

AMENDED DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR GLADE CROSSING II

THIS AMENDED DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR GLADE CROSSING II (Amended Deed of Dedication) is made and entered into on this day _____ of _____, 2024, by the owners of a majority of lots within the Glade Crossing I Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the Addition).

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original Deed of Dedication for Glade Crossing I (Deed of Dedication) was recorded in the office of the Tulsa County Clerk on February 25, 1994, as Document No. 1994023058; and

WHEREAS, the Amendment to Plat 4978 Glade Crossing I (the First Amendment) was recorded in the office of the Tulsa County Clerk on August 24, 1994, as Document No. 1994091734; and

WHEREAS, the Amendment to Plat 4978 Glade Crossing I (the Second Amendment) was recorded in the office of the Tulsa County Clerk on February 29, 1996, as Document No. 1996020097; and

WHEREAS, the Amendment to the Bylaws of Glade Crossing Homeowners Association, Inc. (the Third Amendment) was recorded in the office of the Tulsa County Clerk on December 9, 2002, as Document No. 2002155464; and

WHEREAS, the Amendment to the Bylaws of Glade Crossing Homeowners Association, Inc. (the Fourth Amendment) was recorded in the office of the Tulsa County Clerk on August 25, 2022, as Document No. 2022087502; and

WHEREAS, Section 5(1) of the Deed of Dedication states the Deed of Dedication may be amended by owners representing a majority of lots; and

WHEREAS, pursuant to Section 5(1) of the Deed of Dedication, owners representing a majority of lots with Glade Crossing I did duly vote to adopt this Amended Deed of Dedication as evidenced by the Ballots attached hereto as Exhibit "A"; and

NOW THEREFORE, the following *Amended Deed of Dedication and Restrictive Covenants for Glade Crossing II* is adopted by a vote of the owners of a majority of lots within the Glade Crossing II 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 Glade Crossing II Addition and shall inure to the benefit of each owner, and may be enforced by the record owners or by the Glade Crossing Homeowners Association, Inc.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

1. **Utility Easements and Streets.** The original developer dedicated to the public use forever, street right-of-way as shown and designated on the plat and further dedicate to the public use forever the easements as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed,

erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas curbing, signs/ landscaping/ and customary screening fences and walls.

2. Restrictive Drainage way and Storm Sewer Easement. Areas designated on the plat as "RESTRICTIVE DRAINAGEWAY AND STORM SEWER EASEMENT" were established by grant of the original developer as a perpetual restrictive easement for the purpose of permitting the flow/ conveyance/ and discharge of storm water runoff from within this subdivision. Drainage facilities constructed in the restrictive drainage way areas shall be in accordance with the standard plans and specifications of the City of Broken Arrow. The restrictive drainage way area and facilities shall be maintained by the lot owner upon which the drainage way is located at his cost in accordance with the standards as prescribed by the City of Broken Arrow. In the event the lot owner should fail to adequately and properly maintain the drainage way area and facilities, the City of Broken Arrow or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Broken Arrow. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainage way areas without the approval of the City Engineer of the City of Broken Arrow and there shall be no alteration of the grades or contours in the restrictive drainage way areas without the approval of the City Engineer of the City of Broken Arrow. The easement or any part thereof may be terminated, released, and canceled upon a resolution being adopted by the Broken Arrow City Council providing such.
3. Limits of No Access. The original developer relinquished rights of ingress and egress to Glade Crossing II within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Broken Arrow and approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owners of each lot agree to be bound thereby.
4. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:
 - A. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North and East lines of the subdivision. Street light poles or standards shall be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestal and transformers, as sources of supply of secondary voltages, may be located in such easement ways.
 - B. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines, and cable television cables, underground service cables to all houses which may be located on all lots in Said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such service cable to a particular house supplier of electrical service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.

- C. The supplier of electric, telephone, cable television and natural gas service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or natural gas services so installed by it.
 - D. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television, and natural gas facilities located on his- property and shall prevent the alteration of grade or any construction activity, which may interfere with said electric, telephone, cable television or natural gas facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities caused or necessitated by the acts of the owner or its agents or contractors.
 - E. The foregoing covenants concerning underground electric, telephone, cable television, and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or natural gas service, and the owner of each lot agrees to be bound thereby. In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit: The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted utility easement area, if 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. The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors. The City of Broken Arrow or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities.
- 5. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound hereby.
 - 6. Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

SECTION II. LAND USE

PLANNED UNIT DEVELOPMENT RESTRICTIONS:

WHEREAS, GLADE CROSSING was submitted as a Planned Unit Development (designated as PUD #78) pursuant to Section 3 of the Zoning Ordinance No. 1560 adopted July 10, 1992 by the City of Broken Arrow, Oklahoma and approved by the Broken Arrow Planning Commission on June 29, 1993 and by the City Council of the City of Broken Arrow, Oklahoma on July 6, 1993.

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record sufficient to assure continued compliance with the approved Planned Unit Development thereto.

