

med

#66560

DEED OF DEDICATION AND RESTRICTIVE COVENANTS THE VILLAGES AT BIRCHWOOD

Dated: June 7, 2001
Filed: June 19, 2001 at 11:09 A.M.
Recorded in Book 6546 Page 178

PLAT #5534

THE VILLAGES AT BIRCHWOOD
BLOCKS 1 THRU 5

An Addition to the City of Broken Arrow
Being a Subdivision of a part of the N/2 of
the SE/4 of Section 29, T-18-N, R-24-E, of
the Indian Meridian, Tulsa County, State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

RESIDENTIAL DEVELOPMENT, INC. an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the N/2 of the SE/4 of Section 29, 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:

Beginning at the Southwest Corner of "The Reserve at Birchwood", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the Official Recorded Plat thereof, Plat No. 5496, as filed in the records of the Tulsa County Clerk's office;

Thence S 89°51'26" W a distance of 157.41 feet;

Thence S 00°02'56" E a distance of 375.00 feet to the south line of the N/2 of the SE/4 of said Section 29;

Thence S 89°51'26" W along the South line of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 29 a distance of 1224.88 feet to a point of non-tangent curve to the left, said point being on the new right-of-way of the Creek Turnpike;

Thence along said non-tangent curve to the left having an initial tangent bearing of N 12°47'37" W, a central angle of 05°40'35", a radius of 5964.58 feet, and an arc length of 590.91 feet;

Thence N 67°21'26" E a distance of 125.94 feet;

Thence N 71°53'11" E a distance of 30.01 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left having an initial tangent bearing of S 16°36'13" E, a central angle of 96°02'21", a radius of 25.00 feet, and an arc length of 41.90 feet;

Thence N 67°21'26" E a distance of 183.60 feet to a point of tangent curve to the left;

Thence along said tangent curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, and an arc length of 39.27 feet;

Thence N 67°21'26" E a distance of 60.00 feet;

Thence S 22°36'34" E a distance of 34.14 feet;

Thence N 89°51'26" E a distance of 810.55 feet;

Thence N 00°08'34" W a distance of 130.00 feet;

Thence N 89°51'26" E a distance of 80.63 feet;

Thence N 00°08'34" W a distance of 50.00 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left having an initial tangent bearing of N 89°51'26" E, a central angle of 28°21'27", a radius of 75.00 feet, and an arc length of 37.12 feet to a point of tangent reverse curve to the right;

Thence along said tangent reverse curve to the right having a central angle of 34°05'49", a radius of 50.00 feet, and an arc length of 29.76 feet;

Thence N 00°08'34" W a distance of 110.25 feet;

Thence N 89°51'26" E a distance of 155.00 feet to a point on the west line of Block 2, "The Reserve at Birchwood";

Thence S 00°08'34" E along the west line of Block 2, "The Reserve at Birchwood", a distance of 535.00 feet to the "Point of Beginning";

Said tract contains 1,021,584 square feet or 23.4523 acres.

Tulsa County Clerk - EMMETT WILSON
101066560
319208 06/19/01 11:09:07
25.00

-continued-

Guaranty Abstract Company

kn

The non-astronomic bearings of said tract are based on an assumed bearing of S 00°02'56" E along the east line of the SE/4 of Section 29, 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, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat"), and has designated the subdivision as "The Villages at Birchwood, Blocks 1 thru 5", a Subdivision in the City of Broken Arrow, Tulsa County, Oklahoma (hereinafter "The Villages at Birchwood, Blocks 1 thru 5" or the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES.

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted as public on the Plat and does further dedicate for public use the utility easements as depicted on the Plat 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 sewers, telephone, and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying 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 the area included in the plat. The Owner/Developer herein 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 Plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of the 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.

B. Traffic Control Medians

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

C. Underground Service

1. Street light poles or standards may be served by 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 and the private streets, as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.
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 definitive, 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 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.
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 utility easement areas depicted on the Plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility 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 including valve boxes, fire hydrants and manholes, shall 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 easement ways depicted on the 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.

-continued-

Guaranty Abstract Company

kn

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 impair 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 West Waco Street within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying Plat, which Limits of No Access may be amended or released by the Broken Arrow Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

G. Paving and Landscaping within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving 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 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

WHEREAS, "The Villages at Birchwood, Blocks 1 thru 5" was submitted as a part of a Planned Unit Development (designated as PUD No. 121) as provided within Section 3 of Article VII of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 1580) as amended and existing on November 15, 1999, (hereinafter the "Broken Arrow Zoning Ordinance") which PUD No. 121 was affirmatively recommended by the Broken Arrow Planning Commission on October 28, 1999 and approved by the Council of the City of Broken Arrow, Oklahoma, on November 15, 1999; and

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring

to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved Planned Unit Development; and

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, and the City of Broken Arrow, Oklahoma.

