



City of Broken Arrow

Meeting Agenda

Planning Commission

Robert Goranson Chairman
Jason Coan Vice Chairman
Jaylee Klempa Commissioner
Jonathan Townsend Commissioner
Mindy Payne Commissioner

Thursday, August 14, 2025

5:30 PM

**City of Broken Arrow
Council Chambers
220 South 1st Street
Broken Arrow, OK
74012**

1. Call To Order

2. Roll Call

3. Old Business

4. Consideration of Consent Agenda

- A. [25-1143](#) Approval of Planning Commission meeting minutes of July 24, 2025

Attachments: [07-24-2025 Meeting Minutes](#)

- B. [25-1150](#) Approval of PT-002323-2025, Preliminary Plat, The Estates at Ridgewood North, 43.95 acres, 108 Lots, AG (Agricultural) to RS-P (Single-Family Residential - Preservation) via BAZ-1992, one-quarter mile north of Houston Street (81st Street), one-quarter mile east of Midway Road (257th East Avenue)

Attachments: [2-Checklist](#)
[3-Preliminary Plat and Covenants](#)
[4-Conceptual Utilities](#)

- C. [25-1153](#) Approval of LOT-002322-2025 Mayer Lot Split, approximately 5 acres, 1 lot to 2 lots, RS (Single Family Residential), located one-third mile south of Albany Street (61st Street), west of Oak Grove Road (273rd E. Avenue)

Attachments: [2-Case Map](#)
[3-Aerial Map](#)
[4-Exhibit](#)

- D. [25-1155](#) Approval of PT-002295-2025|PR-000692-2025, Preliminary Plat for Ven Park, 10.84 acres, 71 lots, Community Mixed Use via BAZ-001623-2024, located one-quarter mile north of Kenosha Street (East 71st Street South) and one-quarter mile east of North Elm Place (North 161st East Avenue)

Attachments: [2-Ven Concept Utility Plan_v3](#)
[3-Ven Preliminary Plat_v2 \(1\)](#)

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

- A. [25-1156](#) Public hearing, consideration, and possible action regarding PUD-002316-2025 (Planned Unit Development), minor amendment to PUD-000126-2022 and PUD-001815-2024, The Enclave at Southern Trails, 20.49 acres, BAZ-00012-2022, CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed-Use) and PUD-000126-2022, located on the northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th East Avenue)

Attachments: [2-Aerial with Radius](#)
[3-Aerial](#)
[4-Minor Amendment Text](#)

7. Appeals

8. General Commission Business

9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)

10. Adjournment

NOTICE:

- 1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.**
- 2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.**
- 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.**

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 25-1143, **Version:** 1

Broken Arrow Planning Commission
08-14-2025

To: Chairman and Commission Members
From: Community Development Department
Title:

Background: Approval of Planning Commission meeting minutes of July 24, 2025
Minutes recorded for the Broken Arrow Planning Commission meeting.

Attachments: 07 24 2025 Planning Commission Minutes

Recommendation: Approve minutes of Planning Commission meeting held July 24, 2025.

Reviewed By: Rocky Henkel

Approved By: Rocky Henkel



City of Broken Arrow

Minutes

Planning Commission

Robert Goranson Chairman
Jason Coan Vice Chairman
Jaylee Klempa Commissioner
Jonathan Townsend Commissioner
Mindy Payne Commissioner

City of Broken Arrow
220 South 1st Street
Broken Arrow, OK
74012

Thursday, July 24, 2025	5:30 p.m.	Council Chambers
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1. Call to Order

Chairman Robert Goranson called the meeting to order at 5:30 p.m.

2. Roll Call

Present: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

3. Old Business - NONE

4. Consideration of Consent Agenda

- A. 25-1049 **Approval of Planning Commission meeting minutes of July 10, 2025**
- B. 25-1053 **Approval of PR-0000833-2025|PT-002297-2025, Preliminary Plat, Whiskey Ridge III, approximately 22.95 acres, 92 proposed lots, A-1 (Agricultural) to RS-3 (Single Family Residential)/PUD (Planned Unit Development) 256 via BAZ-1969, located one-half mile south of Rockford Street (31st Street), one-eighth mile east of 23rd Street (193rd E. Avenue/County Line Road)**

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa.