WHEREAS the original developer for the purpose of providing for the orderly development, of "GLADE CROSSING II", and for the purpose of insuring adequate restrictions for the mutual benefit of the owner, herein and successors, grantees, assigns, and the City of Broken Arrow, Oklahoma, did impose the following restrictions and covenants running with the land.

- 1. That the applicant's outline development plan and text be made a condition of approval, unless revised herein.

2. Development Standards

- Permitted Uses: - Single family dwellings and related customary related uses.
- Maximum Number of DU's: - 220
- Minimum lot size: - 7,000 Square feet
- Minimum side yards for each lot: - 5' one side and 10' on the other (Minimum total 15')
- At least 90% of all lots (except cul-de-sac lots) shall have a minimum of 63' frontage.
- 10% of all lots (except cul-de-sac lots) shall have a minimum of 60' frontage.
- Cul-de-sac lots may have at least 55' frontage, measured at the 25' building line.
- Minimum front yards of all lots shall be 25'.
- Minimum rear yards on all lots to be 20% of lot depth.
- Minimum common open space to be 5.37 acres, to be owned, developed and maintained by a Homeowners Association.
- One (each) ingress and egress location on Olive/129th and Kenosha/71st. The entryway design to include at least 100' of brick walls along arterial streets, along with center medians, as presented.
- Perimeter screening/fencing on arterial streets can be made of wood, with masonry/brick columns.
- All 100-year flood areas will be common open space (zoned FD).
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SECTION III. RESERVE AREAS

1. Reserve Area "B". The original developer did deed to Glade Crossing Homeowners Association, Inc. reserve "B" and they are to maintain the area as an open space in conjunction with the PUD requirements.

SECTION IV. DEVELOPMENT AND CONSTRUCTION STANDARDS

WHEREAS, the original developer established restrictions for the purpose of achieving an orderly development for the mutual benefit of the owners, Glade Crossing Homeowners Association, Inc., its successors in title and the City Broken Arrow, Oklahoma; and

WHEREAS, the Planned Unit Development provision of the Broken Arrow Zoning Code require the establishment of covenants of record inuring to and enforceable by the City of Broken Arrow, Oklahoma sufficient to assure continued compliance with the approved Planned Unit Development and amendments thereto; and

THEREFORE, the original developers imposed the following restrictions and covenants running with the land to be binding upon the owners, Glade Crossing Homeowners Association, Inc. its successors and assigns and shall be enforceable as hereinafter set forth.

1. Homeowners Association. The Glade Crossing Homeowners Association, Inc. shall be responsible for the maintenance of common areas. Membership in the Association shall be mandatory to each lot owner in "GLADE CROSSING II". The Association was formed and functions according to the terms of the Articles of Incorporation and the By-laws. Notice of the effective date of formal establishment of the Association shall be filed at the office of the County Clerk, Tulsa County, Oklahoma, and indexed to the plat of "GLADE CROSSING II". The Board of Directors of the Glade Crossing Homeowners Association shall establish the dues of the Association. They will be no more than the minimum amount necessary to maintain the common areas of interest to the membership, and to conduct the business of the Association.
2. Architectural Committee and Construction Standards. An Architectural Committee was formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein.

3. All lots shall be single-family residential lots only. Single-family residential property shall mean all real property with a home which shall be occupied by one family. Single story homes shall have a minimum of 1800 square feet of living area. One and one-half or two-story homes shall have no less than 2000 square feet of living area with a minimum of 900 square feet of living area on the first floor. This provision for one and one-half and two-story homes may be modified with written approval of the Architectural Committee.
4. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garage shall be enclosed and attached carports are not permitted.
5. No pre-existing or off-site built residence or out building may be moved onto any lot.
6. All outbuildings shall be built on-site and shall conform to exterior paint color and roofing material as that used on residential structure. No outbuilding, retaining wall or any permanent improvement shall be built without prior approval of the Architectural Committee, and shall obtain a City of Broken Arrow building permit, if necessary.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
8. No obnoxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall any vegetable gardens be in front of the main structure of said residence, no exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage/trash/recycling can/bins/bags, or loose garbage/trash/recycling, nor any trash or leaf burning apparatus or structure be placed on any lot.
9. No fence, enclosures or part of any building of any type or nature whatsoever shall be constructed, erected, placed or maintained closer to the front lot line than the building line applicable and in effect on each lot. All fencing shall be of wooden materials, no higher or lower than the perimeter fence on Olive Avenue, which averages 6 feet, and shall be "privacy" fencing. Privacy fencing is fencing with closely spaced pickets. In no event shall chain-link, wire or other metal fencing be allowed on any lot. However, chain-link of wooden post and rail construction or other wooden fencing is permitted on that part of the lot line that borders on greenbelt. This would include the back property line on the all homes on Sweet Gum Avenue. The replacement of any fence or more than 50% of its pickets, and that of similar structure must conform to the specifics of this covenant.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between (2) feet and six (6) feet above the road way shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting the points twenty-five (25) feet from the intersection of the street lines extended. The same line limitations shall apply on any lot within ten (10) feet from the intersection at a property line with the edge of the driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