THEREFORE, 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. Use of Land

The development of "The Villages at Birchwood, Blocks 1 thru 5" (a part of Development Areas B and C of PUD No. 121) shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Ordinance, as the provisions existed on November 15, 1999, or as subsequently amended.

B. Lots 1 through 8, Block 4 and Lots 1 through 17, Block 5 (Birchwood Place Lots)

Lots 1 through 8, Block 4 and Lots 1 through 17, Block 5 of "The Villages at Birchwood, Blocks 1 thru 5" (hereinafter the "Birchwood Place Lots") shall be subject to the following restrictions and limitations:

1. Use

The Birchwood Place Lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.

2. Froning and Access Limitation

Each dwelling shall front a public street and derive its access solely from a public street. However, no lots shall have a drive or curb cuts on West Waco Street.

3. Yards and Setbacks

a. Street Setback. No building shall be erected nearer to a public street than the building setback lines depicted on the Plat and a garage opening shall be setback not less than 25 feet from the street from which access is derived.

b. Rear Yard. The rear yard of a Birchwood Place Lot shall not be less than 20 feet in depth.

c. Side Yard. Within a Birchwood Place Lot, one side yard shall not be less than 5 feet in width and the other side yard shall not be less than 10 feet in width.

d. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement.

-continued-

Guaranty Abstract Company

G 269

kn

4. Building Height

No building shall exceed 2.5 stories or 35 feet in height.

5. Other Bulk and Other Requirements

Except as above modified, the Birchwood Place Lots shall meet the requirements of a Broken Arrow R-3 Zoning District.

C. Lots 1 through 13, Block 1, Lots 1 through 26, Block 2 and Lots 1 through 23, Block J (Villa Lots)

Lots 1 through 13, Block 1, Lots 1 through 26, Block 2 and Lots 1 through 23, Block J of "The Villages at Birchwood, Blocks 1 thru 5" (hereinafter the "Villa Lots") shall be subject to the following restrictions and limitations:

1. Use

The Villa Lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.

2. Fronting and Access Limitation

Each dwelling shall front an interior private street and derive its access solely from an interior private street.

3. Yards and Setbacks

a. Street Setback. No building shall be erected nearer to a public or private street than the building setback lines depicted on the Plat and a garage opening shall be setback not less than 20 feet from the street from which access is derived.

b. Rear Yard. The rear yard of a Villa Lot shall not be less than 15 feet in depth.

c. Side Yard. Within a Villa Lot, one side yard shall not be less than 5 feet in width and the other side yard shall not be less than 10 feet in width, provided however, within a Villa Lot adjacent to Reserve areas C, D, E, G, H, I, or J, each side yard shall not be less than 5 feet in width.

d. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement.

4. Building Height

No building shall exceed 2.5 stories or 35 feet in height.

5. Minimum Lot Frontage

The minimum lot frontage shall be 45 feet as measured as the lot width at the building line, provided however, the Lot shall have not less than 30 feet of street frontage as measured at the front lot line.

6. Minimum Lot Size

Each Villa Lot shall contain not less than 4500 square feet of land area.

7. Other Bulk and Other Requirements

Except as above modified, the Villa Lots shall meet the requirements of a Broken Arrow R-5 Zoning District.

D. Traffic Control Median A and Traffic Control Median B

Traffic Control Median A and Traffic Control Median B shall be limited to use for traffic medians, utilities, open space and landscaping.

E. Reserves C, E, F & H

Reserves C, E, F & H shall be limited to use for utilities, open space, landscaping, recreation, fencing, signage, and pedestrian ways and are reserved for subsequent conveyance to the master homeowners' association to be formed as set forth within Section IV. hereof. The Villages at Birchwood Master Homeowners' Association shall be responsible for all maintenance of Reserves C, E, F & H.

F. Reserve A - Private Streets

Reserve A shall be limited to use for utilities, private streets, entry facilities, designated guest parking areas, and landscaping and is reserved for subsequent conveyance to a homeowners' association comprised of the owners of Lots 1 through 13, Block 1 and Lots 1 through 26, Block 2, of "The Villages at Birchwood, Blocks 1 thru 5", to be formed as set forth within Section IV. hereof. The interior streets depicted on the Plat as private streets, and identified as Reserve A are herein dedicated by the Owner/Developer as private streets for the common use and benefit of the owners of the above described Lots, their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various Lots. The East Villas at Birchwood Homeowners' Association shall be responsible for all maintenance of Reserve A.

