

**AMENDMENT TO THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS
FOR THE ESTATES AT PEMBROOKE PARK BLOCKS 9 THRU 15**

THIS AMENDMENT TO THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR THE ESTATES AT PEMBROOKE PARK BLOCKS 9 THRU 15 (the Amendment) is made and entered into on this day ____ of _____, 2025, by owners representing a majority of lots within The Estates at Pembroke Park Blocks 9 thru 15 Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the Addition).

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the *Deed of Dedication and Restrictive Covenants of The Estates at Pembroke Park Blocks 9 thru 15* (the Deed of Dedication) was recorded in the office of the Tulsa County Clerk on April 8, 2005, as Document No. 2005040162; and

WHEREAS, *Correction by Surveyor's Affidavit of the Estates at Pembroke Park Blocks 9 thru 15* was recorded in the office of the Tulsa County Clerk on May 6, 2005, as Document No. 2005052539; and

WHEREAS, the *Amendment to Restrictive Covenants of The Estates at Pembroke Park Blocks 9 thru 15* was recorded in the office of the Tulsa County Clerk on March 12, 2008, as Document No. 2008025895; and

WHEREAS, the *Amendment to Deed of Dedication of The Estates at Pembroke Park Blocks 1 thru 8 and The Estates at Pembroke Park Blocks 9 thru 15* was recorded in the office of the Tulsa County Clerk on July 22, 2016, as Document No. 2016068614; and

WHEREAS, Section V of the Deed of Dedication allows owners representing a majority of lots in the Addition to amend the covenants contained in the Deed of Dedication; and

WHEREAS, pursuant to Section V of the Deed of Dedication, owners representing a majority of lots within the Addition did duly vote to adopt this *Amendment to the Deed of Dedication and Restrictive Covenants for The Estates at Pembroke Park Blocks 9 thru 15* as evidenced by the Ballots attached hereto as Exhibit "A"; and

NOW THEREFORE, the following *Amendment to the Deed of Dedication and Restrictive Covenants for The Estates at Pembroke Park Blocks 9 thru 15* is adopted by a vote of owners of lots within the Addition for the purpose of protecting property values and to protect the health, welfare and safety of the owners and shall run with the land and be binding on the owners, their heirs, successors, and those having any right, title or interest to real property in the Addition and shall inure to the benefit of each owner, and may be enforced by the record owners or by The Estates at Pembroke Park Owners Association, Inc.

AMENDMENT. Section I(E)(1) of the Deed of Dedication within Paving and Landscaping Within Easements is hereby deleted in its entirety and replaced with the following:

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 Arrow, or the supplier of the utility service shall use reasonable care in the performance of such activities.

AMENDMENT. Section III Traffic Turn-Around-Lots 2&3 Block 13 of the Deed of Dedication is hereby deleted in its entirety.

AMENDMENT. Section IV(A)(3)(b) of the Deed of Dedication within Zoning and Development Restrictions/Use of Land/Reserve “A” is hereby deleted in its entirety and replaced with the following:

- b. Fishing will be permitted in this pond, but will be restricted to a catch and release provision. If pond maintenance or circumstances warrant reduction of the fish population, the Board of Directors may declare a fish and keep for an approved period.

AMENDMENT. Section IV(A)(4)(b) of the Deed of Dedication within Zoning and Development Restrictions/Use of Land/Reserve “B” is hereby deleted in its entirety and replaced with the following:

- b. Fishing will be permitted in this pond, but will be restricted to a catch and release provision. If pond maintenance or circumstances warrant reduction of the fish population, the Board of Directors may declare a fish and keep for an approved period.

AMENDMENT. Section V(G) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- G. **Roofs.** 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.

AMENDMENT. Section V(H) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- H. **Windows.** 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.

AMENDMENT. Section V(I) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- I. **Fences.** 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 V(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.

AMENDMENT. Section V(J) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- J. **Mailboxes.** Mailboxes shall be constructed using masonry or brick materials similar to those materials of the primary residence on the lot.

AMENDMENT. Section V(K) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- K. **Restricted Structures.** 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, temporary or permanently, and occupants shall not be permitted to reside in any such structure. No structure 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, to wit:

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. 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 ground level of the structure 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 located in the front yard.
 - iv. If the outbuilding is set adjacent/abutting to the residence, an 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 outbuilding is permitted per property.

AMENDMENT. Section V(L) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- L. **Storage of Boats, Trailers and Recreational Vehicles.** 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.

AMENDMENT. Section V(M) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- M. **Maintenance of Lots.** 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 apparatuses.
9. Flagpoles that are not properly maintained. Flagpoles which contain the American Flag should follow proper etiquette.

AMENDMENT. Section V(N) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- N. **Appurtenances.** 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 A/C units are prohibited.

AMENDMENT. Section V(O) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- O. **Noxious Activity and Pets.** 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.

AMENDMENT. Section V(P) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- P. **Streets and Sidewalks.** 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.

AMENDMENT. Section V(Q) of the Deed of Dedication is hereby deleted in its entirety and replaced with the following:

- Q. **Architectural Design Committee.** 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 at 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.

AMENDMENT. On-Street Parking, as added by the 2016 Amendment, is hereby officially labeled as Section V(R) of the Deed of Dedication and amended as follows:

- R. **On Street Parking.** 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 per City guidelines on the correct side of the street.

Any vehicles parked in violation of these guidelines may be deemed a nuisance to the neighborhood and are subject to towing by the Association. Any costs associated with 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.

AMENDMENT. Section V(S) of the Deed of Dedication is hereby added in its entirety as follows:

- S. **Signs.** 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.

AMENDMENT. Section V(T) of the Deed of Dedication is hereby added in its entirety as follows:

- T. **Construction.** 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.

AMENDMENT. Section V(U) of the Deed of Dedication is hereby added in its entirety as follows:

- U. **Trash Receptacles.** 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.

AMENDMENT. Section V(V) of the Deed of Dedication is hereby added in its entirety as follows:

- V. **Garage Sales.** 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.

AMENDMENT. Fining, as added by the 2016 Amendment, is hereby officially labeled as Section VI(E) of the Deed of Dedication and amended as follows:

- E. **Fines.** 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.

The Board of Directors may take any and all legal actions available to the Association to collect a delinquent assessment, and any interest, late fees, costs, and reasonable attorneys' fees related to any action to collect such delinquency shall be added to the amount of the assessment and shall be the responsibility of the delinquent owner.

EFFICACY OF COVENANTS

All provisions of the Deed of Dedication not expressly amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, on behalf of a majority of owners of lots who voted in favor to this *Amendment to the Deed of Dedication and Restrictive Covenants for The Estates at Pembroke Park Blocks 9 thru 15* according to the Ballots on file herein, do hereby execute and file this document on the date indicated below.

President, The Estates at Pembroke Park Owners
Association, Inc.

Secretary, The Estates at Pembroke Park Owners
Association, Inc.

ACKNOWLEDGMENT

Subscribed and sworn to before me, the undersigned notary public, on this _____ day of _____, 2025, by _____, President, and _____, Secretary, for The Estates at Pembroke Park Owners Association, Inc.

Notary Public

My Commission No.:

My Commission Expires:

[EXHIBIT “A” ATTACHED]