

McKEE DEVELOPMENT CORPORATION,
an Oklahoma corporation

-to-

THE PUBLIC

#98-095282

Dated: May 14, 1998

Filed: Aug. 28, 1998 at 9:52 A.M.

In the Office of the County Clerk
Tulsa County, State of Oklahoma

PLAT NO. 5295

CARRIAGE CROSSING V
AN ADDITION TO THE CITY OF BROKEN ARROW,
TULSA COUNTY, OKLAHOMA, A SUBDIVISION OF
A PART OF THE N 1/2, S 1/2, NW 1/4, SW 1/4,
SECTION 36, T-19-N, R-14-E.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

CARRIAGE CROSSING V

KNOW ALL MEN BY THESE PRESENTS:

That McKEE DEVELOPMENT CORPORATION, being the owners in fee simple of the real estate and premises hereinafter described, "CARRIAGE CROSSING V", situated in Tulsa County, State of Oklahoma, and described as follows:

The N/2 of the S/2 of the NW/4 of the SW/4 of Section 36, T-19-N, R-14-E of the Indian Base and Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, according to the U.S. Government survey thereof and containing 10 acres more or less

and have caused the described realty to be surveyed, staked and platted, and has designated the same as "CARRIAGE CROSSING V", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

McKee Development Corporation does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated.

McKee Development Corporation does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including: storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and



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egress to said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and or sewer services to the area included in said plat and to any other areas.

McKee Development Corporation does further dedicate to the public the area designated on the accompanying plat as "DRAINAGE EASEMENT" and is hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from within the subdivision. Drainage facilities constructed in the restrictive drainageway areas shall be in accordance with the standard plans and specifications of the City of Broken Arrow. The drainage easement area and facilities shall be maintained by the lot owner upon which the drainage easement is located at his cost in accordance with their standards as prescribed by the City of Broken Arrow. In the event the lot owner should fail to adequately and properly maintain the drainageway area and facilities, the City of Broken Arrow or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid for by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Broken Arrow. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow and there will be no alteration of the grades or contours in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow, and any grading of drainage swales between lots will have the prior approval of the Architectural Committee as outlined in Section 2, Paragraph 12. The easement or any part thereof may be terminated, released, and canceled upon a resolution being adopted by the Broken Arrow City Council providing such.

McKee Development Corporation does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Broken Arrow and approved 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. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.



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McKee Development Corporation does hereby establish the following provisions with respect to water and sanitary sewer service: The owner of each lot shall be responsible for the protection of the public water mains and sanitary sewer facilities within the depicted easement area, 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: The City of Broken Arrow or its successors will be responsible for ordinary maintenance of the public water mains and sanitary sewer facilities, but the owner will pay damage for the relocation of such facilities or necessitated by the acts of the owner or his agents or contractors: The City of Broken Arrow or its successors through its agents and employees shall at all times have the 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 underground water or sewer facilities; The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successor, and the owner of the lot agrees to be bound hereby.

McKee Development Corporation, desiring to establish a uniform system of development of said property and to preserve the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from the developer or remotely from any of its grantees shall be deemed to have assented thereto and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

SECTION ONE

The following covenants concerning underground electric, telephone, cable television and natural gas service, shall be enforceable by the supplier of electric, telephone, cable television and natural gas services and the owner of each lot agrees to be bound hereby.

1. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the west side of said addition. Street light poles or standards may be served by underground cable and

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elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement ways.

2. Underground service cables to all houses described in paragraph (1) may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon installation of such service cable to a particular house, the suppliers of electric, telephone, cable television or natural gas services shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service line, extending from the service pedestal or transformer to the service entrance on said house.

3. The suppliers of electric, telephone, cable television and natural gas services, through its 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.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television or natural gas 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 natural gas facilities. The companies will be responsible for ordinary maintenance of their underground facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the suppliers of electric, telephone, cable television and natural gas services, and the owner agrees to be bound hereby.

SECTION TWO

1. All lots in "CARRIAGE CROSSING V" shall be known and described as residential lots and shall be used for single family residences and shall conform to the R-2 Zoning District.



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2. No trailer, mobile home, or modular house shall be allowed within the addition except that the developer may use a trailer as a construction office or storage facility, only during the time of construction sales. No structure shall be used for residential purposes before the completion of said structure and its compliance with all restrictive covenants.

3. No lot will be used for storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

4. No single story residential structure shall be erected or placed on any building plot which residence has a ground floor of less than 2000 square feet. All square footage requirements are exclusive of garages, porches, and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of two (2) story or one and one-half story dwellings, the minimum ground floor area shall not be less than 1300 square feet and the second floor area not less than 800 square feet. This provision for two (2) story and one and one-half story dwellings may be modified by the written approval of the architectural committee.

5. The exterior of all structures shall be constructed of a minimum of thirty-three percent (33%) brick, stucco, or masonry; provided however, that the area of all windows and doors located in the exterior walls and the area of any gable ends and fireplace chases shall be excluded in the determination on the area of the exterior walls.

6. No structure previously used shall hereafter be moved onto any lot in the said platted addition.

7. No trailer, tent, shack, garage, barn or other out-building erected on the platted lands shall at any time be used as a residence temporarily or permanently nor shall a basement or any structure of temporary character be used as a residence.

8. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line as shown. Fences shall be six (6) foot wood privacy or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet, except that the rear lot for all lots may be a 7.0 foot wood privacy fence with the approval of the Architectural Committee. Fences other than those listed must be approved by the Architectural Committee.



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9. All roof shall be constructed of TAMKO-HERITAGE SELF SEAL CLASS A, twenty-five (25) year composition roofing shingle of weathered wood color, or equal, as approved by the Architectural Committee.
10. All one story residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. All two story and on and one-half story residences shall have a roof pitch of at least 6/12 over 75% of the total roof area. Any roof pitch of less than 4/12 is not permitted without specific written approval of the Architectural Committee.
11. All residences must use a masonry constructed mailbox of a design approved by the Architectural Committee.
12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of Christopher C. McKee and one member of the Carriage Crossing Homeowners' Association, said person to be elected by said group. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plans, which plot plan shows the location and facing of each building, have been approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) 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 be deemed as given 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 account the nature and character of its 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 shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage code violations. The approval or disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.

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13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may become an annoyance or nuisance to the neighborhood.
14. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided, they are not kept, bred, or maintained for any commercial purposes.
15. No buildings shall be located beyond the minimum front and side street set-backs shown on the recorded plat. In the event a building is constructed facing the minimum side street set-backs shown on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on one side of the lot and ten (10) feet on the other side. Open porches, terraces, and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is enclosed on the front and side so as to obstruct the view from the side of said porch.
16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the street property lines extended. The same line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
17. No structure, including patio covers and decks, or swimming pools of any kind shall be permitted in any utility, pipeline, or drainage easement.
18. Exterior antennas or dish type receivers shall not be erected on any residence or lot anywhere in the addition, without the approval of the Architectural Committee, however, small (18") dishes will be allowed with the approval of said Committee. Said small dishes MAY NOT BE mounted to the front of the home, and may not be roof mounted as such location would be detrimental to the appearance of the neighborhood. IT IS UNDERSTOOD THAT THE ARCHITECTURAL COMMITTEE MAY NOT PROHIBIT THE USE OF SUCH ANTENNAS, BUT THAT IT MAY FULLY REGULATE AND DESIGNATE THE PERMISSIBLE LOCATION OF SUCH ANTENNAS.



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