G. Reserve D

Reserve D shall be limited to use for utilities, open space, landscaping, recreation, fencing, signage, guest parking, pool house, pool area and accessory uses, and pedestrian ways and are reserved for subsequent conveyance to a homeowners' association to be formed as set forth within Section IV hereof. The Villages at Birchwood Master Homeowners Association shall be responsible for all maintenance of Reserve D.

-continued-

Guaranty Abstract Company

G 270

kn

H. Reserves I and J

Reserves I and J shall be limited to use for utilities, open space, landscaping, recreation, fencing, signage, guest parking areas, and pedestrian ways and are reserved for subsequent conveyance to a homeowners' association comprised of the owners of Lots 1 through 13, Block 1 and Lots 1 through 26, Block 2 of "The Villages at Birchwood, Blocks 1 thru 5", to be formed as set forth within Section IV hereof. The East Villas at Birchwood Homeowners' Association shall be responsible for all maintenance of Reserves I and J.

I. Reserve B - Private Streets

Reserve B shall be limited to use for utilities, private streets, entry facilities, designated guest parking areas, and landscaping and is reserved for subsequent conveyance to a homeowners' association comprised of the owners of Lots 1 through 23, Block 3, of "The Villages at Birchwood, Blocks 1 thru 5", to be formed as set forth within Section IV, hereof. The interior streets depicted on the Plat as private streets, and identified as Reserve B are herein dedicated by the Owner/Developer as private streets for the common use and benefit of the owners of the above described Lots, their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various Lots. The West Villas at Birchwood Homeowners' Association shall be responsible for all maintenance of Reserve B.

J. Reserve G

Reserve G shall be limited to use for utilities, open space, landscaping, recreation, fencing, signage, guest parking areas, and pedestrian ways and is reserved for subsequent conveyance to a homeowners' association comprised of the owners of Lots 1 through 23, Block 3 of "The Villages at Birchwood, Blocks 1 thru 5", to be formed as set forth within Section IV hereof. The West Villas at Birchwood Homeowners' Association shall be responsible for all maintenance of Reserve G.

K. Utility and Governmental Services Access Easement

The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, any public utility providing utility service to the subdivision, and any refuse collection service which provides service within the Subdivision, the right to enter and traverse the private streets and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment.

L. Private Street Improvement Standards

1. The Owner/Developer shall construct street surfacing extending the full length of the private streets depicted on the Plat, and meeting or exceeding the now existing specifications of the City of Broken Arrow applicable to minor residential public streets including but not limited to the following:
 - a. Quality and thickness specifications for curbs, gutters, base and paving materials and,
 - b. Surfacing width of not less than 26 feet measured from face of curb to face of curb,
2. The Owner/Developer shall secure construction inspection of the private streets by the City of Broken Arrow, Oklahoma in accordance with standards of inspection of minor residential public streets.
3. The erection of any arch or similar structure over any private street as depicted on the Plat which would prohibit any governmental vehicle, specifically any fire vehicle, from effective usage of the private streets shall be prohibited, provided however, customary security gating may be installed.

M. Non-obligation to Accept Dedication

The Owner/Developer acknowledges for itself and its successors in title that the private streets as depicted on the Plat do not meet the City of Broken Arrow, Oklahoma standard as to width of right-of-way, and further acknowledges that the City of Broken Arrow, Oklahoma shall have no duty to maintain any of the private streets within the subdivision, nor have any implied obligation to accept any subsequent tender of dedication of any private street within the Subdivision.

N. Site Plans and Landscaping Plan

The accompanying Plat shall constitute the required site plan of the phase or phases of the Planned Unit Development included within the accompanying Plat, provided however, prior to the issuance of a building permit for any gated entry, a detailed site plan of the proposed improvements shall be submitted to the Broken Arrow Planning Department for staff determination of sufficiency of vehicular stacking space and passage to and from public streets in accordance with Broken Arrow Subdivision Code.

O. Definitions

In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the City of Broken Arrow Zoning Ordinance as existing on November 15, 1999, or as subsequently amended.

-continued-

Guaranty Abstract Company

G 271

kn

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,

THEREFORE, 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 or free standing mailbox shall be erected, placed or altered on any lot in the Subdivision until the plans and specifications have been approved in writing by Residential Development, Inc., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include 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 as herein required within 10 days 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 60th day following completion thereof, approval of the Architectural Committee shall not be required and this 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 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 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, 2006, be deemed transferred to the master homeowners' association formed or to be formed as set forth within Section IV. hereof, 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 board of directors of the master homeowners' association.

