

MILLICENT POND DEED OF DEDICATION AND RESTRICTIVE COVENANTS

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MILLICENT POND L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY,
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:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION SIXTEEN (16),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN
BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE S 01°11'24" E
ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1330.31 FEET TO THE POINT
OF BEGINNING; THENCE CONTINUING S 01°11'24" E ALONG SAID WEST LINE A
DISTANCE OF 1307.03 FEET TO THE SOUTHWEST CORNER OF SAID NW/4, SAID
POINT ALSO BEING THE NORTHWEST CORNER OF CEDAR SPRINGS ESTATES, AN
ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, FILED AS PLAT NO.
4037; THENCE N 88°35'41" E ALONG THE NORTH LINE OF SAID CEDAR SPRINGS
ESTATES A DISTANCE OF 1424.76 FEET; THENCE N 01°11'24" W A DISTANCE OF
921.20 FEET; THENCE N 51°23'22" W A DISTANCE OF 233.97 FEET; THENCE N
01°11'24" W A DISTANCE OF 273.13 FEET; THENCE S 88°41'44" W A DISTANCE OF
880.05 FEET; THENCE S 01°12'07" E A DISTANCE OF 39.40 FEET; THENCE S 88°36'38"
W A DISTANCE OF 364.95 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A 1.28 ACRE TRACT OF LAND MORE PARTICULARLY
DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID
NW/4; THENCE N 01°11'24" W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE
OF 306.88 FEET; THENCE N 88°48'36" E A DISTANCE OF 502.31 FEET TO THE POINT
OF BEGINNING; THENCE N 01°11'24" W A DISTANCE OF 103.84 FEET; THENCE WITH
A CURVE TURNING TO THE RIGHT WITH A CHORD BEARING OF S 80°49'20" E,
WITH A CHORD LENGTH OF 175.30 FEET, WITH A RADIUS OF 120.00 FEET FOR A

DISTANCE OF 557.43 FEET; THENCE S 01°11'24" E A DISTANCE OF 72.29 FEET; THENCE S 88°48'36" W A DISTANCE OF 172.44 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 1784463.95 SQUARE FEET±, 40.96 ACRES MORE OR LESS.

AND

KYLE E. HUNT AND REBECCA CAROL HUNT, CO-TRUSTEES OF THE KYLE E. HUNT AND REBECCA CAROL HUNT REVOCABLE TRUST DATED AUGUST 4, 2004, 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:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW/4; THENCE N 01°11'24" W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 306.88 FEET; THENCE N 88°48'36" E A DISTANCE OF 502.31 FEET TO THE POINT OF BEGINNING; THENCE N 01°11'24" W A DISTANCE OF 103.84 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A CHORD BEARING OF S 80°49'20" E, WITH A CHORD LENGTH OF 175.30 FEET, WITH A RADIUS OF 120.00 FEET FOR A DISTANCE OF 557.43 FEET; THENCE S 01°11'24" E A DISTANCE OF 72.29 FEET; THENCE S 88°48'36" W A DISTANCE OF 172.44 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 55816.12 SQUARE FEET±, 1.28 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS "MILLICENT POND", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I
PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNER/DEVELOPER HEREBY DEDICATES FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING 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, OVER AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, 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. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR 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. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTH BOUNDARY OF THE SUBDIVISION IF LOCATED WITHIN THE UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINES OR UNDERGROUND CABLE BUT ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES 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, 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 SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR 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 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, 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 COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR STORM SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE 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.

2. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSE OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING,

MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

4. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

5. ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BROKEN ARROW IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BROKEN ARROW IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

D. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION 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 SUBSECTION D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

E. LIMITS OF NO ACCESS

OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH OLIVE AVENUE (S. 129TH E. AVE.) 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 SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

F. 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 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.

G. STORM SEWER

1. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL STORM SEWER EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

2. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORM SEWER EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

5. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED.

SECTION II
LAND USE RESTRICTIONS

A. USE OF LAND

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES, SINGLE FAMILY PURPOSES.

