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**AMENDED DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR
RABBIT RUN AND REVOCATION OF DECLARATION OF
ASSOCIATION COVENANTS AND RESTRICTIONS**

THIS AMENDED DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR RABBIT RUN AND REVOCATION OF DECLARATION (the Deed of Dedication) is made and entered into on this day 17th of APRIL, 2023, by at least sixty percent (60%) of the owners of lots within the Rabbit Run 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 and Restrictive Covenants for Rabbit Run (the Original Deed of Dedication) was recorded in the office of the Tulsa County Clerk on January 24, 2017, as Document No. 6711; and

WHEREAS, Section VII(C) of the Original Deed of Dedication allows owners to amend the Original Deed of Dedication by an instrument signed by the record owners of at least 60% of the lots in the Addition; and

WHEREAS, the original Declaration of Association Covenants and Restrictions (the Original Declaration) was recorded in the office of the Tulsa County Clerk on May 3, 2017, as Document No. 2017041381; and

WHEREAS, Article VII, Section 5 of the Original Declaration allows owners to amend the Original Declaration by an instrument signed by the record owners of at least 60% of the lots in the Addition; and

WHEREAS, pursuant to Section VII(C) of the Original Deed of Dedication and Article VII, Section 5 of the Original Declaration, the record owners of at least 60% of the lots in the Addition did duly vote to adopt this Amended Deed of Dedication and Restrictive Covenants for Rabbit Run and Revocation of Declaration as evidenced by the Affidavit of Ballot Tabulation attached hereto as Exhibit "A"; and

WHEREAS, the covenants, conditions and restrictions in the Original Declaration are hereby revoked in their entirety and replaced with the provisions of this Amended Deed of Dedication and Restrictive Covenants for Rabbit Run and Revocation of Declaration.

NOW THEREFORE, the following Amended Deed of Dedication and Restrictive Covenants for Rabbit Run and Revocation of Declaration is adopted by a vote of the owners of at least sixty percent (60%) of lots within the Rabbit Run 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 Rabbit Run Addition and shall inure to the benefit of each

owner, and may be enforced by the record owners or by the Rabbit Run of Broken Arrow Homeowners' Association, Inc. (the Association).

SECTION I. PRIVATE STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREETS AND UTILITY EASEMENTS

Spectacular Homes, LLC, an Oklahoma limited liability corporation, hereinafter referred to as the "Developer" did dedicate for private use the private street rights-of-way as depicted on the plat, filed of record with the Tulsa County Clerk as Document No. 6711 (the Plat), in Reserve 'S'. In addition, Reserve 'S' shall be designated as utility easements. The owner further dedicates for public use the utility easements as depicted on the Plat, as "U.E." or "utility easement," for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the owner/developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to the area included in the Plat.

The owner of Reserve 'S' shall be responsible for maintenance, operation, and repair of the private streets within the Rabbit Run Addition. In the event that the City of Broken Arrow is required to maintain or repair public water, public sanitary sewer or public storm sewer underneath or adjacent to the private street, repair of street, curbs, and sidewalks shall be the responsibility of the owner.

The owner of Reserve 'S' hereby imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, State of Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the Plat, no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained; provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences or walls that do not constitute an obstruction.

B. UTILITY SERVICE

Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the Addition. Street light poles or standards may

be served by overhead line or underground cable, and elsewhere throughout the Addition, all supply lines including electric, telephone, cable television and gas lines shall be located underground in easements dedicated for general utility services and in the rights-of-way of the public streets as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in general utility easements.

Underground service cables and gas service lines to all structures within the Addition may be extended from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure upon the lot, provided that upon installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and nonexclusive 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.

The supplier of electric, telephone, cable television and gas service, through its agents and employees, shall at all times have the right of access to all utility easements shown on the Plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

The owner of any lot shall be responsible for the protection of the underground service facilities located on the owner's 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 these services 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 the owner's agents or contractors.

The covenants set forth in this Subsection B shall be enforceable by each supplier of the electric, telephone, cable television or gas service, and the owner of any lot agrees to be bound by these covenants.

C. GAS SERVICE

The supplier of gas service through its agents and employees shall at all times have the right of access to all such utility easements shown on the Plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the owner shall pay for

damage or relocation of facilities caused or necessitated by acts of the owner, or the owner's agents or contractors.

The covenants set forth in this Subsection C shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

D. PUBLIC WATER PUBLIC SANITARY SEWER AND PUBLIC STORM SEWER SERVICE

1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his or her lot.
2. Within the utility easement areas depicted on the Plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
3. The City of Broken Arrow, Oklahoma, or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot, or by acts of the owner's agents and /or contractors.
4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all utility easements depicted on the Plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. Public storm lines shall be defined as those shown as 'M', 'O', 'P' and 'Q' as designated on the approved "no exceptions taken" paving, grading, erosion control and storm sewer plans dated 12/13/2015.
6. The foregoing covenants set forth in this Subsection D shall be enforceable by the City of Broken Arrow, Tulsa County, State of Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

E. STORM WATER DETENTION AND PRIVATE STORM SEWERS

1. The owner/developer does hereby grant to the City of Broken Arrow, State of Oklahoma, and establish, a perpetual easement on, over and across reserve area 'J' (hereinafter referred to as "detention easement area 1") and on, over and across reserve area 'M' (hereinafter referred to as "detention easement area 2") for the purposes of permitting the flow, conveyance, detention and discharge of storm

water runoff from the various lots within the Addition and from properties outside the Addition.

2. Detention and other drainage facilities constructed within reserve area 'J' and reserve area 'M' shall be in accordance with standards and specifications approved by the City of Broken Arrow, State of Oklahoma.
3. Detention, and other drainage facilities shall be maintained by the Association to the extent necessary to achieve the intended drainage and detention functions, including repair of appurtenances and removal of obstructions and siltation, and the Association shall provide routine and customary grounds maintenance within the detention easement area which shall be in accordance with the following standards:
 - i. The detention easement area shall be kept free of litter.
 - ii. The detention easement area shall be mowed during the growing season at intervals not exceeding 4 weeks.
 - iii. In the event the Association should fail to properly maintain the detention easement area as above provided, the City of Broken Arrow, State of Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by the Association.
 - iv. In the event the Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Broken Arrow, State of Oklahoma may file of record a copy of the Statement of Costs and thereafter the costs shall be a lien against each lot within the Addition, provided however, the lien against each lot shall not exceed the portion of the costs calculated by dividing the total costs by the total number of lots represented by the Association.
 - v. A lien established as above provided may be foreclosed by the City of Broken Arrow, State of Oklahoma.
4. Reserve area 'J' and reserve 'M' are Corps of Engineers regulated water way areas. All work in these reserves is to be done only per the approved permit SWT-2015100 dated June 30, 2015. Any subsequent revisions, modifications, etc., will require approval of the Corps of Engineers and subsequent approval by the City of Broken Arrow.
5. Private storm lines shall be defined as those shown as 'A', 'B', 'C', 'D', 'E', 'P', 'G', 'H', 'I', 'J', 'K', 'L', and 'N' along with the 8'x8' concrete box located between reserve 'J'

and reserve 'M' as designated on the approved "no exceptions taken" paving, grading, erosion control and storm sewer plans dated 12/13/2015. The Developer will be responsible for all maintenance, operation, and repair of all private storm sewer lines within the Addition.