B. Floor Area

Single story dwellings shall have a minimum of 1,500 square feet of living area. Multi-story dwellings shall have a minimum of 2,000 square feet of living area, provided however, the first floor shall have a minimum of 1,200 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breeze ways.

C. Garages

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

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

100% of the exterior surface of first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction.

F. Windows

Aluminum windows having a mill finish are prohibited.

G. Roof Pitch

No dwelling shall have a roof pitch of less than 6/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 3/12, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions to permit a dwelling having a flat roof over not more than 25% of the horizontal area covered by roof.

H. Roofing Materials

Roofing shall be self-sealing composition roofing shingles (Heritage II TAMCO 25 year Thunderstorm Gray or equivalent), provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. On-site Construction

Each dwelling shall be built on-site and no dwelling built off-site shall be placed on any lot.

-continued-

Guaranty Abstract Company

kn

J. Outbuildings

Outbuildings are prohibited.

K. Swimming Pools

Above ground swimming pools are prohibited.

L. Interior Fencing

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 at each end corner of the residence, provided however, on corner lots fencing may extend to within 12.5 feet of the street right-of-way forming a side yard boundary of the lot. Fences shall be of wood, brick, stucco or stone. Chain link, barbed wire, meshed and other metal fencing are prohibited. No fence shall exceed 6 feet in height.

M. Antennas

Exterior antennas or other devices (including supporting structures) for the transmission or reception of radio, television, satellite signals or other form of electromagnetic radiation are prohibited, except that within each lot, one satellite dish, not exceeding 2 feet in diameter, and not visible from any public and/or private street shall be permitted, and provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

N. Lot Maintenance

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.

O. 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.

P. Inoperative Vehicles or Machinery

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

Q. Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited.

R. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from abutting streets. No trash burning apparatus or structure shall be placed on any lot.

S. Mailboxes

All mailboxes shall be constructed out of brick for use in The Villages at Birchwood, Blocks 1 thru 5 for United States Postal Service, all mailbox pedestals shall conform in design to a specific plan to be approved 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.

T. 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.

U. 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.

V. Signage

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.

W. 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.

X. Temporary Trash Receptacle

A temporary trash receptacle shall be provided on each lot during the period of construction of the dwelling. The maintenance of the trash receptacle is the responsibility of the lot owner and the receptacle shall be emptied on a regular or as needed basis.

-continued-

Guaranty Abstract Company

6 273

kn

SECTION IV. HOMEOWNERS' ASSOCIATION.

WHEREAS, the Owner/Developer desires to establish provisions for homeowners' associations and the maintenance of common areas.

THEREFORE, 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. The Villages at Birchwood Master Homeowners' Association.1. Formation

The accompanying Plat is a phase of a planned residential community to be known as and hereinafter referred to as "The Villages at Birchwood". It is intended that the homeowners within each developed phase of The Villages at Birchwood shall be included as members of a master homeowners' association and in certain phases having distinct and separate common area interests, homeowners shall also be members of a separate homeowners' association. The Owner/Developer has formed or shall cause to be formed an association (hereinafter referred to as the "Master Association") of the owners of residential lots within The Villages at Birchwood which includes all lots within the accompanying plat, and shall include previously or subsequently developed phases. The Master Association shall be incorporated as a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and is to be formed for the general purposes of maintaining the common areas, including but not limited to perimeter fencing and landscaping, open spaces and trail system, and enhancing the value, desirability and attractiveness of The Villages at Birchwood.

2. Membership

Each record owner of the fee interest of a lot within "The Villages at Birchwood, Blocks 1 thru 5" shall be a member of the Master Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot.

3. Assessments

Each record owner of the fee interest of a lot within "The Villages at Birchwood, Blocks 1 thru 5" shall be subject to assessment by the Master Association for the purposes of improvement and maintenance of the general common areas of The Villages at Birchwood.

The East Villas at Birchwood Homeowners' Association1. Formation

The Owner/Developer has formed or shall cause to be formed an association (hereinafter referred to as the "The East Villas at Birchwood Homeowners' Association") of the owners of residential lots described as Lots 1 through 13, Block 1 and Lots 1 through 26, Block 2 of "The Villages at Birchwood, Blocks 1 thru 5" (hereinafter "The East Villas at Birchwood"). The East Villas at Birchwood Homeowners' Association shall be incorporated as a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and is to be formed for the general purposes of maintaining the common areas, including but not limited to the private streets, and enhancing the value, desirability and attractiveness of The East Villas at Birchwood.

