

Note: This is a Microsoft Word formatted copy of the original Deed of Dedication and Restrictive Covenants from Tulsa County Clerk Document #02141334 dated 11/07/2002.

The following Amendments have been applied:

- Tulsa County Clerk Document #04016460 (02/11/2004)
- Tulsa County Clerk Document #2016068614 (07/22/2016)
- Tulsa County Clerk Document #2025068988 (08/06/2025)

DEED OF DEDICATION and RESTRICTIVE COVENANTS
(Updated with Amendments)

KNOW ALL MEN BY THESE PRESENTS:

THAT PEMBROOKE PARK L.L.C. an Oklahoma limited liability company, is the Owner of the following described land:

A tract of land lying in the W/2 SE/4 Section 20, Township 18 North, Range 14 East of the Indian Base and Meridian, according to The U.S. Government Survey thereof, City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at the Northeast corner of said W/2 SE/4; thence S0°04'06"E along the East line thereof a distance of 992.85 feet to a point; thence S89°55'54"W a distance of 119.90 feet to a point; thence S87°47'20"W a distance of 50.01 feet to a point; thence S81°28'13"W a distance of 72.64 feet to a point; thence S62°38'28"W a distance of 475.17 feet to a point; thence S69°49'09"W a distance of 171.90 feet to a point; thence S20°00'00"E a distance of 12.59 feet to a point; thence S70°00'00"W a distance of 185.00 feet to a point on the Westerly line of CEDAR RIDGE EAST, an addition to the said City of Broken Arrow; thence N20°00'00"W along said Westerly line a distance of 698.05 feet to a point; thence Due North and along said Westerly line a distance of 702.53 feet to a point on the North line of said W/2 SE/4; thence S89°59'58"E along the said North line and along the South line of Pembroke Park Blocks 13 thru 17 and Pembroke Park Blocks 7 thru 12 according to the recorded Plots thereof, a distance of 1232.17 feet to the Point of Beginning, containing 31.7704 Acres, more or less.

AND THAT said PEMBROOKE PARK L.L.C., hereinafter referred to as the "Owner" have caused the same to be surveyed, staked and platted into blocks, lots, reserves and streets and has designated the same as THE ESTATES AT PEMBROOKE PARK BLOCKS 1 THRU 8, a subdivision in the city of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I
STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plot.
2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plot for the several purposes of constructing, maintaining, operating, repairing, 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 and right-of-ways for the uses and purposes aforesaid; PROVIDED HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plot for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Broken Arrow, and the owner of each lot agrees to be bound hereby.

B. Underground Service:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the parameter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the right-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in easement ways.
2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, 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 or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, 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 the right of access to all easement ways shown on the plot 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 each 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. Each 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 B shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.
2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.
3. The City of Broken Arrow 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, or agents or contractors of the owner.

4. 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 the plot or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.
5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Broken Arrow and the owner of each lot agrees to be bound hereby.

D. Gas Service:

1. The Supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping Within Easements:

1. The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow³, or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II SURFACE DRAINAGE

A. 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 covenant set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

SECTION III ZONING AND DEVELOPMENT RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit at the Owner, its successors and assigns, and the City of Broken Arrow, Oklahoma.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land:

1. The development of THE ESTATES AT PEMBROOKE PARK BLOCKS 1 THRU 8 shall be subject to the provisions of the Broken Arrow Zoning Ordinance, as the same existed on May 17, 1993, or as subsequently amended.
2. All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.
3. Overland Drainage Easement:
 - a. The drainage easement constructed in the rear of all Lots of Blocks 3 and 4 are to be maintained by the Owners of the Lots on which the drainage easement is situated. This includes, but is not limited to, dead trees, trash, limbs, leaves, overgrowth, etc. Failure of a Lot Owner to properly maintain said drainage trench, The Estates at Pembroke Park Owners Association, Inc., or its authorized agent(s), shall have the right to enter said Lot and perform the necessary maintenance. Any costs incurred by the Homeowners Association as a result of such work by the Association shall be assessed back against the

responsible owner and, if not paid, may be enforced in the same manner as any other assessment authorized under the Deed of Dedication or Oklahoma statutes. The Homeowners Association may, but is not required to, maintain drainage easement, and will notify the owner in writing if the Homeowners Association intends to stop maintaining the drainage easement.³