B. RESERVE "C"

KYLE E. HUNT AND REBECCA CAROL HUNT, CO-TRUSTEES OF THE KYLE E. HUNT AND REBECCA CAROL HUNT REVOCABLE TRUST DATED AUGUST 4, 2004, SHALL BE THE SOLE OWNERS OF RESERVE "C" UNTIL THE CELL TOWER IS REMOVED. THE HOME OWNERS ASSOCIATION SHALL HAVE FIRST RIGHT OF REFUSAL AND

PMC CORPORATION SHALL HAVE SECOND RIGHT OF REFUSAL TO PURCHASE THE PROPERTY AT AN AGREED PRICE AT THE TIME OF THE REMOVAL. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION RESERVE "C" SHALL BE IDENTIFIED AS A PARK UNTIL SUCH REMOVAL. RESERVE "C" SHALL BE MAINTAINED BY THE OWNER.

RESERVES "A" AND "B" ARE HEREBY ESTABLISHED FOR GREEN BELT AND DETENTION PURPOSES FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS ASSOCIATION. THESE AREAS ARE ALSO DEDICATED AS GENERAL UTILITY EASEMENTS.

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW DETENTION AND DRAINAGE FACILITIES ARE TO BE CONSTRUCTED IN RESERVE AREAS "A" AND "B" WHICH IS NECESSARY TO MEET CITY OF BROKEN ARROW DETENTION REQUIREMENTS APPLICABLE TO THE SUBDIVISION, AND FOR THE FURTHER PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN DETENTION EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF BROKEN ARROW

3. NO FENCE, WALL BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY ENGINEER OF BROKEN ARROW; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY ENGINEER OF BROKEN ARROW.

4. THE DETENTION EASEMENTS OR DRAINAGE FACILITIES LOCATED THEREON SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

(1) THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND DEBRIS

(2) THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING TWO (2) WEEKS

(3) CONCRETE APPURTENANCES, IF ANY, SHALL BE MAINTAINED IN GOOD AND WORKING CONDITION

5. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AND FACILITIES THERE SITUATED THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM MAINTENANCE NECESSARY TO

THE ACHIEVEMENT OF THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.

6. IN THE EVENT THE AFORESAID ASSOCIATION FAILS TO PAY THE COST OF LAND MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE CITY OF BROKEN ARROW MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION: PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED ITS PROPORTIONATE SHARE, BASED ON THE TOTAL NUMBER OF LOTS IN THE ASSOCIATION, OF THE ASSOCIATION'S COST OF MAINTENANCE. A LIEN ESTABLISHED SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE, AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

C. TRAFFIC CONTROL MEDIAN A

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE, TRAFFIC CONTROL MEDIAN 'A' (DEPICTED UPON THE ACCOMPANYING PLAT AS TCM 'A'), PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS ASSOCIATION REFERRED TO IN SECTION IV HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING AND COVENANTS THAT THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR DAMAGE TO LANDSCAPING OR LANDSCAPING IRRIGATION SYSTEMS OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF TRAFFIC CONTROL MEDIAN 'A' OR BY MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING STREET.

D. 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. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. NO ACCESS SHALL BE ALLOWED ALONG ANY STREET FRONTAGE THAT HAS A BUILDING LINE SETBACK OF LESS THAN 25 FEET.

3. REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

E. BUILDING HEIGHT.

NO BUILDING SHALL EXCEED 2-1/2 STORIES OR 35 FEET IN HEIGHT.

F. SIDEWALKS.

SIDEWALKS SHALL BE PROVIDED ALONG ALL PUBLIC STREETS. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG OLIVE AVENUE AND IN ALL RESERVE AREAS THAT ARE ADJACENT TO A PUBLIC OR PRIVATE STREET.

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 FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES 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 THEREFORE HAVE BEEN APPROVED IN WRITING BY MILLICENT POND, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, 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 SHALL 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 OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 30 DAYS AFTER SUBMISSION, 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, STRUCTURE OR ALTERATION, 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 RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. 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 BE TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, BY WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

4. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS IT IS THE OWNER OF ANY LOT OR PART THEREOF TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AND FILED IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

B. FLOOR AREA OF DWELLING

1. SINGLE STORY. A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREAS.

2. TWO STORY AND STORY AND A HALF. 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 1,800 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 2,800 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 (1/2) 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 PARAGRAPH 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. ALL DOORS TO HAVE WOOD VENEER.