2. Membership

Each record owner of the fee interest of a lot within The East Villas at Birchwood shall be a member of the Master Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. In addition to membership in the Master Association, each record owner of the fee interest of a lot within The East Villas at Birchwood shall be a member of The East Villas at Birchwood Homeowners' Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot.

3. Assessments

Each record owner of the fee interest of a lot within The East Villas at Birchwood shall be subject to assessment by the Master Association for the purposes of improvement and maintenance of the general common areas of The Villages at Birchwood. In addition to assessment by the Master Association, each record owner of the fee interest of a lot within The East Villas at Birchwood shall be subject to assessment by The East Villas at Birchwood Homeowners' Association for the purposes of improvement and maintenance of the separate common areas of The East Villas at Birchwood.

The West Villas at Birchwood Homeowners' Association1. Formation

The Owner/Developer has formed or shall cause to be formed an association (hereinafter referred to as the "The West Villas at Birchwood Homeowners' Association") of the owners of residential lots described as Lots 1 through 23, Block 3 of "The Villages at Birchwood, Blocks 1 thru 5" (hereinafter "The West Villas at Birchwood"). The West Villas at Birchwood Homeowners' Association shall be incorporated as a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and is to be formed for the general purposes of maintaining the common areas, including but not limited to the private streets, and enhancing the value, desirability and attractiveness of The West Villas at Birchwood.

2. Membership

Each record owner of the fee interest of a lot within The West Villas at Birchwood shall be a member of the Master Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. In addition to membership in the Master Association, each record owner of the fee interest of a lot within The West Villas at Birchwood shall be a member of The West Villas at Birchwood Homeowners' Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot.

-continued-

Guaranty Abstract Company

kn

J. Assessments

Each record owner of the fee interest of a lot within The West Villas at Birchwood shall be subject to assessment by the Master Association for the purposes of improvement and maintenance of the general common areas of The Villages at Birchwood. In addition to assessment by the Master Association, each record owner of the fee interest of a lot within The West Villas at Birchwood shall be subject to assessment by The West Villas at Birchwood Homeowners' Association for the purposes of improvement and maintenance of the separate common areas of The West Villas at Birchwood.

D. Certain Rights of the Associations

Without limitation of such other powers and rights as the Associations may have, the Master Association, The East Villas at Birchwood Homeowners' Association and The West Villas at Birchwood Homeowners' Association shall each be deemed a beneficiary of and shall have the right to enforce the various covenants set forth within this Section IV.

SECTION V. ENFORCEMENT, DURATION, 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. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Ordinance and shall inure to the benefit of the owners of lots within the Subdivision, shall inure to the benefit of the homeowners' associations provided for in Section IV, and shall inure to the benefit of the City of Broken Arrow, Oklahoma. 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' associations provided for in Section IV. Within the provisions of Section IV. Homeowners' Associations are set forth certain covenants and the enforcement rights pertaining thereto. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II. Planned Unit Development Restrictions, it shall be lawful for any owner of any lot within the Subdivision or any of the homeowners' associations provided for within Section IV, 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. Private Building and Use Restrictions, it shall be lawful for any owner of any lot within the Subdivision or any of the homeowners' associations provided for within Section IV, 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 a homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II. Planned Unit Development Restrictions or Section III. Private Building and Use Restrictions, 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 remain in full 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

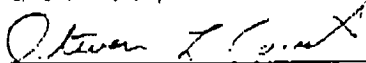
The covenants contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors and the City of Broken Arrow, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. The covenants within Section III. Private Building and Use Restrictions or the covenants within Section IV. Homeowners' Associations 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 five (5) lots within the Subdivision or alternatively, the covenants within Section III. or Section IV. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than sixty-five percent (65%) of the lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer (during its period of ownership of at least five lots) and any amendment or termination properly executed by the owners of sixty-five percent of the lots within the Subdivision, the instrument executed by the Owner/Developer shall govern during the period of the Owner/Developer's ownership of at least five lots. The provisions of any instrument amending or terminating covenants as above set forth, 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 or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: Residential Development, Inc., has executed this instrument this 7th day of June, 2001.

Residential Development, Inc.,
an Oklahoma corporation


Steven L. Coost, Vice President

-continued-

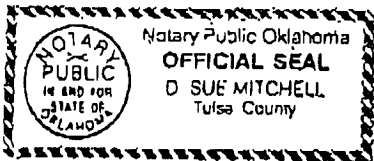
Guaranty Abstract Company

6 275

kn

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 7th day of June, 2001, by Steven L. Coast, as Vice President of Residential Development, Inc., an Oklahoma corporation.



