

Declaration of Covenants, Conditions and Restrictions

Final Plat Belle Trace AN ADDITION TO SECTION 27, T-19-N, R-14-E CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA PUD No. 94

KNOW ALL MEN BY THESE PRESENTS: BATTLE CREEK LAND DEVELOPMENT, INC., HEREINAFTER REFERRED TO AS OWNER/DEVELOPER, ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, COUNTY OF TULSA, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE WEST HALF (W/2) OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE 18th & M., TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NW/4 OF SAID SECTION 27, 85.20 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE N 02°25' 00" E ALONG SAID WEST LINE FOR 685.00 FEET; THENCE N 80°56' 55" E FOR 154.27 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 375.00 FEET FOR 24.60 FEET TO A POINT WITH A CHORD S 80°10' 10" E FOR 24.60 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 13.00 FEET FOR 14.80 FEET TO A POINT WITH A CHORD N 81°30' 30" E FOR 13.84 FEET; THENCE S 24°40' 00" E FOR 86.27 FEET; THENCE S 59°47' 07" E FOR 56.01 FEET; THENCE N 70°27' 54" E FOR 70.81 FEET; THENCE S 80°28' 22" E FOR 47.13 FEET; THENCE S 34°40' 47" E FOR 162.24 FEET; THENCE S 74°14' 18" E FOR 76.07 FEET; THENCE N 82°02' 30" E FOR 131.69 FEET; THENCE S 83°09' 44" E FOR 108.53 FEET; THENCE N 08°51' 54" E FOR 36.82 FEET; THENCE S 83°09' 44" E FOR 300.00 FEET; THENCE S 28°11' 48" E FOR 58.20 FEET; THENCE S 83°09' 44" E FOR 140.00 FEET; THENCE N 83°10' 01" E FOR 120.83 FEET; THENCE S 87°39' 02" E FOR 79.47 FEET; THENCE S 15°02' 30" E FOR 70.94 FEET; THENCE S 87°02' 40" E FOR 123.10 FEET; THENCE N 87°43' 20" E FOR 50.20 FEET; THENCE N 85°02' 33" E FOR 131.88 FEET; THENCE S 44°18' 54" E FOR 87.28 FEET; THENCE S 10°22' 19" W FOR 129.82 FEET; THENCE S 18°42' 06" E FOR 14.15 FEET; THENCE S 18°42' 06" E FOR 14.15 FEET; THENCE N 85°02' 33" E FOR 110.71 FEET; THENCE S 22°18' 33" W FOR 51.03 FEET; THENCE S 33°17' 00" W FOR 124.32 FEET; THENCE N 48°36' 44" W FOR 211.15 FEET; THENCE N 48°37' 19" W FOR 184.55 FEET; THENCE S 32°07' 30" W FOR 115.22 FEET; THENCE N 30°48' 50" W FOR 53.47 FEET; THENCE N 83°09' 44" W FOR 850.81 FEET; THENCE S 71°05' 00" W FOR 73.51 FEET; THENCE S 48°27' 45" W FOR 327.63 FEET; THENCE N 08°52' 02" W FOR 118.29 FEET; THENCE N 81°23' 00" W FOR 147.03 FEET; THENCE N 89°57' 05" W FOR 154.26 FEET TO THE POINT OF BEGINNING.

AND HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED TO BLOCKS, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS BELLE TRACE, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS: THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES HEREBY DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSMISSION LINES, GAS LINES, TELEVISION CABLE 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 SAID UTILITIES, EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION WILL BE PLACED, ERRECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN;

PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY, WIRING LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS, SHOWN IN SAID PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED SAID PLAT. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATION OR TELEPHONE SERVICE.

1.2 ELECTRIC, GAS AND COMMUNICATION SERVICE:

(A) STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT BELLE TRACE ALL SUPPLY LINES SHALL BE UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITY SERVICE SHOWN ON THE ATTACHED PLAT. SERVICE PREDEALS AND TRANSFORMERS, AS SUPPLIES AT SECONDARY VOLTAGES AND COMMUNICATION PREDEALS, MAY ALSO BE LOCATED IN SAID EASEMENT WAYS. OVERHEAD POLE LINES ARE ALLOWED ON THE WEST PERIMETER OF THE SUBDIVISION ADJACENT TO 14TH EAST AVENUE.

(B) UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN BELLE TRACE MAY BE RUN FROM THE NEAREST SERVICE DECKS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC, GAS OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR GAS LINE, EXTENDING FROM THE SERVICE PREDEAL, TRANSFORMER OR GAS MAN TO THE SERVICE ENTRANCE ON SAID HOUSE.