6. Private storm lines 'F' and 'N' as designated on the approved "no exceptions taken" paving, grading, erosion control and storm sewer plans dated 12/13/2015 are provided to allow for undeveloped storm water flow from offsite properties. Upon future development of the offsite property draining to private storm lines 'P' and 'N,' a direct connection to these storm lines will be allowed by the owner to convey existing conditions peak storm water flows in a pre-developed stage from these offsite properties.

F. OVERLAND DRAINAGE EASEMENTS

1. The Developer does hereby grant to the City of Broken Arrow, State of Oklahoma, and establish perpetual easements on, over and across those areas designated on the Plat as "ODE" or "overland drainage easement" for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the Addition and from properties outside the Addition.
2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, State of Oklahoma, and plans and specifications approved by the City of Broken Arrow, State of Oklahoma.
3. No fence, wall building or other obstruction may be placed or maintained in the overland drainage easement areas; nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Broken Arrow, State of Oklahoma; provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the City of Broken Arrow, State of Oklahoma.
4. The overland drainage easement areas and facilities shall be maintained by the owner of the land upon which the drainage easement is located at its cost in accordance with standards prescribed by the City of Broken Arrow, State of Oklahoma. In the event the owner of the land over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow, State of Oklahoma or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the land. In the event the

owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, State of Oklahoma, may file of record a copy of the Statement of costs, and thereafter the costs shall be a lien against the land of the owner. A lien established as above provided may be foreclosed by the City of Broken Arrow, State of Oklahoma.

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS

No certificate of occupancy for a building within the Addition shall be issued by the City of Broken Arrow, State of Oklahoma, until construction of the required infrastructure (streets, water, sanitary sewer and storm sewer systems) serving the entire Addition n has been completed and accepted by the City of Broken Arrow, State of Oklahoma. Notwithstanding the foregoing, the City of Broken Arrow, State of Oklahoma may authorize the phasing of the construction of infrastructure within the Addition, and if phasing is authorized, a certificate of occupancy for a building within an authorized phase may issue upon the completion and acceptance of the infrastructure serving the particular phase. The City of Broken Arrow, State of Oklahoma's acceptance shall be evidenced by a document executed by the City of Broken Arrow, State of Oklahoma ("the City of Broken Arrow Acceptance of Infrastructure"), and filed in the records of the Tulsa County Clerk. Building construction occurring prior to recording of the City of Broken Arrow, State of Oklahoma's acceptance of infrastructure shall be at the risk of the owner of the lot, notwithstanding the issuance of a building permit.

H. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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 foregoing covenants set forth in this Subsection H shall be enforceable by any affected lot owner and by the City of Broken Arrow, State of Oklahoma.

I. ROOF DRAINS

Each dwelling within the Addition shall contain roof drains designed and constructed to discharge storm water runoff in accordance with the approved development plan.

J. LIMITS OF NO ACCESS

The Developer relinquished rights of vehicular ingress or egress from a portion of the property adjacent to West New Orleans and South Olive Avenue within the bounds designated as "limits of no access' (L.N.A.) on the Plat, which 'limits of no access' may be amended or released by the City of Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, State of Oklahoma, or as otherwise

provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, State of Oklahoma.

K. PAVING AND LANDSCAPING WITHIN EASEMENTS

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the Plat, provided however, the City of Broken Arrow, State of Oklahoma, or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Rabbit Run was submitted as a planned unit development (PUD No. 235) and was affirmatively recommended by the Broken Arrow Planning Commission on April 21, 2015, and approved by the Council of the City of Broken Arrow, Oklahoma, on April 21, 2015: and

Whereas, the planned unit development provisions of the City of Broken Arrow zoning code require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, State of Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Developer established restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Developer, its successors and assigns, and the City of Broken Arrow, State of Oklahoma, and does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Developer, its successors, and assigns, and shall be enforceable as hereinafter set forth.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

PUD 235 shall be developed in accordance with the Broken Arrow zoning ordinance and the use and development regulations of the single-family residential-3 district except as noted herein.

B. APPLICABLE ORDINANCE

The development of Rabbit Run shall be subject to the planned unit development provisions of the City of Broken Arrow zoning code, as such provisions existed on April 21, 2015.

C. DEVELOPMENT STANDARDS

Development Area A - single family lots

Permitted uses: Uses permitted as a matter of right in the RS-3 district, along with customary and accessory uses including but not limited to detached accessory buildings, gated entry, entry monuments, landscaped entrances, sidewalks, signage, security gate house, pavilion and related recreational facilities including common spaces, parking areas, trails and walkways, detention facilities, picnic shelters and picnic facilities, gazebos and water features, private street crossing and related bridge, and other uses incidental thereto.

Maximum number of lots: 115

Minimum lot frontage: 50 ft*

*Except for flag and cul-de-sac lots which will have a minimum lot frontage of thirty (30) ft. The minimum lot frontage on flag and cul-de-sac lots may be reduced provided the project and drawings are submitted to and approved by the City of Broken Arrow for each such parcel that show the driveway width, curb returns, sidewalk (if applicable), and water meter location. Water meters will be located in an unpaved area.

Minimum lot size: 5200 sq.ft.

Maximum building height:

Residential structures:	35 ft
Non-residential structures on residential lots:	15 ft
Non-residential structures in reserve areas:	25 ft
Livability space per dwelling unit:	1200 sf

Minimum yard requirements:

External boundaries:

From right-of-way line abutting South Olive Avenue:	30 ft
From right-of-way line abutting West New Orleans Street:	30 ft
From the north and east property lines adjacent to commercial and/or Multi-family areas	20 ft
From the south property line:	20 ft
From the west property line:	20 ft

Internal boundaries:

Front yard setbacks:

From lots that are not required to have a sidewalk:	20ft
From lots required to have a sidewalk:	25ft*

*Such twenty-five (25) foot front yard setbacks may be reduced to fifteen (15) feet for a garage provided the garage doors are located at 90 degrees from the street line and the garage is sideloaded. A fifteen (15) foot setback shall be allowed for the habitable portion of the structure provided that a front facing the garage is located at least twenty-five (25) feet from the street.

