

MINIMUM LIVABILITY SPACE:	3000 SQUARE FEET
MINIMUM YARD SETBACKS	
FRONT YARD	25 FEET

REAR YARD	20 FEET
SIDE YARD ABUTTING A STREET	25 FEET
SIDE YARD NOT ABUTTING A STREET	5 FEET

3. THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING SIDEWALK ALONG THE STREET FRONTAGE OF RESERVE AREA "B".

**SECTION III. HOME OWNERS ASSOCIATION**

1. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS TO PHASE II  
THE OWNER HAS FORMED A HOME OWNERS ASSOCIATION ("HOA") TO GOVERN THE SUBDIVISION TO BE KNOWN AS OAK CREEK SOUTH PHASE II HOME OWNERS ASSOCIATION. THE HOA ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER OR ITS ASSIGNEE TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER OR ITS ASSIGNEE BY FILING A SUPPLEMENTAL DECLARATION THERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, SUCH AS THE PROPERTY DESCRIBED HEREIN, AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THERewith, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

2. MEMBERSHIP  
EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

3. ASSESSMENTS  
EACH OWNER OF A LOT, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

4. MAINTENANCE OF COMMON AREAS  
THE OWNER OF THE COMMON AREAS (INCLUDING RESERVE AREA "B") SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT OR AS DESCRIBED IN THESE COVENANTS AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DETENTION/RETENTION PONDS, PERIMETER FENCING AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT OR THESE COVENANTS AND AS AMENDED.

**SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY**

1. ENFORCEMENT  
THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN.

2. DURATION  
THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

3. AMENDMENT OR TERMINATION  
THE COVENANTS CONTAINED WITHIN SECTION I MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTION I AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

4. SEVERABILITY  
INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, RAUSCH COLEMAN HOMES OF TULSA, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 16th DAY OF January, 2020.

*David C. Faye*  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY *David C. Faye*

TITLE *Manager*

**ACKNOWLEDGMENT**

STATE OF *Oklahoma*

COUNTY OF *Washington*

ON THIS 16th DAY OF January, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED *David C. Faye* TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT HE/SHE WAS THE *Manager* OF RAUSCH COLEMAN HOMES OF TULSA, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND HE/SHE RESPECTIVELY ACKNOWLEDGED TO ME THAT HE/SHE HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS 16th DAY OF January, 2020.

*Kristy Payne*  
NOTARY PUBLIC

MY COMMISSION EXPIRES

*11/17/22*



**SURVEYOR'S NOTES**

BASIS FOR BEARINGS: THIS SURVEY IS "GRID" NORTH ON NAD 83, OKLAHOMA NORTH - STATE PLANE COORDINATE SYSTEM.

**DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY:**

- SURVEY PLAT BY ADAM K. HINDS, PLS 1781, DATED 8-17-16, DEPICTS OVERALL PARCEL FROM WHICH THIS SUBDIVISION WAS DEVELOPED; AND  
- PLAT OF OAK CREEK SOUTH PHASE II SUBDIVISION, RECORDED AS WAGONER COUNTY DOCUMENT 2018-4602, Book 2425, Page 0755, ADJACENT TO NORTH AND WEST.  
NO OTHER DOCUMENTS WERE PROVIDED FOR, NOR ARE REFERENCED ON THIS SURVEY.

FIELD WORK FOR THIS SURVEY WAS COMPLETED IN DECEMBER, 2019. ALL LOT CORNERS ARE MARKED BY A SET 1/2" REBAR WITH PLASTIC CAP. CURVE DISTANCES SHOWN ON THE PLAT ARE ARC LENGTH.

ALL EASEMENTS KNOWN TO McCLELLAND CONSULTING ENGINEERS, INC. AT THE TIME OF THE SURVEY ARE SHOWN ON THE DRAWING. NO STATEMENT IS MADE AS TO THE COMPLETENESS OF THE EASEMENTS SHOWN. TRACT IS SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, AND PLANNING AND ZONING REGULATIONS OF RECORD, IF ANY, AND IS SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS.

FLOOD HAZARD - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP 40145C0095J, REVISED SEPTEMBER 30, 2016, THIS PROPERTY LIES WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD.

I, PAUL WALLA, A LICENSED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS OAK CREEK SOUTH PHASE III, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE 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.

EXECUTED THIS 15th DAY OF JANUARY, 2020.

*Paul Walla*

PRINT NAME: PAUL WALLA  
LICENSED LAND SURVEYOR  
OKLAHOMA NO. 1903