(C) THE SUPPLIER OF ELECTRIC, COMMUNICATION OR GAS SERVICE, THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, COMMUNICATION OR GAS FACILITIES SO INSTALLED BY THEM.

(D) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION OR GAS FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, COMMUNICATION OR GAS FACILITIES. THE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SUCH FACILITIES AND SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF SUCH FACILITIES PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

(E) THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, COMMUNICATION AND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, COMMUNICATION AND GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.3 WATER AND SEWER SERVICE:

(A) WATER AND SANITARY SEWER SERVICE SHALL BE PURCHASED FROM AND PROVIDED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

(B) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN THEIR LOT.

(C) WITHIN THE DEPICTED UTILITY EASEMENT AREAS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

(D) THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

(E) THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER OR SEWER FACILITIES.

(F) THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OR DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER OR SEWER FACILITIES WITHIN THE EASEMENT AREAS; PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

(G) THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.3 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 LIMITS OF NO ACCESS:

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO ASPEN AVENUE, WITHIN THE BOUNDS DESIGNATED AS LIMITS OF NO ACCESS (LNA) AS SHOWN ON THE ATTACHED PLAT. LIMITS OF NO ACCESS SHALL BE MAINTAINED OR RELEASED BY THE OWNER/DEVELOPER APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

THE FOREGOING COVENANT CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.5 LANDSCAPE EASEMENT:

THE OWNER HEREBY ESTABLISHES FOR THE BENEFIT OF THE PROPERTY OWNERS' ASSOCIATION A PERPETUAL EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT AS LANDSCAPE EASEMENT, FOR THE PURPOSES OF THE PROTECTION AND MAINTENANCE OF DECORATIVE FENCING AND WALLS, AND LANDSCAPING AND IRRIGATION SYSTEM. MAINTENANCE OF SUCH FACILITIES SHALL BE THE OBLIGATION OF THE PROPERTY OWNERS' ASSOCIATION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, BELLE TRACE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 94 BATTLE CREEK) AS PROVIDED IN THE REVISED ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (BROKEN ARROW ZONING CODE), AS THE SAME EXISTED ON JULY 10, 1989, WHICH PUD NO. 94 WAS APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION ON SEPTEMBER 29, 1995, AND BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON NOVEMBER 16, 1995.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, HURRING 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 ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1 USE OF LAND:

(A) THE DEVELOPMENT OF BELLE TRACE SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AS THE SAME EXISTED ON JULY 10, 1989, OR AS SUBSEQUENTLY AMENDED.

2.3 YARDS AND SETBACKS:

(A) STREET SETBACK: NO BUILDING SHALL BE ERRECTED OR MAINTAINED NEARER TO A STREET (PUBLIC OR PRIVATE) THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION.

(B) SIDE YARD: EACH LOT WHICH FRONTS ONTO THE GOLF COURSE SHALL MAINTAIN SIDE YARDS WHICH ARE NOT LESS THAN FIVE FEET (5') IN WIDTH ON ONE SIDE, AND FIVE FEET (5') IN WIDTH ON THE OTHER SIDE. ALL OTHER LOTS SHALL BE REQUIRED TO HAVE ONE SIDE YARD NOT LESS THAN FIVE FEET (5') IN WIDTH WITH THE OTHER SIDE YARD BEING NOT LESS THAN TEN FEET (10') IN WIDTH.

(C) REAR YARD: EACH LOT SHALL MAINTAIN A REAR YARD OF AT LEAST TWENTY-FIVE FEET (25') OR AS DEPICTED ON THE PLAT; PROVIDED, HOWEVER, THE CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERRECTED NEARER TO THE REAR LOT LINE NOR ENCRUMB UPON ANY UTILITY EASEMENT. FOR THE EXACT REAR YARD SETBACK, CONSULT THE FINAL PLAT.

2.4 BUILDING HEIGHT:

THE MAXIMUM STRUCTURE HEIGHT SHALL BE THIRTY-FIVE FEET (35').