Side yard setbacks: 1 ft and 9ft.**

**Side yard setbacks shall be a minimum of one (1) foot on one lot line and nine (9) feet on the other lot line ensuring there will be a minimum of ten (10) feet between buildings. The side yard setback will be designated on the Plat. Side yard setbacks on corner lots shall be a minimum of fifteen (15) feet providing the garage does not front upon the street.

Rear yard setbacks: 20ft***

***Except for lots that back up to the open space park the minimum rear yard can be reduced to ten (10) feet provided drawings are submitted and sealed by a licensed engineer and acceptable to the City of Broken Arrow that demonstrates that the proposed improvements will not cause any substantial structural or maintenance issue for future houses or walls.

Private streets:

Minimum width: 30 ft of right-of-way with 26 ft of paving

Entry gates:

Entry gates shall meet the requirements of the City of Broken Arrow subdivision regulations.

Signs:

Entry identification signs shall be permitted with a maximum display surface area of 48 square feet of display surface area on each side of the entrance from West New Orleans Street and 48 square feet of display surface area on each side of the entrance from Olive Avenue. The total entry identification signage at each such entry will not exceed 96 square feet of display surface area

Access and circulation:

Entry into Rabbit Run will be via West New Orleans Street and South Olive Avenue. Within the Addition, access will be by private streets. The private streets will be constructed to City of Broken Arrow standards within a thirty (30) foot wide reserve area. Ownership of the private streets will be transferred to the Association. After transfer the private streets will be maintained by the Association. Sidewalks will be constructed along

one side of the private streets in the locations shown on the access and circulation plan within the approved planned unit development.

Landscaping and screening plan:

The project will be extensively landscaped and will be screened by a 6-foot-high brick wall on the north boundary along West New Orleans Street. On the East boundary along Olive Avenue. Along the commercial area along the North and East boundary lines (except where the same is undevelopable because of storm water impacts) there will be a 6-foot-high brick wall. A 6-foot-high brick wall will be provided along the West and South boundary lines as shown on the approved landscaping and screening plan. An optional wood fence may be installed on the brick wall on the south boundary. A 10-foot-wide reserve area for landscaping shall be provided along both West New Orleans Street and South Olive Avenue. Within this 10-foot-wide landscape area, at least one (1) tree per thirty (30) linear feet shall be provided. All trees shall be medium to large trees except when they are under overhead lines.

D. SITE PLAN REVIEW

No building permit will be issued until a subdivision Plat, which will serve as the site plan, is approved and filed of record with the Tulsa County Clerk.

E. MINOR AMENDMENTS

The foregoing restrictions shall be deemed amended (without necessity of execution of an amending document) to conform to amendments that may subsequently be approved by the City of Broken Arrow Planning Commission, or its successor, pursuant to its review of a minor amendment processed in accordance with the provisions of the City of Broken Arrow zoning code and the filing of a certified copy of the minutes of the City of Broken Arrow Planning Commission, or its successor, with the Tulsa County Clerk.

In the event of ambiguity of any word or term set forth in this Section II, the meaning thereof shall be deemed to be defined as set forth within the City of Broken Arrow zoning code as the same existed on April 21, 2015.

SECTION III. SIDEWALKS

Within the Addition there shall be continuous sidewalks meeting the subdivision regulations for the City of Broken Arrow or modification thereof approved by the City of Broken Arrow planning Commission or its successor and the Broken Arrow City Council.

A. SIDEWALK ALONG WEST NEW ORLEANS STREET, SOUTH OLIVE AVENUE, AND RESERVE AREAS

The Developer constructed the sidewalk along the entire West New Orleans Street frontage, along the entire South Olive Avenue frontage and all reserve area frontages onto streets within the Addition. A blanket sidewalk easement is granted by the owner of all reserve areas for sidewalk placement and pedestrian movement across reserves in which a sidewalk is placed.

B. MAINTENANCE OF SIDEWALKS IN RESERVE AREAS SIDEWALK EASEMENTS AND PRIVATE LOTS

The Association shall be responsible for maintenance of all sidewalks within reserves, sidewalk easements and sidewalks parallel to the adjacent street on all individual lots in good condition.

C. SIDEWALKS ALONG STREETS WITHIN RABBIT RUN

Sidewalks shall be placed on one side of the street as per Section II(C) of the planned unit development standards.

SECTION IV. BOUNDARY AND SEPARATION WALLS, FENCES AND LANDSCAPE EASEMENT

- A. The Association shall be responsible for the erection, maintenance, repair and replacement of the boundary walls and landscaping along the Eastern boundary of the subdivision adjacent to South Olive Avenue (a/k/a South 129th East Avenue); along the Northern boundary of the subdivision adjacent to West New Orleans Street (a/k/a 101st Street South); along the Southern boundary line of the Addition, and along the Western boundary line of the Addition.
- B. The Association shall be responsible for the erection, maintenance, repair and replacement of all separation walls contained within Block 3 and Block 11 of the Addition.
- C. The Developer established and reserved for subsequent conveyance to the Association an exclusive and perpetual easement upon and across all lots affected hereby for the sole purpose of erecting, maintaining, repairing and replacing all fencing, walls and landscaping along the Eastern boundary of the subdivision adjacent to South Olive Avenue (a/k/a South 129th East Avenue); the Northern boundary of the subdivision adjacent to West New Orleans Street (a/k/a 101st Street South); the Southern boundary line of the Addition; the Western boundary line of the Addition, and all separation walls located within Block 3 and Block 11 of the Addition.

SECTION V. HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

The Developer did form the Rabbit Run of Broken Arrow Homeowners' Association, Inc. consisting of the owners of the lots within Rabbit Run (referred throughout this Deed of Dedication as the 'Association') established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the reserve area of the Addition, including but without limitation, the landscaping, storm water detention facilities, fencing, entry features, pavilion amenities and private streets as may exist within reserve 'A', reserve B,' reserve 'C', reserve 'D,' reserve 'E,' reserve 'F', reserve 'G', reserve 'H', reserve 'I', reserve 'J', reserve 'K', reserve 'L', reserve 'M', reserve 'N', reserve 'O,' reserve 'P', reserve 'Q' reserve 'R', reserve 'S', reserve 'T' and reserve 'U' along with the sidewalk and landscaping within the fence & landscape easements and private storm sewers within the Addition and enhancing the value, desirability and attractiveness of Rabbit Run.

B. MEMBERSHIP

Every person or entity who is a record owner of or the fee interest of a lot in the Addition shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a lot.

