

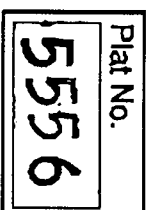
TULSA COUNTY CLERK - ERIKENE WILSON
 Book 01091581 Page 1 of 6580/1260-1260
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BROADWAY PARK

An Addition to the City of Broken Arrow,
 Being a Subdivision of a part of the SE/4 of Section 8, T-18-N, R-14-E, of
 the Indian Meridian, Tulsa County, State of Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

That 78th & Olive, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the Owner/Developer of the following described real property situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

A tract of land beginning 200.7 feet South of the Northeast corner of the East Half of the Southeast Quarter (E/2 SE/4) of Section Eight (8), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof:

Thence West 1320 feet:

Thence South 330 feet:

Thence East 1320 feet:

Thence North 330 feet to the Point of Beginning.

The aforementioned legal description is per the Warranty Deed recorded in Book 6319, Page 1812, and is one in the same and wholly contained within the following legal description being more particularly described as follows:

A tract of land located in the N/2 of the NE/4 of the SE/4 of Section 8, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the East Quarter Corner of Section 8, T-18-N, R-14-E, Tulsa County, State of Oklahoma:

Thence S 00°01'08"E along the East Line of the SE/4 of said Section 8 a distance of 200.75 feet to the "Point of Beginning", said point also being the southeast corner of "Bethany Free Will Baptist Church Addition", on addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 4332, as filed in the records of the Tulsa Court Clerk's office;

Thence continuing S 00°01'08"E along the East line of SE/4 of said Section 8, a distance of 330.00 feet:

Thence S 89°54'48"W a distance of 1319.79 feet to the West Line of the N/2 of the NE/4 of the SE/4 of said Section 8:

Thence N 00°01'01"W along the West Line of the N/2 of the NE/4 of the SE/4 of said Section 8 a distance of 330.00 feet to the Southeast corner of "Bethany Free Will Baptist Church Addition";

Thence N 89°54'48"E along the south line of "Bethany Free Will Baptist Church Addition" a distance of 1319.78 feet to the southeast corner of "Bethany Free Will Baptist Church Addition", the "Point of Beginning";

Said tract contains 435,530 square feet or 9.9884 acres.

The non-antagonistic bearings for said tract are based on an assumed bearing of S 00°01'08" E along the East Line of the SE/4 of Section 8, T-18-N, R-14-E, of the Indian Meridian, Tulsa County State of Oklahoma.

and has caused the above described land to be surveyed, staked, plotted, and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "Broadway Park", a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma.

SECTION 1. PUBLIC STREETS EASEMENTS AND UTILITIES**A. Public Streets and General Utility Easements**

The Owner/Developer does hereby dedicate for public use the street depicted on the accompanying plat on West Broadway Street and South Redwood Plaza and does further hereby dedicate for public use the utility easements as shown and designated on the accompanying plat (as "U/E" or "Utility Easement"), for the several purposes of constructing, maintaining, repairing, removing, and replacing any and all 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 and easements for the uses and purposes aforesaid, provided, however, that the Owner/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 over, across, and along all of the easement areas shown on the plat, for the purpose of installing water and/or sewer service to the area located within the plat. . . .

B. Traffic Control Median Easement

The Owner/Developer does hereby dedicate for public use Traffic Control Median A for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a portland easement to be subsequently conveyed to the master homeowners' association (formed or to be formed as set forth with Section IV, hereof, for the purposes of installation and maintenance of a monument sign identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Median A. The holder of the reserved easement, the Owner/Developer or the homeowners' association, in the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Median A and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control median or maintenance or reconstruction of the adjoining public streets.

C. Underground Services

1. Overhead lines for the supply of electric, telephone, and cable television services may be located along the north and east boundary of the subdivision if located within the public street and utility easements herein established. 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 easements 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, via switches of supply of secondary voltages, may also be located in easements.

2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest 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 to a particular structure, the supplier of service shall thereafter be deemed to have a definite, permanent, effective, and exclusive right-of-way easement on the lot covering a 5 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 the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easements/ways shown on the plat or otherwise provided for in the 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.