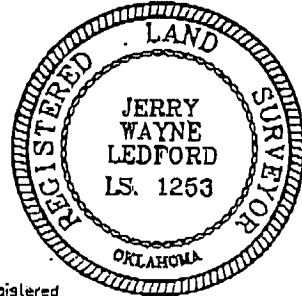
D. Sue Mitchell
D. Sue Mitchell, Notary Public
My commission expires March 27, 2005.

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering and Planning Associates, Inc., a Professional Land Surveyor, registered in the State of Oklahoma, 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 "The Villages at Birchwood, Blocks 1 thru, 5", 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 practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

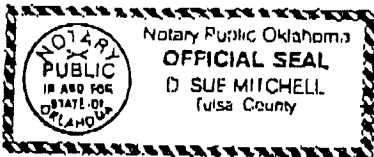
Executed this 7th day of June, 2001.

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



STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me the undersigned, a notary public, in and for said county and state on this 7th day of June, 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, 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.



D. Sue Mitchell
D. Sue Mitchell, Notary Public
My commission expires March 27, 2005.

-continued-

kn

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION		
BLOCK 1	* 1	678.1	LH i	677.7	BLOCK 2	* 19	672.9	11	674.9	BLOCK 4	* 1	681.7	52	682.7		
	2	677.1	LH o	675.1		* 20	676.4	12	675.5		* 2	679.2	52	682.7		
	* 3	675.8	LH o	675.1		* 21	676.4	12	675.5		* 3	678.0	52	682.7		
	* 4	676.4	29	676.0		22	677.6	12	675.5		* 4	676.8	52	682.7		
	* 5	676.0	29	676.0		23	676.8	12	675.5		* 5	675.7	51	675.5		
	* 6	675.3	28	675.2		* 24	676.7	13	677.7		* 6	674.7	51	675.5		
	* 7	673.5	28	675.2		* 25	677.4	13	677.7		* 7	673.6	51	675.5		
	* 8	672.9	28	675.2		* 26	678.1	13	677.7		8	670.8	LH h	667.3		
	* 9	672.4	28	675.2		BLOCK 3	1	655.7	31		656.4	BLOCK 5	1	663.8	LH b	658.7
	* 10	670.1	LH i	670.2			2	656.1	31		656.4		2	664.2	LH b	658.7
	* 11	669.7	LH i	670.2			* 3	657.4	31		656.4		3	666.5	34	664.5
	* 12	669.3	27	670.1			* 4	657.7	24		659.9		* 4	668.5	38	671.0
	* 13	668.9	27	670.1			* 5	660.6	24		659.9		* 5	670.2	38	671.0
BLOCK 2	1	665.3	30	662.1	6		661.5	24	659.9	6	675.9		38	671.0		
	2	665.7	30	662.1	* 7		662.2	30	662.1	7	674.6		38	671.0		
	3	666.1	30	662.1	* 8		662.3	30	662.1	8	673.9		35	667.4		
	4	666.6	30	662.1	* 9		662.1	30	662.1	9	673.8		35	667.4		
	5	667.0	30	662.1	* 10		661.4	30	662.1	* 10	675.6		37	675.3		
	6	667.0	30	662.1	* 11		660.7	8	660.6	11	676.9		37	675.3		
	* 7	665.9	9	666.8	* 12		659.5	8	660.6	12	676.5		37	675.3		
	* 8	667.6	9	666.8	13		657.9	7	652.3	13	676.5		37	675.3		
	9	668.3	9	666.8	14	658.1	7	652.3	* 14	674.7	37		675.3			
	10	668.8	9	666.8	15	658.7	7	652.3	* 15	673.6	37		675.3			
	* 11	669.8	10	669.3	16	660.0	7	652.3	16	672.4	LH c		666.7			
	12	670.8	10	669.3	17	660.9	6	657.4	17	671.2	LH c		666.7			
	13	671.5	10	669.3	18	661.0	6	657.4	RESERVE	* D	676.5	29	676.0			
	14	672.4	10	669.3	19	660.3	6	657.4								
	15	673.2	10	669.3	20	659.4	6	657.4								
	16	673.3	10	669.3	* 21	658.4	6	657.4								
	* 17	673.3	11	674.9	* 22	657.3	6	657.4								
	* 18	672.9	11	674.9	* 23	656.1	5	656.4								

If the actual finish floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a Backflow Preventer Valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, Adopted October 5, 1998.

* These lots require backflow preventer valve.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 150

per trust receipt no. 2109 to applied to 20 01 taxes.

This certificate is NOT to be construed as payment of 20 01 taxes in full but is given in order that this plat may be filed on record 20 01 taxes could exceed the amount of the security deposit.