- b. No structure of any kind will be allowed in the overland drainage easement including fences, yard debris, storage sheds, building materials, or children's play equipment. No change of grade by filling or excavating will be permitted.
- c. Removal of siltation within the confines of the overland drainage easement will be by the homeowner's association.

SECTION IV PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 2012, of which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after March 2012, the then owners of a majority of all the lots in said Addition, as approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of Tulsa County, Oklahoma. Provided, however, Owner (or any designee) reserves the right in its sole discretion, to amend any of the terms or provisions of Section IV hereof so long as it is the owner of any lot in the Subdivision.¹

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover his costs and reasonable attorney's fees.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

A. Number of Principal Residences:²

No more than one principal residence shall be erected on any single family lot as now platted.

B. Building Height:²

No principal residence which exceeds two (2) stories in height shall be placed, erected, altered or permitted to remain on any single lot as now platted.

C. Building Set-Back Standards:

No building or parts thereof, except porches and terraces, without covers, shall be constructed and maintained on any lot nearer to the front or side street lot lines than the twenty-five (25) foot building lines established on the recorded plot of said Addition, or nearer than Five (5) feet to any side lot line: providing that the total of the side yards shall not be less than fifteen (15) feet.

D. Building Size:²

No principal residence shall be erected on any single family residential lot, the ground floor of the main structure of which, exclusive of open porches and garages, is less than One Thousand Eight Hundred (1,800) square feet in area for a one-story dwelling. Total footage in a One and One-half (1 ½) story dwelling or a Two (2) story dwelling must total no less than Two Thousand Two Hundred (2,200) square feet. The Architectural Design Committee reserves the right to change the square footage requirements.

E. Garages:

All single family residences must have a private garage for not less than two cars attached to the residence.

F. Exterior Construction Requirements:

Exterior walls of the first floor, excluding covered porches, windows and doors, shall be 100 percent brick, stone or stucco.

G. Roofs:³

All residences, garages and buildings of any kind must have a roof covering of Heritage II or equivalent asphalt shingles. The only approved shingle color is WEATHERED WOOD. No residence shall have a roof pitch, except porches and patio roofs, of less than 8" in 12". Porches, dormers and patio roofs shall have a minimum roof pitch of 4" in 12". Any metal rooftop protrusions on any residence, garage or building of any kind on a Lot erected after the date of filing this amendment shall be painted to match the shingle color of WEATHERED WOOD. All roof coverings or color must be approved in writing by the Architectural Design Committee prior to making alteration or improvement to any roof on the Lot.

H. Windows:³

Aluminum-type windows will not be permitted. Any change of window color or style must be requested of and receive written approval from the Architectural Design Committee prior to making alteration or improvement to any window on the Lot.

I. Fences:³

All fencing must be requested of and receive written approval from the Architectural Design Committee prior to constructing, altering or improving any fence on the Lot. Fencing must be a privacy fence constructed of standard wood materials. The height of any fence on a lot shall not exceed 6 feet in height. Fencing shall not extend beyond the front building line; however, fencing on corner lots may extend to the side yard lot line. Fences facing a street and installed in side yards between dwellings shall be aligned with existing fences on adjoining lots. Fences facing a street shall have the bracing side facing the inside. All fences must be maintained in good condition for function and appearance. Rotted wood and leaning fences shall be repaired or replaced in a timely manner.

Exceptions to Section IV(I):

1. Lots abutting a drainage easement (trickle trench) or a pond may install fences constructed of wood post/vinyl coated chain link or wrought iron for the portion of the lot adjoining those areas.
2. Lots abutting Cedar Ridge East Addition, The Trails, shall erect and maintain a six-foot privacy fence on the western border of the lot. These fences shall be constructed of standard wood materials.