4. 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. The 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.

5. The foregoing covenants set forth in this paragraph C shall be enforceable by the supplier of the electric, telephone, cable television, or gas service and the owner of the lot agrees to be bound hereby.

D. Water and Sewer Service

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

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

3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements/ways depicted on the accompanying plat or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

5. The foregoing covenants set forth in this paragraph D shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

E. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impede the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

F. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Olive Avenue (South 129th East Avenue) in the bounds designated as "Limits of No Access" (LNA). On the accompanying plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, or on otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

1. Erns and Landscaping within Easements

The owner of the lot affected shall be responsible for the repair, of damage to landscaping and parking occasioned by necessary maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. LAND USE RESTRICTIONS

A. Use of Land

1. All lots within the subdivision, except "Reserve A", "Reserve B" and "Reserve C", shall be known and described as "residential lots" and shall be used solely for single family residences and single family purposes.
2. "Reserve A" and "Reserve B" shall be used for sidewalks, utilities, pipelines, open space, overhead drainage, fencing, landscaping, and/or recreation and are reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV, hereof. The homeowners' association shall be responsible for all maintenance of "Reserve A" and "Reserve B".
3. "Reserve C" shall be used as a natural open space, overhead drainage, and utilities and is reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV hereof in its condition as exists on the date of recording of the certificate or such condition may change from time to time due to the factors of nature and/or measures taken by the City of Broken Arrow or its designee for storm water management purposes. It is the express intent of the Owner/Developer and the City of Broken Arrow that "Reserve C" remain as a natural stormwater drainage, and that neither the Owner/Developer nor its successors or assigns in title to "Reserve C" shall have any obligation to keep or maintain "Reserve C" in any state or condition other than the existing natural state. The Owner/Developer and the City of Broken Arrow specifically disclaim any obligation to maintain "Reserve C" in any condition other than its existing state provided the City of Broken Arrow may undertake such maintenance thereon as is necessary or appropriate for storm water management purposes.

4. Traffic Control Median A shall be limited to use for traffic medians, utilities, open space, landscaping, provided however, a monument sign identifying the subdivision may be included if approved by the Broken Arrow Planning Commission pursuant to landscape plan review.

B. Easement and Access Limitation

Each dwelling shall front West Broadway Street. On corner lots, the dwelling shall front West Broadway Street, however, the garage and driveway may be oriented to South Redwood Place.

C. Yards and Setbacks

1. Street Setback. No building or accessory structure shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.
2. Side Yard. One side yard shall not be less than five (5) feet in width and the other side yard shall not be less than ten (10) feet in width.
3. Back Yard. The rear yard shall not be less than twenty percent (20%) of the lot depth. An allowable accessory structure may be located in the required rear yard, but no structure shall be erected nearer than five (5) feet to any lot line.
4. Easement Setbacks. No building shall encroach upon any utility easement as depicted on the accompanying plat.

D. Building Height

No building shall exceed 2½ stories or 35 feet in height.

E. Definitions

In the event of ambiguity of any word or term set forth in Subsections A, B, C, or D of Section II, the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on March 24, 1994, or as subsequently amended.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein:

THEFORE, 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, and shall be enforceable as hereinafter set forth.

A. Architectural Committee - Plan Review

1. No building, fence, wall, accessory structure, or free standing mailbox shall be erected, placed, or placed on any lot in the subdivision until the plans and specifications have been approved in writing by the Architectural Committee. For each building, fence, wall, or accessory structure, the plans and specifications shall be submitted in duplicate and include, as applicable, a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it or within the required 10 day after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and the covenant shall be deemed to have been fully complied with.

2. 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, fence, wall, or accessory structure, the materials of which it is to be built, the availability of alternative materials, 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 or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

3. The powers and duties of the Architectural Committee shall, on the 1st day of January, 2005, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the homeowners' association.

B. Dear Area of Detailing

1. Single Story: A single story dwelling shall have at least 2400 square feet of finished heated living area:

2. Two Story and Story-and-a-Hall: 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 1508 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 2800 square feet of finished heated living area.