1. Owner's Easement of Enjoyment. Each owner shall have a right and easement to use and enjoy the Reserve areas. This right shall pass to a new owner with the transfer of title to each lot, subject to the right of the Association:
 - i. To charge reasonable fees for the use and enjoyment of any facility situated in the reserve areas;
 - ii. To adopt and publish rules and regulations as may become necessary to assist in the enforcement of all covenants, conditions and restrictions contained in this Deed of Dedication and the Bylaws, and to regulate the use of the reserve area and facilities, and the personal conduct of the members and their guests, licensees and tenants thereon;
 - iii. To charge a reasonable fine as a penalty to owners for not complying with the rules and regulations, including lack of compliance by tenants. Any fine assessed against an owners account shall be the same as an assessment and shall be enforced in the same manner as an assessment;
 - iv. To suspend an owner's or tenant's right to use the facilities for any period during which any assessment against the owner's lot remains unpaid;

- v. To suspend an owner's or tenant's right to use the facilities for the owner's failure to adhere to the covenants and restrictions contained herein as well as the Association's Bylaws and published rules and regulations;
 - vi. To dedicate, sell, or transfer all or any part of the reserve areas to any public agency, authority, or utility for such purposes and conditions as may be determined by the Association, provided however, that such action has the assent of sixty percent (60%) of the eligible voters.
2. Delegation of Use and Enjoyment. The owner of a lot may delegate the owner's right of use and enjoyment of the reserve areas to tenants or members of the owner's family who reside on the lot. Users must comply with the covenants and restrictions contained herein as well as the Association's Bylaws and published rules, regulations and limitations of use.
3. Voting. Members shall be all lot owners. The members shall be entitled to one vote for each lot owned. While all Owners are considered members of the Association, only one vote shall be permitted to be cast per lot.
- i. Suspension of Voting Rights. The Association Board of Directors shall have the right to suspend an owner's Voting rights for any period during which an assessment against an owner's lot is over sixty (60) days past due. This includes unpaid Association dues, special assessments, as well as any fines and interest levied against an owner's lot by the Association Board of Directors for violation of or noncompliance with the restrictions delineated in this document.
 - ii. Designation of Proxy. An owner may designate a Proxy prior to a membership meeting to represent his/her interests. An owner shall identify his/her Proxy on the RR Association Proxy Authorization Form which shall be sent to the Association Secretary or designee at least twenty-four (24) hours prior to the scheduled meeting. An Owner may designate a single Proxy to vote on all issues on the meeting agenda or different proxies to vote on separate issues. An owner shall complete, sign, and submit a Proxy authorization form for each designated Proxy. The form shall include specific instructions on how the Proxy or proxies shall vote. Individuals who have agreed to be proxies shall attend the membership meeting in person. Proxies shall not be transferable.
4. Types of Proxies. There are two (2) types of proxies, directed and non-directed.
- i. A Directed Proxy authorizes the Proxy holder to vote on behalf of the owner exactly as specified by the Owner on the Proxy authorization form. No deviations shall be permitted.

- ii. A Non-directed Proxy authorizes the Proxy holder to vote as the Proxy so determines. This option must be clearly stated by the owner on the Proxy authorization form. A non-directed Proxy is valid for up to one (1) year.
- iii. Withdrawal of Proxy Authorization. An owner may withdraw his/her Proxy's authorization at any time prior to a call for a vote at the meeting. The owner may withdraw the Proxy authorization in person or by email sent to the President or Secretary prior to any vote. All proxies, by law, expire one year after they were authorized, or shall be automatically terminated upon sale of the lot by the owner.

C. BOARD OF DIRECTORS

1. Governance of the Homeowners Association. As more fully set out in the Bylaws for the Association, a Board of Directors shall be duly elected by the Association membership at the annual meeting of the members. The Board of Directors shall implement and enforce all covenants, conditions and restrictions contained in the Deed of Dedication and the Bylaws. The interim Board of Directors shall continue in place until the first annual meeting of the Association. Election procedure and Board of Director terms shall be set out in the Association's Bylaws. Board members shall serve without compensation.
2. Officers. The first meeting of the Board shall be held immediately following the annual meeting of the members. The members of the Board by majority vote shall elect a president, vice president, treasurer and secretary of the Board.
3. Authority of The Board of Directors. As more fully set out in the Bylaws for the Association, the Board's authority includes but is not limited to:
 - i. Adopting rules and regulations and issuing resolutions.
 - ii. Adopting and amending budgets for revenues, expenditures, and reserves, and collecting assessments for common expenses from lot owners.
 - iii. Contracting with professional services providers, e.g., attorneys, property management firms, accounting firms, and independent contractors, engaged by and responsible to the Board.
 - iv. Instituting, defending, or intervening in litigation or administrative proceedings on behalf of the Association.
 - v. Managing the use, maintenance, repair, replacement, and modification of reserve areas.
 - vi. Making additional improvements to the reserve areas.
 - vii. Acquiring, holding, encumbering, and conveying in its own name any right, title, or interest to real estate or personal property; however, reserve areas may be

conveyed or subjected to a security interest only pursuant to the governing documents, except in instances where a vote of the owners is required.

- viii. Granting easements, leases, licenses, and concessions through or over the reserve areas.
- ix. Imposing and receiving any payments, fees, or charges for the use, rental, or operation of the reserve areas, and for services provided to lot owners.
- x. Imposing charges for late payment of assessments and, after notice and an opportunity to be heard, levying reasonable fines for violations of the deed of dedication, and Bylaws, and rules of the Association.
- xi. Imposing reasonable charges for issuing statements of unpaid assessments.
- xii. Providing for the indemnification of officers and directors; maintaining officers' and directors' liability insurance policies.
- xiii. Assigning its right to future income, including the right to receive common expense assessments, but only to the extent this Deed of Dedication expressly so provides.
- xiv. Exercising any other powers conferred by the Deed of Dedication or Bylaws;
- xv. Exercising all other powers that may be exercised in this state by legal entities of the same type as the Association.
- xvi. Exercising any other powers necessary and proper for the governance and operation of the Association.

D. ASSESSMENTS

Each record owner of a lot in the Addition shall be subject to assessment by the Association for the purposes of improvement and maintenance of the reserve areas, private streets and private storm sewers of the Addition.

1. Association Dues, Special Assessments, and Fines. The owner of each lot, by virtue of having signed a deed or title, agrees to pay the Association the following fees:
 - i. Annual maintenance assessments (annual dues).
 - ii. Special assessments.
 - iii. Violation assessments ("Fines").

Each assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the owner of the lot. In the event of a transfer of title to a lot, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Interest will be assessed at the rate of twelve percent

(12%) per annum or such lower rate as may constitute the maximum then permitted by applicable law.