J. Mail Boxes:³

Mail boxes shall be constructed using masonry or brick materials similar to those materials of the primary residence on the lot.

K. Restricted Structures:^{2,3}

No modular or mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, and occupants shall not be permitted to reside in any such structure. No structures previously used or erected shall be moved onto any lot. 'Basketball goals' and 'outbuildings', as defined hereinafter, shall only be allowed if in compliance with the following terms and conditions:

Basketball Goals:

1. Placement:
 - i. Goals shall be portable. They may not be attached to the house or other exterior building.
 - ii. Goals must be at least 10 feet from the street pavement edge and at least five feet inside the property line. Basketball goals shall not be placed at any time, on any street or right of way located within the neighborhood.
 - iii. Goals must be located so that stray basketballs do not become a nuisance in adjacent yards or cause a safety hazard to vehicle traffic.
2. Materials and Color:
 - i. The backboard shall be predominantly white, beige, clear, or light gray in color. Fluorescent colors are not permitted.
 - ii. Basketball goals shall be installed on commercially made, regulation sized (or smaller) backboards. Backboards shall be constructed of heavy gauge fiberglass, Plexiglas, graphite-blend or aluminum.
 - iii. The post and supports shall be painted black, gray, an earth tone, or be galvanized or aluminum in color. Bases may be black, gray, green or other earth tone in color.
3. Anchoring:
 - i. Bases must present a neat, kept appearance.
 - ii. Bases must be properly filled INTERNALLY with sand, water or other substance per the manufacturer's instructions.
 - iii. Bases weighted down EXTERNALLY with trash or refuse (stones, bricks, cinder blocks, dirt bags, etc.) DO NOT meet the above criteria and are NOT allowed.

4. Number
 - i. One (1) basketball goal is allowed per house.
5. Repair and Maintenance.
 - i. Basketball goals and supports must always be properly maintained and painted in excellent condition with the net in good repair.
 - ii. Goals must be maintained in such a fashion that they do not detract from the neighborhood, such as, but not limited to: replacement or repair of torn nets, bent rims, bent or broken supports, worn or discolored backboards, rusted/discolored poles, or leaning poles.
6. Other Restrictions.
 - i. Any basketball goals that are not usable must be removed.
 - ii. The use of the goals is not allowed from 10:00 pm to 8:00 am.

Outbuilding Buildings:

All plans for the construction of outbuildings must be pre-approved by the Architectural Design Committee. Applications must be submitted in the form provided by and to the Architectural Design Committee setting forth the details of the request which must conform to the following guidelines:

1. Materials and Color:
 - i. Exterior walls, excluding windows and doors, shall be 100 percent brick, stone, stucco, or wood.
 - ii. Roofs: Outbuildings of any kind must have a roof covering of weathered, wood colored, asphalt shingles such as Heritage II or equivalent, or other roof covering approved in writing by the Architectural Design Committee.
 - iii. Color scheme must compliment the residence.
 - iv. Exception: Plastic Prefab buildings will be considered if they meet color scheme, size, and placement guidelines. Note: These still require Architectural Design Committee approval.
2. Size:
 - i. For any outbuilding, maximum square footage is 100 sq feet, exterior wall to exterior wall. Roof eaves and unenclosed porches shall not be included in the square footage calculation. Exceptions may be made by the Architectural Design Committee if lot dimensions are suitable.
 - ii. Maximum height is 8 feet, measured from the ground level to the peak of the roof. The roof line needs to resemble current lines in neighborhood. No barn gables, rounded, or flat roofs.
3. Placement:
 - i. No part of the outbuilding shall be located within a utility easement.

- ii. Outbuildings must be located at least 5 feet from any property line.
- iii. No outbuilding shall be placed in the front yard.
- iv. If the outbuilding is set adjacent/abutting to the residence, a outbuilding permit may be required.
- v. The outbuilding must be enclosed behind a fence, the placement, composition and height of which must be submitted at the time the original plan is presented and must be pre-approved by the Architectural Design Committee.
- vi. Excluding residence, only one building permitted per property.