Dated 6-19 20 01

Dennis Semler
Tulsa County Treasurer
by: [Signature]
Deputy

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the forgoing is a true and correct copy of a like instrument now on file in my office.

Dated the 14 day of _____ 2001
EARLENE WILSON, Tulsa County Clerk

Deputy

-continued-

Guaranty Abstract Company

kn

Line Table

NO.	BEARING	DISTANCE
L1	N 89°51'26"E	80.24
L2	N 72°01'17"W	40.09
L3	N 33°00'55"W	44.43
L4	N 86°28'03"E	202.01
L5	N 39°32'31"E	61.35
L6	N 63°13'56"E	33.61
L7	N 39°32'31"E	12.99
L8	N 00°08'34"W	42.38
L9	N 03°05'09"E	63.95
L10	N 03°05'09"E	83.32
L11	N 19°42'09"E	38.36
L12	N 19°42'09"E	46.44
L13	N 19°42'09"E	32.22
L14	N 19°42'09"E	46.14
L15	N 19°42'09"E	15.46
L16	N 00°08'34"W	40.00
L17	N 00°08'34"W	53.00
L18	N 00°08'34"W	12.50
L19	N 89°51'26"E	37.50
L20	N 29°58'05"W	49.69
L21	N 07°00'33"W	140.89
L22	N 07°00'33"W	145.00
L23	N 89°51'26"W	31.29
L24	N 89°51'26"E	112.85

Curve Table

NO.	DELTA	RADIUS	ARC
C17	109°50'43"	25.00	47.93
C18	97°28'51"	25.00	42.53
C19	40°10'26"	340.00	238.40
C20	67°30'00"	400.00	471.24
C21	87°50'27"	25.00	38.33
C22	78°36'08"	25.00	34.30
C23	27°55'16"	75.00	36.55
C24	16°50'15"	75.00	22.04
C25	05°31'58"	325.00	31.38
C26	28°21'27"	85.00	42.07
C27	147°11'47"	40.00	102.76
C28	26°00'06"	85.00	38.57
C29	14°12'14"	325.00	80.57
C30	10°25'21"	295.00	53.66
C31	19°08'19"	385.00	128.60
C32	04°02'59"	415.00	29.33
C33	24°44'32"	85.00	36.71
C34	154°47'56"	40.00	108.07
C35	28°21'27"	85.00	42.07
C36	101°03'31"	35.00	61.73
C37	04°41'24"	385.00	31.51
C38	19°08'19"	415.00	138.62
C39	10°25'21"	325.00	59.12
C40	17°02'28"	295.00	87.74
C41	90°00'00"	35.00	54.98
C42	04°36'36"	295.00	23.74
C43	22°07'07"	75.00	35.50
C44	15°06'43"	75.00	19.78
C45	88°56'29"	25.00	38.81
C46	96°43'11"	25.00	42.20
C47	13°15'19"	415.00	96.01
C48	00°36'20"	385.00	4.07
C49	22°41'32"	195.00	77.23
C50	19°57'36"	165.00	57.48
C51	71°11'13"	25.00	31.06
C52	87°42'02"	42.00	64.29
C53	180°0'0"	42.00	131.95
C54	20°13'36"	195.00	68.84
C55	19°57'36"	195.00	67.93
C56	22°41'32"	165.00	65.36
C57	05°32'13"	5984.58	578.34
C58	180°00'00"	10.00	31.42
C59	03°42'47"	225.00	14.58

Curve Table

NO.	DELTA	RADIUS	ARC
C1	96°02'21"	25.00	41.90
C2	90°00'00"	25.00	39.27
C3	28°21'27"	75.00	37.12
C4	34°05'49"	50.00	29.76
C5	13°32'38"	402.00	98.03
C6	103°32'38"	25.00	45.18
C7	112°37'06"	50.00	98.28
C8	85°42'34"	25.00	37.40
C9	12°04'29"	298.00	62.80
C10	23°57'26"	380.00	158.89
C11	11°52'57"	320.00	66.37
C12	11°52'57"	380.00	78.81
C13	16°10'23"	320.00	90.33
C14	96°29'51"	25.00	42.10
C15	86°26'32"	25.00	37.72
C16	180°00'00"	50.00	157.08