2.5 MINIMUM LOT SIZE:

NO LOT SHALL BE LOT-SPLIT OR SUBDIVIDED INTO ANY LOT HAVING AN AREA OF LESS THAN 7,500 SQUARE FEET. PROVIDED, HOWEVER, THAT A LOT MAY BE DIVIDED INTO TWO PARCELS HAVING LESS THAN 7,500 SQUARE FEET IF SUCH PARCEL BE HELD IN COMMON OWNERSHIP WITH AN ADJOINING PARCEL, AND THE RESULTING AREA OF THE TWO PARCELS IS NOT LESS THAN 7,500 SQUARE FEET, WITH THE CITY OF BROKEN ARROW PLANNING COMMISSION APPROVAL.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

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;

WHEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

3.1 ARCHITECTURAL CONTROL COMMITTEE-PLAN REVIEW:

(A) NO BUILDING, FENCE OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIALS, STRUCTURE AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE) COMPOSED OF BURFORD WILLIAMS, HELEN WILLIAMS, LEXIE JOHNSON, OR THEIR DULY AUTHORIZED REPRESENTATIVE(S), ASSIGNS) OR SUCCESSORS IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER(S) SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREAFTER AS THEIR PREDECESSORS, AS ABOVE SET FORTH IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERRECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

(B) THE ARCHITECTURAL CONTROL 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 BEAUTY UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREAFTER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT A PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM INITIATING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

(C) THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON THE FIRST DAY OF JANUARY, 2007, OR WHEN ONE-HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN BUILT, WHICHEVER OCCURS FIRST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS' ASSOCIATION HEREAFTER PROVIDED FOR.

(D) THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, COUNTY, AND THE CITY OF BROKEN ARROW BUILDING CODES.

3.2 FLOOR AREA OF DWELLINGS:

(A) SINGLE-STORY: A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.

(B) TWO-STORY AND STORY-AND-A-HALF: IF A DWELLING HAS TWO LEVELS OR STORES SAID DWELLING SHALL HAVE AT LEAST 2,100 SQUARE FEET OF COMBINED HEATED LIVING AREA.

(C) COMPUTATION OF LIVING AREA: THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE EXTERIOR WALLS. THE AREA OF THE OUTDOOR PATIO OR PORCHES SHALL BE INCLUDED IN THE COMPUTATION OF LIVING AREA. THE HEIGHT SHALL BE SEVEN FEET SIX INCHES (7'6") FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE FEET (5') IN HEIGHT SHALL BE EXCLUDED.

(D) WAIVER: THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPHS A AND B OF THIS SECTION.

3.3 GARAGE:

EACH DWELLING SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES.

3.4 BUILDING MATERIAL REQUIREMENTS:

(A) STEM WALLS: ALL EXPOSED FACES OF FOUNDATION OR STEM WALLS SHALL BE OF BRICK OR STUCCO. NO CONCRETE BLOCKS, FOURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO CONCRETE FACE OF STEM WALLS WILL BE EXPOSED.

(B) ROOFING: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12 EXCEPT THAT IT MAY HAVE A FLAT ROOF EQUAL TO NO MORE THAN TWENTY PER CENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES, SUBJECT TO APPROVAL OF OWNER. WOOD GRAINED COMPOSITION ROOFING MATERIAL HAVING A THIRTY-FIVE (35) YEAR OR MORE EQUAL (SUCH AS HAWKO HERITAGE 30 WEATHER WOOD) AND SLATE WITH A WEATHERED WOOD COLOR AND APPEARANCE SHALL BE USED ON ALL HOMES IN THE SUBDIVISION. THE COMMITTEE MAY, BUT SHALL NOT BE OBLIGATED TO WAIVE THIS RESTRICTION. PROVIDED, HOWEVER, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY THE COMMITTEE.

(C) EXTERIOR WALLS: THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERRECTED ON ANY LOT SHALL BE OF AT LEAST SEVENTY FIVE PERCENT (75 %) MASONRY; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE PERCENTAGE OF MASONRY. EXTERIOR WALLS SHALL BE FINISHED WITH A WEATHERED WOOD COLOR. EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, SUCH PORTION OF THE EXTERIOR WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS (EXCLUSIVE OF FIREPLACE).

(D) WINDOWS: ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED OR W/NT. METAL WINDOW FRAMES WILL BE IN COLOR HARMONY WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.

(E) CHIMNEYS: ALL CHIMNEYS VISIBLE FROM THE STREET SHALL BE BRICK, STONE OR STUCCO. CHIMNEY CAPS SHALL BE RECTANGULAR AND SHALL BE A DARK EARTH TONE.

(F) MAIL BOXES: ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE CAST ALUMINUM OR CAST IRON, BLACK IN COLOR AND SHALL BE PURCHASED FROM DEVELOPER AT CLOSING.

(G) WAIVER: THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE.

3.5 COMMERCIAL STRUCTURES:

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERRECTED OR USED FOR BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSES ON ANY PORTION OF ANY LOT, EXCEPT FOR MODEL HOMES USED FOR THE SALE AND MARKETING OF HOME IN THE DEVELOPMENT.