L. Storage of Boats, Trailers, and recreational Vehicles:³

Boats, trailers, campers, air streamers, inoperable or unregistered vehicles, whether recreational or for work, shall not be parked, stored or kept on any lot for a period exceeding 48 hours, nor routinely parked, stored or kept (i.e. 48 hours on, 48 hours off) except within an enclosed garage.

Moving, storage containers, commercial refuse containers, or similar containers will be allowed in driveways for a period not to exceed thirty (30) days. Written notice of any moving, storage containers, commercial refuse containers, or similar containers shall be provided to the Board of Directors prior to the container being placed on the lot. Extensions for any such container must be approved in writing by the Board of Directors.

M. Maintenance of Lot:³

All lots shall be maintained in a neat, attractive and orderly manner so as not to be a nuisance to neighboring properties. The following elements and activities are prohibited:

Prohibited Items on any Lot:

- 1. All pools, fountains and similar structures/items capable of retaining water shall be maintained in a neat and orderly manner. Dirty or stagnant water in which mosquitoes can breed is prohibited.
- 2. Accumulations of trash, such as, but not limited to, manure, rubbish, litter, rubble, refuse, debris, paper, combustible materials, waste of any kind or form, or stored building materials or junk.
- 3. Weeds and other rank growths of vegetation, including but not limited to, poison ivy, poison oak or poison sumac and all non-ornamental grass at any state of maturity which exceeds 6 inches in height. Any such overgrowth

applies to lawns and flower beds.

4. Dead grass due to lack of irrigation. Lawns and flower beds shall be properly watered during periods of drought, unless otherwise prohibited by the City of Broken Arrow during water shortages.
5. Damaged buildings, walls and other structures which have been damaged by fire or decay.
6. Discharge into any storm drainage system of any grass clippings. If you utilize a yard service, please also notify them not to do this.
7. Damaged or dead trees.
8. Clothesline poles or other outside drying apparatus.
9. Flagpoles shall be properly maintained. Flagpoles which contain the American Flag must follow proper etiquette.

N. Appurtenances:³

Satellite Dishes, Antennas and Solar Panels are prohibited on the front of the house. Any new placement of satellite dishes, antennas and solar panels must be requested of and receive prior written approval from the Architectural Design Committee. Window AC units are prohibited.

O. Noxious Activity and Pets:³

No noxious, offensive or unlawful trade, activity or behavior 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 residents of the neighborhood.

Noxious activity includes, but is not limited to:

- i. Illegal burning of trash or yard waste on a lot
- ii. Excessive dog barking or dogs running unleashed throughout the neighborhood
- iii. Pets defecating on neighbor's property or common areas
- iv. Excessive cars being parked on or in front of neighboring property
- v. Any other activity that is disturbing to neighbors

No animals, livestock (as defined in the Broken Arrow Code of Ordinances) or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, or any other

household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Beekeeping is prohibited.

P. Streets and Sidewalks:³

Fences, walls, hedges, trees and shrubs at street intersections on corner lots shall meet the requirements of the Code of the City of Broken Arrow and not inhibit visibility at the intersections. Sidewalks must not be blocked or restricted by fences, walls, hedges, trees and shrubs, as well as parked vehicles.

Q. Architectural Design Committee:³

The Architectural Design Committee may consist of a minimum of three (3) members who are residents of The Estates at Pembroke Park Blocks 1 thru 8, or The Estates of Pembroke Park Blocks 9 thru 15 who are appointed by the Board of Directors of The Estates at Pembroke Park Homeowners' Association, or the Board of Directors may serve as the Architectural Design Committee.

No building, fence, wall, or other structure, walkway or driveway shall be constructed, or erected, nor shall any addition, change, improvement or alteration to the exterior of the residence or other portion of the lot be made, until the project plans and specifications, plot plan, paint color scheme, and any additional information as deemed necessary and requested by the Architectural Design Committee have been submitted to and approved in writing by the Committee.