2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare, and right of enjoyment of the owners of the lots and to improve and maintain the reserve areas and the facilities situated thereon. The assessments shall also be used for maintenance of lot owners' exterior front yard. Assessments shall also be used for the acquisition and maintenance of appropriate insurance policies for Association properties, officers and directors, and for the exercise of any other right or performance of any other obligation of the Association established by the Deed of Dedication which accompanies the Plat of Rabbit Run filed with the Tulsa County Court Clerk, as well as Association Bylaws, rules, and regulations.
3. Maximum Annual Assessment. The annual assessment following approval of this document shall be one thousand eight hundred (\$1,800.00) per lot. Subsequently, the Board shall be authorized to increase future annual assessments on a percentage basis using the Consumer Price Index or ten percent (10%) of the current annual assessment, whichever is greater. Increases in the maximum annual assessment greater than those described above shall require the assent of sixty percent (60%) of the eligible votes of members who are voting in person or by Proxy at a meeting duly called for this purpose. The Board may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may include an amount to establish a reserve fund for future maintenance of reserve areas, which may include but not limited to labor, material, maintenance, repair and replacement of Rabbit Run amenities located in or on all Plat reserve areas such as the pavilion, streets, guest parking and sidewalks, street lighting, Addition boundary walls and fencing, separation walls in Blocks 3 and 11, landscaping, entry gates and features, reserve area irrigation systems, development signs and additional items based upon a projection of scheduled maintenance items adopted by the Board.
4. Special Assessments for Capital Improvements. In addition to the annual maintenance assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement made on the reserve areas, including fixtures and other related property, and other expenditures that may arise and are not covered by the annual budget. Such an assessment shall require the assent of at least sixty percent (60%) of the eligible votes present, either in person or by proxy, at a meeting duly called for this purpose. Special assessments may be paid in a lump sum or over ninety (90) days.
5. Violation Assessments ("Fines"). The determination of a violation is at the sole discretion of the Board upholding its duties and obligations to enforce the Deed of Dedication as well as the Association's Bylaws and rules and regulations set forth by Developer and thereafter adopted and modified by the Board. The Board has the right to levy a fine against any owner who violates any covenants contained in the Deed of Dedication and Bylaws or duly adopted rule or regulation which were established to maintain a high level

of safety, welfare, and enjoyment for all lot owners. The Board shall serve a written notice of violation to the owner who then has fifteen (15) days to remedy the issue or submit a written appeal to the Board. If the Board rejects the owner's appeal, the owner has the right to meet in person with the Board to further appeal the decision. After the Board's final decision on the appeal, the owner has thirty (30) days to correct the violation. If the owner refuses to make the required corrections, the Board shall assess the owner a fine(s) until the violation is corrected. The amount and frequency of any fine to be levied shall be reasonable and determined by the Board of Directors based on the nature of the violation and surrounding circumstances. The Board may assess interest on the fine. Any fine assessed against an owner's account shall be the same as an assessment and shall be enforced in the same manner as an assessment;

6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each lot.
7. Commencement of Annual Assessments. The annual assessment period for a lot shall commence upon the closing of the sale of the dwelling and shall be adjusted based on the number of months remaining in the calendar year. Subsequent annual assessments shall be based on the calendar year commencing on January 1st.
8. Payment of Annual Assessment. The Board shall fix the amount of assessments, pursuant to Section 3, against each lot and shall notify each owner at least thirty (30) days in advance of each annual assessment period. Acceptable forms of payment shall be personal check or electronic payment. The Board may provide owners with options for paying annual assessments within the Bylaws for the Association. The failure of the Board to fix the annual assessment amount or to give notice to owners in a timely fashion shall not be deemed a waiver or release of any owner from the obligation to pay the assessment at the time the amount is fixed and notice given.
9. Certificate of Assessment. Upon request and for a reasonable fee, the Association shall provide a certificate signed by an officer of the Association stating the payment status of assessments and fines on a specific lot.
10. Remedies for Nonpayment of Assessments. An overdue assessment shall be considered delinquent and shall constitute a lien on the lot against which the assessment is made. The Board, on behalf of the Association, has several legal remedies at its disposal:
 - i. Assess reasonable late fees and interest on the debt.
 - ii. Bring legal action in the form of a lien against the delinquent owner's lot, and send a letter to the owner with demand for payment.
 - iii. Initiate litigation to collect any past due balance.
 - iv. Foreclose the lien against the property; or
 - v. Take any or all of these actions.

Interest, late fees, costs, and reasonable attorneys' fees related to any actions to collect shall be added to the amount of the assessment and shall be the responsibility of the delinquent owner. No owner may waive or otherwise escape liability for the assessments by non-use of the reserve areas or abandonment of his/her lot. Assessment liens shall continue as the law allows until delinquency is cured. If, however, within such period judicial proceedings have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, the lien shall continue until the termination of the judicial proceedings and the sale of such lot pursuant to execution of judgment.

11. Subordination of the Lien. The lien for nonpayment of assessments shall be subordinate to the lien for any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or associated fees/interest. No sale or transfer shall relieve the lot owner from the lien for assessments thereafter becoming due.
12. Exempt Property. Properties dedicated to and accepted by a local public authority or conveyed to a public utility shall be exempt from assessments and deemed Reserve Areas.

SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS

The Developer established restrictions for the purpose of providing for the orderly development of the lots in the Addition and conformity and compatibility of improvements therein. Therefore, the Developer did impose the following restrictions and covenants which shall be applicable to all lots and shall be covenants running with the land, and shall be binding upon the Developer, its successors, and assigns, and shall be enforceable by the owner of a lot and by the Association.

A. ARCHITECTURAL COMMITTEE

1. Committee Purpose: The Architectural Committee's purpose is to promote good design and compatibility within the Addition and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the proposed color scheme, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the Addition from prosecuting any legal action relating to improvements within the Addition which they would otherwise be entitled to prosecute.
2. Plan Review: No building, structure, fence, wall, paving, hardscape, landscaping, swimming pool, exterior lighting, exterior antennae, exterior windows, exterior doors,

exterior finish (including exterior painting and colors visible from the exterior), garbage receptacle enclosure, or free standing mailbox shall at any time be erected, placed, modified or altered on any lot until the plans and specifications have been approved in writing by the Developer, its authorized representatives or Board of Directors for Rabbit Run of Broken Arrow Homeowners' Association, Inc., which are hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, a floor plan, exterior elevations, including designation of exterior materials, color scheme and lighting, a landscape plan, including landscape hardscape and lighting, and drainage and grading plans. Approval of plans is at the sole discretion of the Architectural Committee exercised in accordance with the purposes of the Committee hereinafter set forth.