Move to Approve Consent Agenda

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

- A. 25-1052 **Public hearing, consideration, and possible action regarding PUD-002281-2025 (Planned Unit Development) and BAZ-002280-2025 (Rezoning), Aequitas Tucson Development, 11.72 acres, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), and RM (Residential Multifamily), located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue), abrogation of PUD-340**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-1052, which concerns PUD 2281-2025 and BAZ 2280-2025. These items involve rezoning a 12-acre site from A1 Agriculture to a mix of CH Commercial Heavy, IL Industrial Light, and RM Residential Multifamily. The property lies about one-eighth mile south of Tucson Street and one-half mile west of Elm Place.

A comprehensive plan change was previously approved on June 2 of this year, allowing a shift from Levels 2 and 3 to Levels 3 and 6 within the Greenwood Floodplain, contingent on a PUD consistent with what was presented at that time. The current application meets that condition by dividing the property into three distinct use areas separated by the floodplain: multifamily residential on the west, light industrial in the center, and heavy commercial on the east.

According to FEMA maps, the center portion lies in the 100-year floodplain. Future engineering and platting surveys will verify these boundaries and ensure that any areas within the floodplain are either removed from development or designated as reserves. The City of Broken Arrow provides water and sanitary sewer services.

Given the site's location, the proposed land uses, and compatibility with surrounding development, staff has recommended approval of both the PUD and rezoning requests.

After staff confirmed their support for the proposal, Nicole Watts, the applicant's

representative, stated that they agreed with the staff recommendation and did not have any additional comments.

Commission members asked follow-up questions about the project’s design and access. One concern was about the use of metal wall panels, with a request that future site plan reviews include profiles or cut sheets to ensure decorative finishes rather than utilitarian “farmhouse-style” materials. Staff confirmed that building elevations would be reviewed at later stages to ensure quality.

Further discussion focused on the layout and gating of the property’s three components: townhomes, executive garages, and mini-storage. Ms. Watts clarified that the executive garages and mini-storage facilities would have their gated access, separate from the residential areas. The garages and storage units could be leased to individuals who are not residents of the townhomes, although the residential component itself would likely be gated.

Questions also confirmed that each garage unit would be individually owned or leased, without interior connections between units, and strictly limited to storage use (no living space). Commission members noted the upscale design, including mezzanines, and humorously referenced using the space for vintage vehicles. The discussion concluded with no further objections, reinforcing the project’s alignment with staff recommendations.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa
Move to Approve Item 25-1052 PUD-002281-2025 (Planned Unit Development) and BAZ-002280-2025 (Rezoning), Aequitas Tucson Development, 11.72 acres, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), and RM (Residential Multifamily), located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue), abrogation of PUD-340

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Commissioner Mindy Payne shared an observation from one of the city trails, highlighting two workers diligently maintaining the area despite the hot weather. She noted that they could have chosen not to engage in the work, but instead were actively doing their jobs and keeping the trail in good condition. Commissioner Payne expressed appreciation for their effort, remarking that it was worth capturing in a quick photo as an example of the city’s crews doing things right.

Chairman Robert Goranson raised a question about whether the city’s zoning ordinance includes guidance for planting native or pollinator-friendly trees, noting his preference for such species in personal landscaping. Staff clarified that while the ordinance does not mandate their use, it does include an approved tree list created with input from a horticulturist. This list identifies which species are native or beneficial to pollinators, indicated by icons like a bee symbol. Chairman Goranson recalled past efforts to improve the city’s landscape ordinance. He mentioned prohibitions on certain invasive trees, like the Bradford and Callery pears, which are now excluded from approved plantings.

Amanda Yamaguchi, Planning and Development Manager, announced that the meeting would be her final session with the planning commission, sharing that she has accepted a new position in Bartlesville and her last day with the City of Broken Arrow will be tomorrow. She expressed gratitude for the opportunity to work with the commission and appreciation for their collaboration during her tenure.