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk

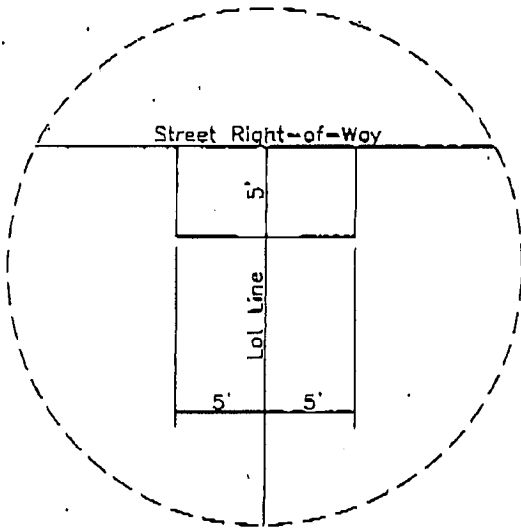
-continued-

kn

House Addresses

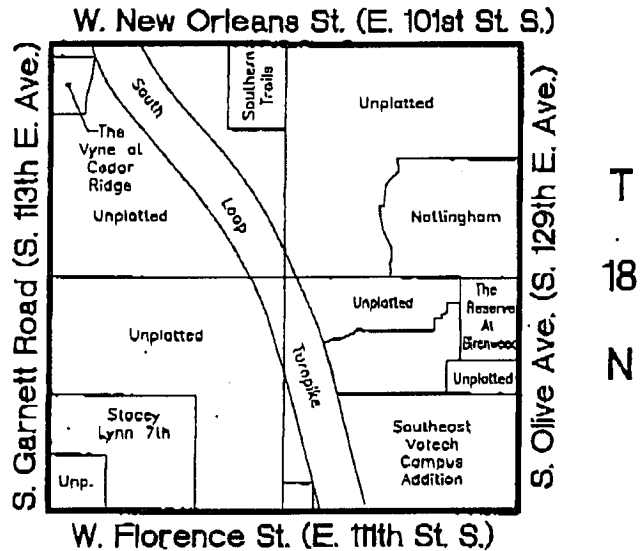
BLOCK 1		BLOCK 2		BLOCK 3		BLOCK 4		BLOCK 5	
Lot	House Number	Lot	House Number	Lot	House Number	Lot	House Number	Lot	House Number
1	4300	7	3927	1	4301	21	4214	8	3904
2	4302	8	3925	2	4303	22	4212	9	3900
3	4304	9	3923	3	4305	23	4210	10	3808
4	3902	10	3921	4	4301			11	3804
5	3904	11	3919	5	4303	1	4227 or 3720	12	4228 or 3800
6	3906	12	3917	6	4305	2	4223	13	4218
7	3908	13	3915	7	4307	3	4219	14	4214
8	3910	14	3913	8	4309	4	4215	15	4210
9	3912	15	3911	9	4311	5	4211	16	4206
10	4307	16	3909	10	4313	6	4207	17	4202 or 3809
11	4305	17	3907	11	4315	7	4203		
12	4303	18	3905	12	4317	8	3800	C	3801
13	4301	19	3903	13	4316			D	3915
		20	3901	14	4314	1	4008	E	4009
		21	4311	15	4312	2	4004	F	4265
		22	4309	16	4310	3	4000	G	4211
		23	4307	17	4308	4	3920	I	3900
		24	4305	18	4304	5	3916	J	3914
		25	4303	19	4302	6	3912	TCM A	3950
		26	4301	20	4300	7	3908	TCM B	4050

R-14-E



Utility Easement Detail For Fire Hydrants
Scale 1" = 10'

Fire Hydrant Locations
Block 5, Lot 11



Section 29

Tulsa County

LOCATION MAP

87 Lots - 23.4523 Acres

-continued-

Guaranty Abstract Company

kn

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Lot Addresses

Addresses shown on this Plat provided by the City of Broken Arrow Planning Department are accurate at the time the plat was filed, and the addresses are subject to change and should not be relied on in place of the legal description.

Benchmark

Top of 3/4" Iron Pin at the East Quarter Corner of Section 29, T-18-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma.

ELEVATION = 678.95 (N.G.V.D. 1929)

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°02'56"E along the East line of the SE/4 of Section 29, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof.

Legend



= Reserve "A and B"



= Reserve "C, D, E, F, G, H, I and J"

B/L = Building Line

L.N.A. = Limits of No Access

Res. = Reserve

TCM = Traffic Control Median

U/E = Utility Easement

Notes

Sideryard Building Lines in Blocks 1, 2, & 3 shall be 5' unless otherwise noted.

Rear Building Lines in Blocks 1, 2, & 3 shall be 15' unless otherwise noted.

* Lot 11, Block 1 and Lot 2, Block 3 shall have a side yard of at least 10 feet in width on one side and a side yard of at least 5 feet in width on the other side.

The Address for the entry at South Tamarock Avenue and West Waco Street is 4051 West Waco Street.