3. Architectural Restrictions. As more fully set out herein, no structure of any kind shall be erected, placed, or altered, nor shall any modification or alteration to any existing structure be permitted on any lot without prior approval from the Architectural Committee.
 - i. Architectural Committee. The Board of Directors shall serve as the Architectural Committee. The Architectural Committee is charged with promoting good design and harmony within the Addition. Before installation of any new or renovated features, including fencing or walls, the owner must obtain written approval from the Architectural Committee.
 - ii. Plan preparation. Owners shall submit written project plans and specifications for their proposed alterations and/or additions. The required plans and specifications shall be submitted in duplicate to the Architectural Committee. The Plan shall include the following components:
 - 1) General description, purpose, and benefits of the project;
 - 2) Site plan with dimensions;
 - 3) Floor plan with dimensions;
 - 4) Exterior elevations with description of exterior materials, color scheme and lighting;
 - 5) Landscape plan, including hardscaping (if any) and lighting;
 - 6) Drainage and grading plans;
 - 7) Construction cleanup plan.
 - iii. Plan review. In its review of plans or determination of any recommended approval or rejection, the Architectural Committee may take into consideration the nature and character of the proposed building or structure, the materials which will be used, the availability of alternative materials, the proposed color scheme, the site upon which it is proposed to be erected, the compatibility with the surrounding area, and the potential impact on neighbors.

- iv. Plan adjudication. The Architectural Committee has the sole discretion to approve, modify, or reject plans based on its evaluation. In the event the Architectural Committee fails to take action on a plan within thirty (30) days of submission, the plan as submitted shall be deemed approved unless the Architectural Committee has notified the owner of the reasons for delaying action and has established a new date for adjudication of the plan. The development and use of the subject lot shall thereafter be in substantial compliance with the approved plans or any approved amendments thereto. Notwithstanding the foregoing, the approval or failure to approve building plans shall not be deemed a waiver of any restriction.
- v. Indemnification. Neither the Board nor the Architectural Committee shall be liable for any approval, disapproval, or failure to approve any plans or proposals. The approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the Addition from prosecuting any legal action relating to improvements within the Addition which they would otherwise be entitled to prosecute.
- vi. Variance Request. An owner who has been notified by the Board of a violation of architectural restrictions may appeal by submitting a written variance request to the Architectural Committee. The variance request package shall include a copy of the notification of violation issued to the owner by the Architectural Committee as well as the following information:
 - 1) Date subject structure or feature was erected or completed;
 - 2) Physical description of structure or feature, including location, dimensions, materials used, color, and lighting;
 - 3) Purpose and/or benefit of structure or feature;
 - 4) Burden associated with removal or demolition.

The Architectural Committee's approval of a variance request does not lift the subject restriction for other owners. The Architectural Committee at its sole discretion will consider variance requests on a case by case basis.

B. USE OF LOTS AND RESTRICTIONS

The lots shall be subject to the following restrictions and limitations:

1. Use

The use of the lots shall be limited to detached single family residences and customary accessory uses.

2. Floor Area

A single story dwelling shall have a minimum of 1200 square feet of living floor area. The computation of living area shall exclude basements, attics, garages, open space and breezeways.

3. Orientation of Dwellings

The orientation of a dwelling within a lot (direction faced by front of the dwelling) shall be subject to the approval of the Architecture Committee.

4. Garages

Within each lot there shall be provided a minimum of two (2) parking spaces within an attached garage. Garages shall be enclosed, and carports are prohibited. Garage doors shall be constructed of wood or have wood veneer finish.

5. Foundations

Any exposed foundation shall be brick, stone or stucco. No stem wall shall be exposed.

6. Exterior Walls

The exterior surface of the first story of a dwelling, excepting windows and doors, shall be brick, stone, or stucco. No steel, aluminum, vinyl, or plastic siding shall be permitted. The Architectural Committee may, in the particular instance of and upon written request, waive the requirements of this Paragraph 6.

7. Windows

Windows shall be vinyl, wood, or vinyl clad wood. Aluminum windows are prohibited.

8. Roof Pitch

Roof Pitch No dwelling shall have a roof pitch of less than 6/12

9. Roofing Materials

Roofing for a dwelling shall be composition shingles having a minimum thirty-year life rating and shall be wood grained in appearance such as Tamko heritage 30 year simulated "weathered wood" shingles. Provided, however, that if such roofing should not be reasonably available. Alternative roofing approved by the Architectural Committee shall be permitted upon determination of the architectural committee that the alternative is of

equal or superior quality and of a design and color compatible with the roofing material above specified. In no event shall wood shingles be permitted. Roof flashing and valleys shall be bronze or copper or shall be painted to match the roof of the dwelling. Sheet metal, aluminum vents, flue liner terminals, chimney caps or other rooftop protrusions shall be painted to match the roof of the dwelling. Roof mounted equipment, including but not limited to mechanical equipment, air conditioning and solar equipment, is prohibited.

10. Chimneys

The exterior surface of chimneys shall be subject to the approval of the architectural committee, chimneys shall have a decorative shroud or cap, and all chimney shrouds and caps are subject to the approval of the architectural committee.

11. Driveways

Driveways shall be concrete and shall be the same color as the sidewalks and curbs within the Addition, provided however, the architectural committee may, in the particular instance, upon written request, waive this restriction.

12. Fencing and Walls

Fencing along arterial streets, south and west boundary Addition walls, and the separation walls in Block 3 and Block 11 shall be the property of the Association. Fencing or walls within a lot shall not extend beyond the front building line. Proposed materials shall include brick or stone, masonry, black iron, or black powder coated steel or aluminum. Fences and walls shall be installed in accordance with the following guidelines:

- i. Front lot line/yard. No fencing or wall other than what is in original courtyard plans is allowed.
- ii. Side lot line/yard. No fencing or wall shall extend beyond the front building line with applicable attachment easement and shall not exceed six (6) feet in height.
- iii. Back lot line/yard fencing on non-reserve areas shall be a minimum of six (6) feet in height.
- iv. Back lot line/yard fencing or wall on the east side of Block 2 bordering un-platted property shall be constructed of brick or stone masonry, black iron, or black powder coated steel or aluminum. A 2-foot x 2-foot brick column is allowed at the property line near corners.
- v. Back lot line/yard fencing on pond/creek reserve areas (see Plat areas J and M) shall be a maximum of five (5) feet in height and shall be constructed of ONLY black

iron or black powder coated steel or aluminum. A 2-foot x 2-foot brick column is allowed at the property line near corners.

13. Landscaping of Lots

Landscaping within a lot is subject to the approval of the Architectural Committee. Prior to the occupancy of a dwelling, the owner of the lot shall have professionally landscaped the front (and side of dwelling on corner lots).

14. On-Site Construction

No dwelling or building built off-site shall be moved to, or placed on, any lot.

15. Outbuildings

Outbuildings are prohibited.

16. Swimming Pools

Above-ground swimming pools are prohibited. In-ground pools are allowed if approved by the Architectural Committee and with proper permitting and adherence to city ordinances.

17. Antennas

Exterior television, radio or other type antennas including satellite dishes shall be placed in a location not visible from a public or private street. Only one satellite dish not exceeding one (1) meter in diameter is allowed.

18. Lot Maintenance

No inoperative vehicle or machinery shall be stored on any lot and each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed, or mowed to prevent growth of weeds or tall grass.