3.6 NOXIOUS ACTIVITY:

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

3.7 SIGNS PROHIBITED:

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT AS FOLLOWS:

3.7 SIGNS PROHIBITED:

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT AS FOLLOWS:

(A) SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED NINE (9) SQUARE FEET IN DISPLAY SURFACE AREA. MODEL HOME SIGNS MAY EXCEED THIS LIMITATION WHILE DESIGNATED A MODEL HOME.

(B) DURING THE DEVELOPMENT PERIOD OF BELLE TRACE, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT MAY BE LOCATED AT THE ENTRANCES TO BELLE TRACE.

(C) PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO BELLE TRACE.

3.8 EXISTING BUILDING:

NO EXISTING BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACED ON ANY LOT.

3.9 TEMPORARY STRUCTURES AND OUTBUILDINGS:

(A) NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE EXCEPT THAT ATTACHED TO THE HOUSE IS ALLOWED.

(B) NO ABOVE GROUND POOLS OF ANY TYPE.

3.10 VEHICLE STORAGE AND PARKING:

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO BOATS, BOAT TRAILERS, HOUSE TRAILERS, CAMPER, MOTOR HOME, PANEL TRUCKS, CAMPER TRAILERS, RECREATIONAL VEHICLES OR SIMILAR VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE, FRONT OR REAR YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE, SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY GOLF HOLE, STREET OR NEIGHBORING LOT WITHIN BELLE TRACE.

3.11 ANTENNAS:

NO FACILITIES, INCLUDING POLES AND WIRES, FOR THE TRANSMISSION OR GENERATION OF ELECTRICITY, TELEPHONE MESSAGES AND THE LIKE SHALL BE PLACED OR MAINTAINED ABOVE THE SURFACE OF THE GROUND ON ANY LOT, AND NO EXTERNAL OR OUTSIDE ANTENNAS OF ANY KIND SHALL BE ALLOWED. NO ACTIVITY SHALL BE CONDUCTED ON ANY LOT WHICH INTERFERES WITH TELEVISION OR RADIO RECEPTION ON ANY OTHER LOT. SATELLITE DISHES SHALL NOT EXCEED TWENTY FOUR INCHES (24") IN DIAMETER.

3.12 INTERIOR FENCES OR WALLS:

INTERIOR FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

(A) NO SUCH FENCE SHALL EXCEED FOUR FEET (4') IN HEIGHT. NO FENCE SHALL BE ERRECTED OR MAINTAINED NEARER TO THE STREETS WITHIN THE SUBDIVISION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT EXCEPT FOR FENCING LOCATED WITHIN THE PERIMETER FENCING SHOWN ON THE PLAT. FENCING SHALL BE UNIFORM IN HEIGHT, DESIGN AND MATERIAL, AND NO GATES OR OTHER OPENINGS SHALL BE PERMITTED IN THE PERIMETER FENCING.

(B) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE, DECORATIVE FENCES OR WALLS SHALL NOT EXCEED THREE FEET (3') IN HEIGHT AND SHALL BE OF THE SAME DECOR, MATERIALS (I.E., WROUGHT IRON, ETC.) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. NOTE: SCREENING FENCES AND BATTERIES MAY BE ERRECTED UP TO SIX FEET (6') IN HEIGHT BUT SHALL BE AN EXTENSION OF THE HOUSE STRUCTURE LINE FROM FRONT TO BACK AND SIDE TO SIDE AND NOT LOCATED ON THE LOT LINE.

(C) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN THIS SUBDIVISION AND THAT CERTAIN LAND OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY AS THE BATTLE CREEK GOLF COURSE WHICH PERIMETER FENCING SHALL MEET THE FOLLOWING SPECIFICATIONS:

(1) PERIMETER FENCING SHALL BE REQUIRED UPON ALL LOTS SHARING A COMMON BOUNDARY WITH THE LAND OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY AS THE BATTLE CREEK GOLF COURSE, WHICH PERIMETER FENCING SHALL BE CONSTRUCTED ALONG AND PARALLEL TO SAID COMMON BOUNDARY.

(2) SAID PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT.

(3) SAID PERIMETER FENCING SHALL BE LIMITED TO GREEN VINYL CHAIN LINK CONSTRUCTION, AND THE FENCING MATERIALS SHALL BE LIMITED TO GREEN VINYL GALVANIZED CHAIN LINK, RESIDENTIAL GRADE FENCING MATERIAL WITH WOODEN POST, TOP AND BOTTOM RAILS. PERIMETER FENCING SHALL BE UNIFORM IN HEIGHT, DESIGN AND MATERIAL, AND NO GATES OR OTHER OPENINGS SHALL BE PERMITTED IN THE PERIMETER FENCING.