The perimeter fence along Olive Avenue is the property of the Glade Crossing Homeowners Association; no major repairs, cleaning, painting or straining of the fence can be undertaken without the Board's consent.
10. Inoperative vehicles, commercial vehicles in excess of ¾ ton, as defined by NADA (Blue Book), and equipment or machinery shall not be located, parked, or stored on any lot, or on the street. Motor homes, Boats, and Boat trailers, Travel Trailers or similar recreational vehicles as well as utility trailers, or similar items prohibited by Broken Arrow Code, shall not be located, parked, or stored on any lot so as to be visible from the street for a period longer than 48 hours. No vehicles or equipment may be located, parked, or stored on the Common Areas, at any time for any reason.
11. No vehicle, boat or trailer of any kind shall be parked, placed, located or stored in a manner that blocks any portion of the sidewalks within the Addition, nor shall any vehicle, boat or trailer of any kind be parked, placed, located or stored on any street in a manner that blocks any mailbox located on a lot.

12. All roofing material shall be equal to the "weathered look" style, color, and weight of Heritage II shingles. Shingles shall be 30-year shingles with no added color. The structure will have a minimum of 100% brick, stone, or rock, measured from the ground floor to the plate line of the first floor, exclusive of open porches, garages, windows, doors, covered patios, fireplaces. The exterior decor of the residences shall blend and compliment, not contrast, the existing decor of the surrounding residences
13. As long as mail service is curbside, new and replacement mailboxes and any adjoining structure, e.g. flower boxes, shall be of brick of the same or similar shade used in the structure of the residence. *NOTE:* The construction of the mailbox must conform with U.S. Postal Service regulations.
14. Trash and recycling, whether loose or in a container, must be kept out of sight. If said waste is stored outside the garage, it must be completely out of view. It may not be stored within view from the front or side of the house or from the street. Trash and recycling and their containers shall only be visible when placed at the curb no earlier than the evening before pickup. Containers shall be out of view no later than the morning after pickup.
15. Exterior technology and EV chargers must meet city, state and federal regulations and codes. These devices must be installed by a licensed professional. Plans for these devices must be submitted to the Architectural Committee for approval prior to installation. Exterior technology includes any device outside your home that facilitates communication or transfer of data or power. This can include, but is not limited to solar panels, television antennas, CB radio antennas, satellite dishes, as well as similar reception devices and generators.
16. All plans for exterior home improvements – outbuildings, gazebos, pools, fences, paint colors, exterior technology, etc. must be submitted to the Architectural Committee for approval at least 2 weeks prior to start of project. The Committee will waive the 2-week notice in emergency cases. The Committee will respond in a timely manner.
17. No owner shall lease or rent any residence or room within/portion of any residence within the Glade Crossing II Addition for a period of less than one (1) year. Nor shall any residence be used for transient/hotel purposes. This includes, but is not limited to, contracts with Airbnb, VRBO or similar short-term rental agencies. No owner shall lease individual rooms within the residence or anything less than the entire residence. Owners, within five (5) days of execution of any lease, rental or other occupancy agreement, shall provide to the Board of Directors of the Association the name, address, phone number and/or email address of any tenant(s)/lessee(s) or occupants named in any such lease, rental or occupancy agreement. The Board of Directors for the Association may, but is not required to, make exceptions to this restriction in certain circumstances and upon application by an owner.
18. 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 Glade Crossing Homeowners Association, Inc., shall be authorized to levy fines for unabated violations of such covenants. The amount and frequency of any fine to be levied shall be reasonable and determined by the Board of Directors for the Glade Crossing Homeowners Association, Inc. A copy of any subsequently adopted fine schedule shall be circulated to all owners. Notice and an opportunity to be heard shall be provided to the lot owner prior to any fine being assessed pursuant to this section. Any fine shall be considered an assessment and, if not paid, may become a lien on the property of the owner and may be enforced in a like manner as any other assessment for the Glade Crossing Homeowners Association, Inc.
19. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions containing or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned.

The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions or protective covenants. In matters pertaining to the appearance of specific homes in "GLADE CROSSING II" and the overall appearance of "GLADE CROSSING II" subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the by-laws of the Glade Crossing Homeowners Association, Inc. shall then become a fully enforceable part of these restrictive covenants.

SECTION V. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, and by the City of Broken Arrow, Oklahoma, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "GLADE CROSSING II" with the approval of the City of Broken Arrow, Oklahoma
2. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "GLADE CROSSING II", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or the City of Broken Arrow, Oklahoma, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "GLADE CROSSING II" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, the undersigned, on behalf of a majority owners of lots who voted in favor to this *Amended Deed of Dedication and Restrictive Covenants for Glade Crossing II* according to the Ballots on file herein, do hereby execute and file this document on the date indicated below.

President, Glade Crossing Homeowners Association, Inc.

Secretary, Glade Crossing Homeowners Association, Inc.

ACKNOWLEDGMENT

Subscribed and sworn to before me, the undersigned notary public, on this _____ day of _____, 2024, by _____, President, and _____, Secretary, for Glade Crossing Homeowners Association, Inc.

To Notary Public

My Commission No.:

My Commission Expires:

[EXHIBIT "A" ATTACHED]