10. Adjournment

The meeting was adjourned at 6:46 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend
Move to Adjourn

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson
Nay: 1- Jaylee Klempa



City of Broken Arrow

Request for Action

File #: 25-1150, **Version:** 1

Broken Arrow Planning Commission
08-14-2025

To: Chairman and Commission Members
From: Development Services Department
Title:

Approval of PT-002323-2025, Preliminary Plat, The Estates at Ridgewood North, 43.95 acres, 108 Lots, AG (Agricultural) to RS-P (Single-Family Residential - Preservation) via BAZ-1992, one-quarter mile north of Houston Street (81st Street), one-quarter mile east of Midway Road (257th East Avenue)

Background:

Applicant: Olsson, Austin Mayes
Owner: Paradigm Realty, LLC
Developer: Paradigm Realty, LLC
Engineer: Olsson
Location: One-quarter mile north of Houston Street (81st Street), one-quarter mile east of Midway Road (257th East Avenue)
Size of Tract 43.95 acres
Number of Lots: 108 proposed
Present Zoning: AG to RS-P
Comp Plan: Level 2

PT-002323-2025, the preliminary plat for The Estates at Ridgewood North, contains 43.95 acres and is proposed to be divided into 108 lots. This property is located one-quarter mile north of Houston Street (81st Street) and one-quarter mile east of Midway Road (257th East Avenue).

A rezoning request, BAZ-1992, to change the zoning on this property from AG to RS-P was approved by the City Council on January 2, 2018, subject to the property being platted, and to a temporary access road being constructed with access to Houston Street. At the time of the rezoning, the parcel to the south was undeveloped and unincorporated into the City of Broken Arrow, necessitating the addition of temporary access. The parcel to the south has since been annexed into Broken Arrow and platted as The Estates at Ridgewood South, eliminating the need for the temporary access road.

Water to this development is available from Wagoner County Rural Water District 4. Public sanitary sewer service is available from the City of Broken Arrow. According to the FEMA maps, none of this property is located in a 100-year floodplain.

Attachments: Checklist
 Preliminary Plat and Covenants
 Conceptual Utilities

Recommendation:

Staff recommends PT-002323-2025, preliminary plat for The Estates at Ridgewood North, be approved, subject to the attached checklist.

Reviewed By: **Rocky Henkel**

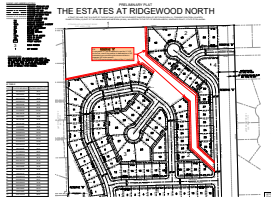
Approved By: **Rocky Henkel**

MEH



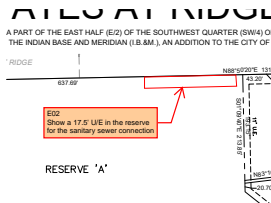
Estates at Ridgewood North - Prelim Plat Summary

1 (16)



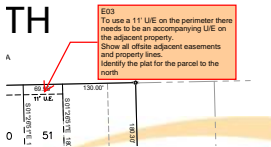
Subject: Group
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:03 PM
Creation Date: 8/5/2025 12:02:29 PM

E01
A companion 11' U/E is required to use the 11' U/E on the lots, even if the reserve is dedicated as a U/E, contractors are not utilizing the reserve without a separate U/E in the reserve.
A 17.5' U/E can be shown in place of the 11' dual U/E



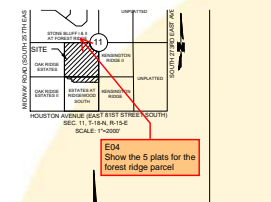
Subject: Group
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:08 PM
Creation Date: 8/5/2025 12:06:00 PM

E02
Show a 17.5' U/E in the reserve for the sanitary sewer connection



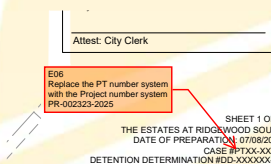
Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:11 PM
Creation Date: 8/5/2025 12:06:39 PM

E03
To use a 11' U/E on the perimeter there needs to be an accompanying U/E on the adjacent property.
Show all offsite adjacent easements and property lines.
Identify the plat for the parcel to the north



Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:17 PM
Creation Date: 8/5/2025 12:09:20 PM

E04
Show the 5 plats for the forest ridge parcel



Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:20 PM
Creation Date: 8/5/2025 12:10:08 PM

E06
Replace the PT number system with the Project number system
PR-002323-2025



Attest: City Clerk

Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:24 PM
Creation Date: 8/5/2025 12:11:09 PM