(4) WITH RESPECT TO ALL LOTS WITHIN THE SUBDIVISION UPON WHICH PERIMETER FENCING IS LOCATED, ANY SIDE YARD FENCE LOCATED THEREON SHALL BE FOUR FEET (4') IN HEIGHT AND SAID FENCE WILL FOLLOW THE SAME SPECIFICATIONS AS THE REAR FENCE.

(5) FENCING ALONG THE GOLF COURSE AND COMMON AREAS SHALL BE INSTALLED AND ACCEPTED BY THE CITY OF BROKEN ARROW PRIOR TO RECEIVING AN OCCUPANCY PERMIT.

(D) NO FENCE OR WALL SHALL BE ERRECTED ON ANY LOT UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS PROVIDED IN THIS SECTION. ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE IN A PARTICULAR INSTANCE THE REQUIREMENTS OR LIMITATIONS SET FORTH IN PARAGRAPHS 3.12 (A) AND 3.12 (B) OF THIS SECTION.

3.13 LANDSCAPING REQUIREMENTS:

(A) EACH LOT OWNER SHALL COMPLETELY SOO THE YARD FROM THE REAR OF THE LOT TO THE STREET CURB AFTER COMPLETION OF CONSTRUCTION OF THE HOUSE.

(B) EACH LOT OWNER SHALL PLANT A MINIMUM OF TWO (2) TREES OF TWO AND ONE-HALF INCH (2-1/2") CALIPER OR LARGER IN THE FRONT YARD.

(C) EACH LOT OWNER SHALL PLANT THE EQUIVALENT WORTH OF \$1,000.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COV, ETC.) EXCLUSIVE OF SOODING AND THE TWO TREES REQUIRED ABOVE. A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL PRIOR TO PLANTING.

3.14 BALL FLIGHT LICENSE:

OWNER/DEVELOPER HEREBY GRANTS A LICENSE TO THE BROKEN ARROW PUBLIC GOLF AUTHORITY, AND TO ITS SUCCESSORS, ASSIGNS AND INVITEES, FOR THE BENEFIT OF THE LAND OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY AS BATTLE CREEK GOLF COURSE, TO PERMIT PERSONS LAWFULLY UTILIZING SAID GOLF COURSE TO INADVERTENTLY, UNINTENTIONALLY OR UNWITTINGLY DRIVING OF GOLF BALLS ONTO LANDS DESCRIBED HEREIN FROM SAID GOLF COURSE BUT WITHOUT ANY RIGHT OR AUTHORITY TO ENTER UPON THE LANDS DESCRIBED HEREIN, OR ANY PART OR PORTION THEREOF, TO RETRIEVE SAID GOLF BALLS, OR OTHERWISE. OWNER/DEVELOPER AND EACH LOT OWNER ACKNOWLEDGES THAT THE INADVERTENT OR UNWITTINGLY DRIVING OF GOLF BALLS ONTO LANDS DESCRIBED HEREIN FROM SAID GOLF COURSE WILL NOT CONSTITUTE A NUISANCE OR ACTS OF TRESPASS AND THAT THE BROKEN ARROW PUBLIC GOLF AUTHORITY WILL INURE NO LIABILITY TO OWNER/DEVELOPER OR ANY LOT OWNER AS A RESULT THEREOF. OWNER/DEVELOPER AND EACH LOT OWNER ACKNOWLEDGES THAT THE LAND DESCRIBED HEREIN IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF BELLE TRACE, THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY THE MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING LICENSEE SHALL SAID RESERVE AREAS SHALL NOT BE SOLD OR USED AS A BUILDING SITE FOR A DWELLING.

3.15 RESERVE AREAS:

A) RESERVE AREAS "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" ON THE ATTACHED PLAT ARE A PART OF THE PUBLIC STREET RIGHT-OF-WAY AND WILL BE USED FOR TRAFFIC SIGNALING DEVICES AND FOR LANDSCAPING AND SIGNAGE FOR THE USE AND BENEFIT OF ALL LOTS IN THE ADDITION THESE RESERVE AREAS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF BELLE TRACE. THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY THE MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING LICENSEE SHALL SAID RESERVE AREAS SHALL NOT BE SOLD OR USED AS A BUILDING SITE FOR A DWELLING.

B) RESERVE AREA "A" ON THE ATTACHED PLAT SHALL BE USED FOR LANDSCAPING FOR THE USE AND THE BENEFIT OF ALL LOTS IN THE ADDITION AND RESERVE AREA "A" SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF BELLE TRACE. SAID RESERVE AREA "A" SHALL NOT BE SOLD OR USED AS A BUILDING SITE FOR A DWELLING.

SECTION IV. PROPERTY OWNERS' ASSOCIATION</