3. Computation of Living Area: The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken horizontally at the top plate 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) feet six (6) inches for at least one half (½) of the required living area, and any area of less than five (5) feet in height shall be excluded.

4. Waiver: The Architectural Committee may waive, in the particular instance, upon written request, the floor area requirements set out in paragraphs 1 and 2 of this Subsection B.

C. Garages

Each dwelling shall have an attached garage providing space for a minimum of two automobiles on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.

D. Foundations

All foundations shall be veneered in either brick, stone, or stucco. No concrete wall shall be left exposed.

E. Masonry

1. The first story exterior walls of the dwelling erected on any lot shall be 100% brick, stone, or stucco (excluding windows and doors and covered porches).

2. Waiver: The Architectural Committee may waive, in the particular instance, upon written request, the requirements set out in paragraph 1 of this Subsection E.

F. Windows

No mill finish aluminum windows are allowed.

G. Roof Pitch

a. No dwelling shall have a roof pitch of less than 8/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 3%.

b. Waiver: The Architectural Committee may waive, in the particular instance, upon written request, the requirement set out in paragraph 1. of this subsection G.

1. Roofline Projections

Metal rooftop protrusions must be copper or painted to match roofing materials. Fireplace chimneys must be masonry. An architectural shroud must cover metal pipe and be copper or painted to match roof.

1. On-site Construction

No existing or off-site built building shall be moved onto or placed on any lot.

J. Outbuildings and Accessory Structures

1. Outbuildings are prohibited, (i.e. storage building, sheds).
2. Accessory structures such as gazebos, driveways, patio covers, covered spas, cabanas, lighting standards, etc., must be approved by the Architectural Committee.
3. **Waiver.** The Architectural Committee may waive, in the particular instances, upon written request, the requirements set out in paragraphs 1. and 2. of this subsection J.

K. Landscaping

1. The front yards of each lot must be landscaped in a professional manner. All front yards must be irrigated and seeded.
2. **Trees.** Each lot shall have two trees of at least 3 inch caliper initially planted one foot inside the front lot line, maintained and/or replaced by lot owner as necessary, with the exception of Lots 14 and 15, Block 1 which are required to have one tree and Lot 13, Block 1 which is required to have three trees. Allowable species of trees shall be determined by the Architectural Committee.

3. **Waiver.** The Architectural Committee may waive, in the particular instances, upon written request, the requirements set out in paragraphs 1. and 2. of this subsection K.

L. Swimming Pools

Above ground swimming pools are prohibited.

M. Signage

Signposts shall be installed by lot owner pursuant to City of Broken Arrow standards and shall be located four feet outside of front lot line and in the dedicated street right-of-way.

N. Fencing

Fencing shall be in accordance with the City of Broken Arrow Zoning Code (Ordinance No. 1560) Article VIII, Section 11.1. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street of each end corner of the residence. Fences shall be six feet tall privacy and made of dog-eared wood, or brick, stucco, or stone except wrought iron fencing may be used on a cross fence between side yards and building.

O. Retriever Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association, to be formed pursuant to Section IV, a perpetual easement easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the boundaries of the subdivision adjacent to South Olive Avenue (South 129th East Avenue) and along an easterly portion of the north line of Lot 1, Block 1, and along an easterly portion of the south line of Reserve A, Block 1, within the fence easements depicted on the accompanying plat as T&A/E.

P. Antennas

1. Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 24" in diameter shall be allowed so long as the dish is installed on the back of the dwelling or is not visible from West Broadway Street.

2. **Waiver.** The Architectural Committee may waive, in the particular instances, upon written request, the foregoing restriction.

Q. Lot Maintenance

No inoperative vehicle or machinery shall be stored on any lot and each lot shall be maintained in a neat and orderly condition free of rubbish, trash, and other debris and shall be cut, trimmed, or mowed to prevent growth of weeds or tall grass.

R. Recreational Vehicles

Boats, trailers, campers, motor homes, and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

S. Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage.