E07
Submit the DD application and add the number to the plat

E07
Submit the DD application and add the number to the plat

Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:27 PM
Creation Date: 8/5/2025 12:12:24 PM

E08
Add a physical description to the control data. These need to be able to be located using without the GPS coordinates. Locate the points on the plan view

E08
Add a physical description to the control data. These need to be able to be located using without the GPS coordinates. Locate the points on the plan view

Subject: Group
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:31 PM
Creation Date: 8/5/2025 12:20:23 PM

E09
Continue the 17.5' U/E through the reserve for the sanitary and other utilities

E09
Continue the 17.5' U/E through the reserve for the sanitary and other utilities

Subject: Group
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:39 PM
Creation Date: 8/5/2025 12:32:04 PM

E10
The easement and building line on lot 31 will need to be adjusted to accommodate the storm sewer alignment. The easement along the east property line will need to be increased to provide the 10' separation between the water and the storm sewer. The non standard easement will need to be located with distances and bearings.

E10
The easement and building line on lot 31 will need to be adjusted to accommodate the storm sewer alignment. The easement along the east property line will need to be increased to provide the 10' separation between the water and the storm sewer. The non standard easement will need to be located with distances and bearings.

Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:44 PM
Creation Date: 8/5/2025 12:38:48 PM

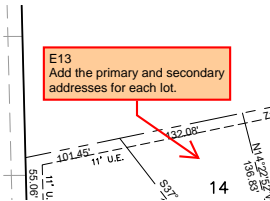
E11
Add street names per city criteria

E11
Add street names per city criteria

Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:48 PM
Creation Date: 8/5/2025 12:42:36 PM

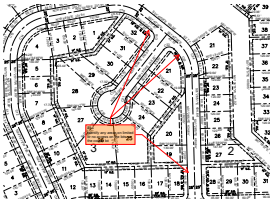
E12
Add the minimum finish floor elevations that correspond to the sanitary sewer plans

E12
Add the minimum finish floor elevations that correspond to the sanitary sewer plans



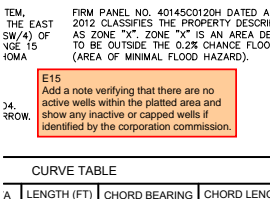
Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:51 PM
Creation Date: 8/5/2025 12:43:18 PM

E13
Add the primary and secondary addresses for each lot.



Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:55 PM
Creation Date: 8/5/2025 12:44:05 PM

E14
Identify any areas on limited or no access on the lots on the corner lot



Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: jdickeson
Date: 8/5/2025 12:49:58 PM
Creation Date: 8/5/2025 12:45:47 PM

E15
Add a note verifying that there are no active wells within the platted area and show any inactive or capped wells if identified by the corporation commission.

CURVE TABLE		
A	LENGTH (FT)	CHORD BEARING CHORD LENG

P01: State that all wedge-shaped lots meet the minimum frontage at the build line.

Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 8/5/2025 12:42:11 PM
Creation Date: 8/4/2025 12:12:21 PM

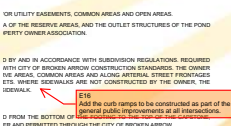
P01: State that all wedge-shaped lots meet the minimum frontage at the build line.

P02: Include total area in sq ft for each lot and reserve area.

Subject: Jason Comments
Page Label: [1] 1 FINAL PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 8/5/2025 12:41:48 PM
Creation Date: 8/4/2025 12:13:15 PM

P02: Include total area in sq ft for each lot and reserve area.

2 (2)



Subject: Jason Comments
Page Label: [2] 2 COV
Page Index: 2
Author: jdickeson
Date: 8/5/2025 12:50:04 PM
Creation Date: 8/5/2025 12:23:06 PM