In passing or denying such requested plans, specifications, plot plans, paint color scheme, and any additionally provided information, the Architectural Design Committee will take into consideration the suitability of the overall proposed project with the harmony of the surrounding area and its impact on the adjacent or neighboring properties.

Owners shall also obtain any necessary building permits from the City of Broken Arrow.

The Architectural Design Committee shall make an effort to, but is not required to, respond to any plan submitted within fourteen (14) working days of the submission of said plans.

The Architectural Design Committee shall have the authority to grant variances to the covenants contained in this Deed of Dedication upon application by the owner, and taking into consideration the totality of circumstances surrounding any such grant of a variance.

R. On-Street Parking:^{2,3}

Vehicles may be parked on the streets within the Addition, but shall be subject to the following restrictions:

- i. No vehicle shall park within 5 feet of any mailbox at any time.
- ii. Any vehicle parked in the street must be parked parallel to the curb and in compliance with the City of Broken Arrow parallel parking ordinances for distance from the curb.
- iii. Owners and their guests, tenants, or invitees shall park only at the curb in front of that owner's respective residence.
- iv. Vehicles shall be parked in a way so as to not block access by emergency vehicles and shall be parked as per City guidelines on the correct side of the street.

Any vehicles parked in violation to these guidelines may be deemed a nuisance to the neighborhood and are subject to towing by the Association. Any costs associated with the towing shall be assessed back against the responsible lot, and any such assessment shall be enforced in the same manner any other assessment authorized by this Deed of Dedication.

NOTE: These restrictions are intended to address regular, repeated nuisance parking, not occasional parking due to special or seasonal events, or short-term house guests.

S. Signs:³

No sign shall be displayed to the public view on any lot except the following:

1. One (1) For Sale or For Rent sign is permitted provided that the sign measures no more than six (6) square feet. The sign shall be removed upon a final sale or the completion of a rental agreement.
2. Temporary signs of celebratory nature, such as birthdays, birth announcements, or graduations for a period not to exceed seven (7) days.
3. One (1) sign promoting a company providing services to the lot or residence (i.e. painting, landscaping, remodeling) shall be permitted, provided the sign shall only be allowed while the company is performing the work and for seven (7) days immediately following completion of the work. The sign shall not exceed six (6) square feet.

4. A limit of two (2) political campaign signs measuring no more than eight (8) square feet each may be displayed for thirty (30) days prior to an election. All political signs must be removed within seven (7) days of the completion of the election.

T. Construction:³

No lot shall be used for storage of materials for a period of greater than 30 days prior to the start of construction. All construction shall be completed within nine (9) months thereafter. Each lot shall be maintained in a neat and orderly condition during construction. Extensions for construction beyond 9 months must be approved in writing by the Board of Directors.

U. Trash Receptacles:³

Garbage cans, recycling bins and similar trash/recycle receptacles shall not be stored on the driveway on the front of the residence.

Such trash/recycle receptacles must be stored either within an enclosed garage, behind a fence, on the side of the residence, or in a similar manner sufficiently screened from view from a street. Exceptions may be made for garages that are not front facing. Trash/recycle receptacles shall be stored in a neat fashion, and when on the street waiting to be picked up, must be closed without items hanging out of the bins to avoid trash blowing into the neighborhood.

Placement at Curb: Per Broken Arrow Code of Ordinances, Sec 12-23, trash/recycle receptacles and any other waste shall not be placed at the curb prior to 5:00 p.m. the day before collection day, and all contents must be secured inside containers to avoid littering.

Removal from Curb: Per Broken Arrow Code of Ordinances, Sec 12-23, trash/recycle receptacles at the curb shall be removed within 12 hours after being emptied by city workers.

Blockage of Roadway: Trash/recycle receptacles shall not be located/placed in a manner so as to block the roadway, or the primary access way from the public road onto the premises.