T. Golfing

Exposed clothesline poles or other outside drying apparatus are prohibited.

U. Air Conditioners

Air conditioning units shall not be visible from the street.

V. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from streets. No exposed garbage cans, trash can, or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.

W. Mailboxes

As long as a rural type mailbox is in use in Broadway Park for United States Postal Service, all mailbox pedestals shall conform in design to specifications for the subdivision to be established by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 feet from the inside edge of the driveway. "Inside edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from street level.

X. Animals

No animals, livestock, or poultry of any kind may be maintained, bred, sold, or kept except that two dogs, two cats, or other household pets may be kept provided that they are not used for commercial purposes.

Y. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

Z. Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

AA. Materials and Storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition by the lot owner.

BB. Temporary Trash Receptacle

1. A temporary trash receptacle is required by the City of Broken Arrow on each lot during the construction period of the house. The trash receptacle shall be provided and maintained by the lot owner and shall be emptied by lot owner on a regular basis or as needed.

2. Trash blown from construction sites shall be picked-up by Owner/Developer on a regular basis and the costs reimbursed by the lot owner on a pro rata basis.

CC. Erosion Control

1. An erosion and sedimentation control plan shall be implemented on each lot during the construction period of the house. The erosion and sedimentation control measures shall be provided and maintained by the lot owner and/or builder on a regular basis or as needed.

2. Sedimentation in the public street from construction sites shall be picked-up by Owner/Developer on a regular basis and the costs reimbursed by the lot owner on a pro rata basis.

SECTION IV. HOMEOWNERS' ASSOCIATION**A. Formation of Homeowners' Association**

The Owner/Developer shall cause to be formed the Broadway Park Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of Broadway Park.

B. Membership.

Every person or entity who is a record owner of the fee simple 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 to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments.

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within Broadway Park. An assessment 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.

D. Enforcement 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 set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION V. ENFORCEMENT, DILATION, AMENDMENT, AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, 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. The covenants contained in Section II, Land Use Restrictions are established pursuant to the provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, the owners of lots within the subdivision, and shall inure to the benefit of the homeowners' association provided for in Section IV. The covenants within Section III, Private Building and Use Restrictions shall inure only to the benefit of owners of lots within the subdivision and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision, or the homeowners' association, or the City of Broken Arrow 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 or to recover damages. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III, it shall be lawful for any person or persons owning any lot situated within the subdivision 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 or to recover damages. In any judicial action brought by the homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II, or Section III, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney 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

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 of the City of Broken Arrow, Oklahoma. The covenants contained within Section II, Land Use Restrictions may be amended or terminated at anytime 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 5 lots within Broadway Park 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 of 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 of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, J. Donald Walker has executed this instrument this 3rd day of August, 2001.

76th & Okay, L.L.C.
an Oklahoma Limited Liability company

By:  J. Donald Walker, Managing Member

State of Oklahoma)

County of Tulsa) s.s.

BEFORE ME, a notary public in and for said county and state, on this 3rd day of August, 2001, personally appeared J. Donald Walker, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its manager, 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 limited liability company, for the uses and purposes therein set forth.

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

My commission expires March 27, 2005.

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a Professional Land Surveying firm, Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and plotted the tract of land described above, and that the accompanying plot designated herein as "Brookview Park", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 3rd day of August, 2001.

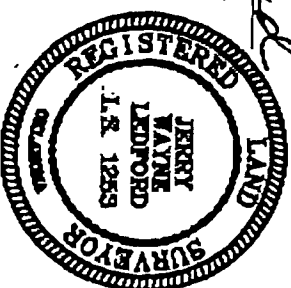
D. Sue Mitchell, Notary Public

D. Sue Mitchell



State of Oklahoma)
County of Tulsa) s.s.

Jerry W. Ledford
Jerry W. Ledford
Registered Professional Land Surveyor



Before me the undersigned, a notary public in and for said county and state, on this 3rd day of August, 2001, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate of Survey 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.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last written above.

D. Sue Mitchell
D. Sue Mitchell, Notary Public

(SEAL)

My commission expires March 27, 2005.