19. Recreational Vehicles, Trailers Machinery and Equipment Commercial Vehicles

No boats, recreational trailers, personal watercraft, campers, motor homes, other machinery or equipment, or commercial vehicles, shall be stored, placed or parked on any street (except for seasonal preparation limited to less than 48 hours) within the Addition or on a lot, except within an enclosed garage; provided however, nothing herein shall prohibit the parking of vehicles, trailers, machinery or equipment when being utilized in connection with services pertaining to a residence in the Addition; further provided that nothing herein shall prohibit the parking of light trucks without commercial signage (maximum 3/4 ton).

20. Noisome Vehicles, All-Terrain Vehicles and Unlicensed Motor Vehicles

Whether Street Legal or not, no loud or noisome vehicles, no all-terrain vehicles (ATV, RZR, or similar vehicle) or unlicensed motor vehicles shall be operated within the Addition.

21. Basketball Goals

Basketball goals and/or basketball hoops are prohibited.

22. Parking Limitations

- i. Personal vehicles shall be parked in an owner's garage or on the driveway as opposed to the street. Owners shall notify the Board of emergencies or special circumstances that prevent parking in the garage or driveway. Personally owned light trucks (maximum 3/4 ton) without commercial signage are considered personal vehicles.
- ii. Parking on the street or in the guest parking cut-outs by owners, their tenants, or guests for more than twenty-four (24) hours is prohibited. The Association may permit, by rules and regulations, temporary on-street parking during occasional events within the Addition.
- iii. No inoperative vehicle or machinery shall be stored on any lot or parked on any street within the Addition.

23. Clotheslines and Garbage Receptacles

Clothesline poles or other outside drying apparatus are prohibited, and no exposed garbage can, trash can, Recycling container, or any trash burning apparatus or structure shall be placed on any lot. All trash containers shall be stored out of public view except for a twenty-four (24) hour period during collection.

24. Mailboxes

Mailboxes shall be replaced with the original mailbox style. If the original mailbox style is no longer available, the owner shall submit to the Architectural Committee for review and approval photos of the proposed replacement mailbox.

25. Animals

An owner may have a total of three (3) household pets, provided that they are not used for commercial purposes, e.g., breeding for sale or racing. Except when accompanied by the owner of the lot, the owner's family member, or guest, pets shall be kept inside the

dwelling between the hours of 11:00 p.m. and 7:00 a.m. Owners shall keep their dogs leashed and under control when outside their backyards. Owners shall pick up their pets' waste. Violators may be subject to fines.

26. Noxious Activity

No noxious, noisome or offensive trade or activity shall be carried out upon any lot, street or common area, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood or to any of its residents.

27. Signage

Only two types of signs are allowed in the front yard, or side yard in the case of corner lots:

- i. One (1) For Sale or For Rent sign is permitted provided that the sign measures no more than five (5) square feet. The sign shall be removed upon final sale or the completion of a rental agreement. Owners must provide a copy of the final rental agreement to the Board.
- ii. A limit of two (2) political campaign signs measuring no more than eight (8) square feet each may be displayed for three (3) weeks prior to an election. All political signs must be removed within twenty-four (24) hours of the completion of the election.

28. Materials and Storage

No lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within six (6) months thereafter. Each lot shall be maintained in a neat and orderly condition.

29. Maintenance Access to Individual Lots

Each individual lot owner shall grant a maintenance access on the nine-foot building line side of their lot for the purposes of routine maintenance and repairs to the neighbor as access to their home. Except in emergencies, the neighboring lot owner shall provide forty-eight (48) hour written notice to the adjacent owner prior to any maintenance activities.

30. Private Wall Easement

Each individual lot owner shall grant a wall easement across the one (1) ft building setback for the purpose of connecting a fence or masonry wall to the house providing a fully enclosed yard.

31. Lease/Rental Agreements Limitations

No lease/rental agreement of a residence or accessory building shall be for a period of less than one (1) year, nor shall any lease/rental agreement cover less than the entire residence or accessory building. No residence, accessory building, or portion thereof, shall be used for transient/hotel purposes. Such transient/hotel purposes include, but are not limited to, contracts with Airbnb, VRBO or similar short-term rental agencies. This provision shall not apply to lease-to-own agreements or contracts for title where the occupant of the residence is under contract with the title owner to purchase the property pursuant to such agreement. The Board of Directors for the Association shall have the authority to grant exceptions this Section upon application by an owner in certain circumstances where the circumstances necessitate granting such exception.

32. Erected and Roof-mounted Devices

- i. A permanent flagpole not exceeding twenty (20) feet in height for the purpose of displaying the American flag shall be permitted.
- ii. Birdhouses in the interior back yard of the property shall be permitted and shall not be visible from a public or private street.
- iii. One (1) Purple Martin birdhouse, not exceeding twenty-five (25) feet in height, shall be permitted in the interior back yard of the property upon the Board's approval.
- iv. Roof mounted equipment, including but not limited to mechanical equipment, air conditioning, and solar equipment, is prohibited.

33. Removal of trees

No healthy tree shall be removed from the front of any lot subsequent to the implementation of the approved initial lot-grading plan without the prior written approval of the Association Board through the Architectural Committee.

34. Chemical storage near trees

No lot owner shall cause or allow the placement or storage of any chemicals, solvents, hazardous material, construction machinery, or temporary soil deposits within the drip line of any tree. The term "drip line" as used herein shall mean an imaginary perpendicular line that extends downward from the outermost tips of the tree branches to the ground. Except as permitted by the Association Board, no trenching shall be allowed within two thirds of the drip line of any tree having a trunk diameter of six inches or greater. The Association Board reserves the right to establish, from time to time, regulations or rules relating to the preservation and planting of trees. In addition to its other remedies hereunder, the Board

may require any lot owner to immediately replace all damaged or improperly removed trees with a new tree(s) of equal type and size at the owner's cost.

35. Holiday lighting and displays

Christmas holiday lights and attendant displays and decorations may be displayed from November 1st each year through the following January 15th. Displays shall be tasteful, appropriately scaled to the size of the dwelling and lot, and emit no loud sounds or music. Inflatable decorations such as those continuously or periodically inflated by a motorized compressor or other similar device are prohibited, however small permanently inflated decorations are allowed. The Board at its sole discretion may deem a holiday display inappropriate and require an owner to remove all or part of the display immediately.

36. Air Conditioning Units

No window or through the wall air-conditioning units may be installed or used on any property.