V. Garage Sales:³

No lot shall conduct more than two (2) garage sales within any calendar year. Garage sales shall include, but are not limited to, yard sales, estate sales, moving sales, occasional sales or similar sales. No garage sale or similar sale shall exceed four (4) consecutive days per occurrence.

SECTION V
HOMEOWNER'S ASSOCIATION

A. Formation and Purpose:

The Owner has formed or shall cause to be formed the Estates of Pembroke Park Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of maintaining the reserve area and common areas within the subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision.

B. Membership:

Every person or entity who is the owner of 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 in the Subdivision shall constitute acceptance of membership in the Association as of the date of recording the deed.

C. Covenant for Assessments:

The Owner and each subsequent Owner of a lot in the Subdivision, by acceptance to a deed therefore, is deemed to covenant and agree to pay to the Association an annual assessment for the maintenance of common areas within the Subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision and for such other purposes as the Board of Directors of the Association shall, from time to time, determine pursuant to a separate Declaration of Covenants and Conditions applicable to the Subdivision and pursuant to the bylaws of the Association.

D. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot owner, the City of Broken Arrow and the supplier of any utility or other service within the Subdivision, and shall have the right to enforce these covenants and agreements.

E. Fines:^{2,3}

To aid in the enforcement of the covenants contained in the Deed of Dedication, Declaration, Bylaws and any duly adopted rule or regulation the Board of Directors for The Estates at Pembroke Park Owners Association, Inc., shall be authorized to levy fines for unabated violations of any such covenant. The amount and frequency of any fine to be levied shall be reasonable and shall be set by the Board of Directors for The Estates at Pembroke Park Owners Association, Inc. A copy of any subsequently adopted fine schedule shall be circulated to all owners. Notice of any violation and an opportunity to abate the violation shall be provided to an owner prior to any fine levied. Any owner shall have an opportunity to be heard by the Board of Directors prior to any fine being levied. Any fine shall be considered an assessment and, if not paid, may become a lien on the lot and may be enforced in the same manner as any assessment authorized under this Deed of Dedication or Oklahoma statute.

SECTION VI

AGREEMENT BETWEEN PEMBROOKE PARK L.L.C. and THE TRAILS HOMEOWNERS ASSOCIATION

(As filed in the Tulsa County Clerk's Office, Book 6774, Page 0151 and 0152)

This agreement is effective September 21, 2001, between Pembroke Park L.L.C. (Pembroke Park) an Oklahoma Limited Liability Company and its successors and assigns and The Trails Homeowner Association, an Oklahoma Corporation.

To satisfy the requirements of the City of Broken Arrow and the Trails Homeowners Association, for good and valuable consideration, the parties agree to the following:

1. Pembroke Park will regrade area West of Aster Avenue to pond, install a concrete channel to be determined by Cox Engineering, and install solid slab sodding over an erosion protection mat. Pembroke Park will increase capacity of

- pond located within “The Trails” by dredging East end (pond area east of fountain location). Amount to be dredged, not less than four feet in depth, will be determined by Cox Engineering and approved by the Trails Homeowners Association and the City of Broken Arrow. Dredging will begin at the request of The trails Homeowners Association no later than June 1, 2022 and will be completed within 45 days of beginning of work.
2. Pembroke Park will repair concrete outlet structure on West end of pond located in “The Trails”. Specifications will be determined by Cox Engineering and approved by The Trails Homeowners Association and the City of Broken Arrow.
 3. Pembroke Park will name the development “Pembroke Park South”.
 4. Pembroke Park will include wording in the covenants requiring home sites which border “The Trails” to erect and maintain a six foot privacy fence of like materials on the West side of property line as specified in Pembroke Park South’s covenants. Said covenants will also specify that access to “The Trails” will not be permitted.
 5. Pembroke Park will install demarcation pillars at the entrance of Pembroke Park south on Kent Street and Kent Place. Said pillars will be of similar design to attached photograph with brick and/or stone surface. One of each pair of pillars bear the name “Pembroke Park South”.
 6. A copy of Pembroke Park South’s covenants shall be furnished to The Trails Homeowners Association.
 7. Pembroke Park will supply The Trails Homeowners Association with all plans and specifications relating to this agreement prior to commencement of the work described herein.
 8. This contract shall become null and void should the City of Broken Arrow require Pembroke Park to install a detention pond in Pembroke Park 4, Phase I.