D. FOUNDATIONS.

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

E. MASONRY.

THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS) EXCEPT UNDER COVERED PORCHES AND PATIOS. AT THE DISCRETION OF THE ARCHITECTURE COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

F. SEASONAL DECORATIONS.

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

G. GARAGE SALES/YARD SALES.

GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE MILLICENT POND HOMEOWNER'S ASSOCIATION.

H. WINDOWS.

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH

1. NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12 EXCEPT ABOVE A PORCH SHALL BE A MINIMUM 6/12 IF GABEL OR 4/12 IF SHED.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25% OF THE HORIZONTAL AREA COVERED BY ROOF.

J. ROOFING MATERIALS.

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (30 YEAR, OWENS-CORNING ESTATE GRAY), 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.

K. ROOFTOP PROTRUSIONS.

ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (OXFORD GRAY).

L. ON-SITE CONSTRUCTION.

NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

M. OUTBUILDINGS

1. OUTBUILDINGS ARE PROHIBITED.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

N. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. FENCING.

ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF CEDAR WITH WOOD CAP AND METAL POSTS. CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. A 5' HIGH MONTAGE AMERISTAR FENCE IS REQUIRED FOR LOTS ONE (1) THRU EIGHT (8),

BLOCK FIVE (5) AND LOT FIVE (5), BLOCK SIX (6) SURROUNDING THE RESERVE AREAS.

P. PERIMETER FENCING.

THE OWNER/DEVELOPER HEREIN ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV, A PERPETUAL EXCLUSIVE EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO SOUTH 129TH EAST AVE. (SOUTH OLIVE AVE) WITHIN THE FENCE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FL/E".

Q. ANTENNAS

1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.
2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

R. 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.

S. 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.

T. INOPERATIVE VEHICLES.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.

U. CLOTHESLINES.

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

V. TRASH CONTAINERS.

TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

W. MAILBOXES.

AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. ALL MAILBOXES 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 IN THE SUBDIVISION, 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 ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

Z. 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.

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 ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

BB. TEMPORARY TRASH RECEPTACLE.

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

CC. BASKETBALL GOAL.

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREET RIGHTS OF WAY.

DD. LANDSCAPING.

ALL LOTS MUST BE COMPLETELY SODDED AND LANDSCAPED PRIOR TO OCCUPANCY. INTIAL FRONT YARD LANDSCAPING SHALL BE COMPLETED AT A COST OF AT LEAST \$1250 AND WILL INCLUDE AT LEAST TWO TREES.

EE. FIREPLACE CHIMNEYS.

FIREPLACE CHIMNEYS SHALL BE MASONRY OR MASONRY VENEER (EXCEPT ON THE SIDE FACING THE ROOF). CHIMNEY CAP COVERS TO BE PAINTED OR CLAY TO STANDARDS SET BY THE ARCHITECTURAL COMMITTEE.

FF. IRRIGATION SYSTEM.

EACH BUILDER SHALL INSTALL AN UNDERGROUND IRRIGATION SYSTEM AND THE HOMEOWNER SHALL MAINTAIN IT.

GG. GUTTERING.

EACH HOMEOWNER SHALL INSTALL AND MAINTAIN FULL GUTTERING ON ALL SIDES OF THE HOUSE.

SECTION IV
HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE MILLICENT POND HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVES "A", "B", & TCM "A" LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION 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, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) 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 A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF THE OWNER/DEVELOPER, OR ITS GRANTEEES, TRANSFEREES, SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREON, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. 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 ANY TIME 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 ONE (1) LOT WITHIN MILLICENT POND 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 IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN

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THE CITY OF BROKEN ARROW ZONING CODE AS THE SAME EXISTED ON
JANUARY 1, 2000 OR AS SUBSEQUENTLY AMENDED.