C. OWNER LOT MAINTENANCE RESPONSIBILITIES

After the construction of a residence and the complete installation of the landscaping package to include sprinkler systems, in accordance with the provisions of the Deed of Dedication and the landscape plan for such lot, which has been approved by the Architectural Committee, the lot owner shall assume responsibility for keeping the lot neat and attractive in appearance to the satisfaction of the Board. The lot owner shall maintain the items described below and assume all related costs:

1. Trees, Shrubs and Planting Beds. Maintenance shall include but not be limited to trimming, watering, weeding, fertilizing, and replacing unhealthy trees, shrubs, and plants.
2. Sodded Backyards and Side Yards. Maintenance shall include but not be limited to watering, mowing, trimming, seeding, weeding, fertilizing, and replacing sod as necessary.
3. Exterior Sodded Front-Yards. Lot owners shall be responsible for watering, seeding, overseeding, aerating, plugging, applying major treatments to, and replacing dead sod in exterior front yards.
4. Artificial Turf, Outdoor Hardscapes, and Structures, including driveways, fencing and walls tied directly to the lot or dwelling, fountains, and landscape lighting shall be maintained, replaced, and repaired by owners. Owners may substitute artificial turf for sod if it looks similar to and blends in with the surrounding turf; however, the substitution of sod with artificial turf requires the approval of the Board.

5. Exterior Sprinkler Systems, Security Systems. Lot owners shall be responsible for the maintenance, replacement, repair, and removal of these items.
6. Additional Sodding. The Board reserves the right to require, in addition to the requirements described above, that the owner of any lot shall sod all slopes and the entire lot if the condition of the seeded areas is deemed unattractive or unsatisfactory to the Board.
7. Failure to Maintain Lot. Should any lot owner fail to maintain his/her lot, then the Association shall take such action as it deems appropriate, including, without limitation, mowing and trimming to make the lot neat and attractive. The Board shall give an owner notice prior to entering any lot for maintenance purposes. The lot owner shall immediately upon demand reimburse the Association or other performing entity for all expenses incurred in so doing, together with interest at the rate of twelve percent (12%) per annum or such lower rate as may constitute the maximum then permitted by applicable law. The Association shall have a lien on that lot and the improvements thereon to secure the repayment of these debts. Said lien shall be of equal priority to the lien for assessments.
8. Indemnification. Each lot owner, by acceptance of a deed for the lot, shall release, indemnify, and hold harmless the Developer and the Association from and against all losses or damages which may accrue to an owner's lot, and the vegetation thereon, arising from any activities of Developer and/or any other party to maintain the owner's lot when he/she fails to properly maintain the lot.

D. ASSOCIATION MAINTENANCE RESPONSIBILITIES

The Association shall maintain owners' exterior front lots in addition to the reserve areas and permanent structures.

1. Exterior Front Lots. The Association shall be responsible for mowing, trimming, and scheduled fertilizing treatments of owners' front yards. The Association shall keep the exterior front lots neat and attractive.
2. Reserve Areas. The Association is responsible for the costs related to trimming, watering, weeding, fertilizing, and replacing trees, shrubs, and planting beds in the reserve areas as well as maintaining the pond, creek, and fountains.
3. Permanent Structures. The Association is responsible for maintaining, repairing/ replacing and operating fountains, sprinkler systems in the reserve areas, the outdoor pavilion, entrance gates, perimeter fencing and walls, and separation walls.
4. Streets and Sidewalks. The Association is responsible for the maintenance, repair, replacement, and safety of streets, sidewalks, and curbs within the Addition. The Association will create and maintain a reserve fund to ensure that funds are available to complete major repairs and maintenance, including snow removal, in a timely fashion.

SECTION VIII. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Developer, its successors, and assigns. Within the provisions of Section I Private Streets and Utility Easements, easements and utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the Association and the City of Broken Arrow, Oklahoma. The covenants contained in Section II Planned Unit Development Restrictions are established pursuant to the planned unit development provisions of the City of Broken Arrow zoning code and shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, State of Oklahoma, any owner of a lot and the Association. If the Developer, or its successors or assigns, violates any of the covenants within Section II, it shall be lawful for the City of Broken Arrow, State of Oklahoma, any owner of a lot or the Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent them from so doing or to compel compliance with the covenant. The covenants contained in Section III Sidewalks, Section IV Boundary and Separation Walls, Fences and Landscaping Easement, Section V Homeowners' Association and Section VI Private Restrictions and Covenants shall inure to the benefit of any owner of a lot and the Association. If the Developer, or its successors or assigns, violates any of the covenants within Sections III, IV, V, or VI, it shall be lawful for any owner of a lot or the Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law is hereby waived. In any judicial action brought by any owner of a lot or the Association, which action seeks to enforce the covenants contained in Sections III, IV, V, or VI and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. DURATION

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. AMENDMENT

Any covenant contained within this Amended Deed of Dedication and Restrictive Covenants for Rabbit Run and Revocation of Declaration may be amended or repealed, or additional

provisions added by owners representing sixty percent (60%) of lots. Any such amendment shall be duly recorded with the Tulsa County Clerk. Amendments may be proposed as follows:

- A. By the Board of Directors with a majority vote of the Board.
- B. By a petition submitted to the Board signed by twenty-five (25) members of the association eligible to vote.

D. SEVERABILITY

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

E. CONFLICTING PROVISIONS

In the event of a conflict between this Deed of Dedication or amendment thereto, and the Bylaws, this Deed of Dedication shall control.

IN WITNESS WHEREOF, the undersigned, on behalf of at least sixty percent (60%) owners who voted in favor to this *Amended Deed of Dedication and Restrictive Covenants for Rabbit Run and Revocation of Declaration* according to the Affidavit of Ballot Tabulation on file herein, do hereby execute and file this document on the date indicated below.



President, Rabbit Run of Broken Arrow Homeowners' Association,
Inc.



Secretary, Rabbit Run of Broken Arrow Homeowners' Association,
Inc.


**AFFIDAVIT OF BALLOT TABULATION FOR
AMENDED DEED OF DEDICATION AND DECLARATION**

We, the undersigned President and Secretary of the Rabbit Run of Broken Arrow Homeowners' Association, Inc., do hereby state upon our oaths that above and foregoing amendment(s) were mailed or hand delivered to each named lot owner of the RABBIT RUN ADDITION, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the Tulsa County Assessor's records, and that each ballot returned was reviewed in our presence for validity, and that each ballot allowed and counted was duly signed and executed by the owner(s) of each respective lot as indicated by the Tulsa County Assessor's records, and that the votes counted in favor of the amendment(s) attached hereto represented more than 60% of the total number of lots indicated on the Abstractor's Certificate of Ownership.

Done and signed this 17th day of April, 2023.




President, Rabbit Run of Broken Arrow
Homeowners' Association, Inc.



Secretary, Rabbit Run of Broken Arrow Homeowners'
Association, Inc.

ACKNOWLEDGMENT

Subscribed and sworn to before me, the undersigned notary public, on this 12 day of May, 2023, by Stephen Watt, President, and Paul Constable, Secretary, for the Rabbit Run of Broken Arrow Homeowners' Association, Inc.



Notary Public

My Commission No.:
21004513

My Commission Expires:
April 1, 2025