PEMBROOKE Park L.L.C. AND THE TRAILS HOMEOWNERS ASSOCIATION have contemporaneously herewith and for the same consideration entered into a certain Agreement (herein “Agreement”) dated the 21st day of September, 2001, regarding the Properties known as The Trails and Pembroke Park South located within Broken Arrow Oklahoma.

This ADDENUM TO THE AGREEMENT and for the purpose of amending and supplementing the same the parties further agree as follows:

1. Paragraph 1 is amended as follows: 1. Pembroke Park will make changes to the

detention pond located within The Trails per Plans approved May 2, 2002 by the City of Broken Arrow. Dredging will begin at the request of The Trails Homeowners Association.

2. Paragraph 3 is amended as follows: 3. Pembroke Park will name the development "The Estates at Pembroke Park".
3. Paragraph 4 is amended as follows: 4. Pembroke Park will include wording in the covenants requiring home sites which border "The Trails" to erect and maintain a six foot privacy fence of like material on the east side of the west property line as specified in The Estates at Pembroke Park covenants. Said covenants will also specify that access to the walking paths in "The Trails" will not be permitted.
4. Paragraph 8 is amended as follows: 8. This contract shall become null and void should the City of Broken Arrow require Pembroke Park to install a detention pond in The Estates at Pembroke Park, Blocks 1 through Block 8.
5. Paragraph 9 is added: 9. The Trails Homeowners Association understands and allows the Pembroke Park storm water to be detained in "The Trails" pond.
6. Paragraph 10 is added: 10. This agreement shall be recorded in the Tulsa County Clerk's Office for each Platted property and shall be binding on the parties hereto, their heirs and assigns and shall run with the land. No amendment to this agreement shall be made without the prior approval of the City of Broken Arrow and any such approved amendment shall also be recorded in the Tulsa County Clerk's office.

WITNESS our hand this 3/5th day of October, 2002.

PEMBROKE PARK L.L.C.


Dan Guterman - Manager

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October, 2002, personally appeared DAN GUTERMAN to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

L. L. Henry
Notary Public
My Commission Expires: January 7, 2006
No. 01020314

CERTIFICATE OF SURVEY

Jack C. Cox of COX & ASSOCIATES, INC., Engineers of Tulsa, Oklahoma, hereby certifies that he has fully complied with the requirements of the Land Subdivision Code of the City of Broken Arrow and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; that the plat represents a survey made by him and that all monuments indicated thereof actually exist in their location, size and material are correctly shown.

Signed and sealed this 31st day of October, 2002.

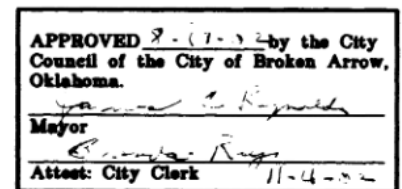
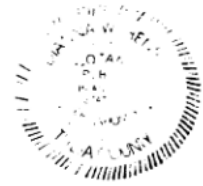
COX & ASSOCIATES, INC.

By: Jack C. Cox
Jack C. Cox, Reg. Land Surveyor #531

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October, 2002, personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Cox & Associates, Inc. for the uses and purposes therein set forth.

L. L. Henry
Notary Public
My Commission Expires: January 7, 2006
No. 01020314



Endnotes: ¹ _ ² _ ³

- ¹ Amendment – Document# 04016460 (02/11/2004)
² Amendment – Document# 2016068614 (07/22/2016)
³ Amendment – Document# 2025068988 (08/06/2025)