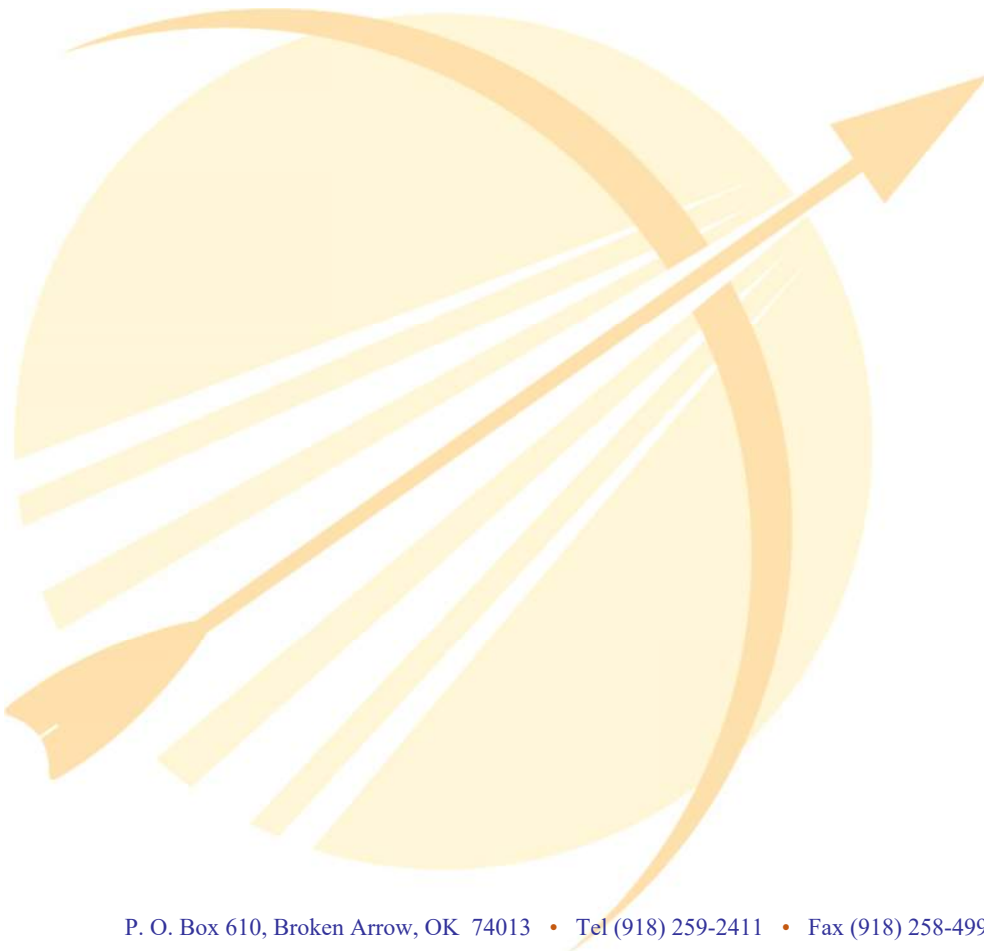
E16
Add the curb ramps to be constructed as part of the general public improvements at all intersections.



P03: Ensure all
numbering/lettering
is consistent.

Subject: Jason Comments
Page Label: [2] 2 COV
Page Index: 2
Author: Mackenzie Hackett
Date: 8/4/2025 12:14:27 PM
Creation Date: 8/4/2025 12:14:07 PM

P03: Ensure all numbering/lettering is
consistent.



PRELIMINARY PLAT

THE ESTATES AT RIDGEWOOD NORTH

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

ARMORY, LLC, AS NOMINEE FOR PARADIGM DEVELOPMENT CORP., HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11) OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE US GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF RESERVE A OF THE ESTATES AT RIDGEWOOD SOUTH, A PLATTED SUBDIVISION IN THE WAGONER COUNTY CLERK'S OFFICE; THENCE N 01°25'11" W, ALONG THE WEST LINE OF THE EAST HALF (E/2) OF THE SOUTH WEST QUARTER (SW/4) OF SECTION 11 A DISTANCE OF 1279.95 FEET; THENCE N 88°50'20" E A DISTANCE OF 1316.94 FEET; THENCE S 01°26'51" E A DISTANCE OF 1495.10 FEET; THENCE S 88°33'09" W A DISTANCE OF 136.97 FEET; THENCE N 78°51'23" W A DISTANCE OF 50.00 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 100°01'37", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 43.65 FEET, A CHORD BEARING OF S 61°09'25" W, AND A CHORD LENGTH OF 38.31 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 22°21'32", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 68.29 FEET, A CHORD BEARING OF S 80°00'32" E, AND A CHORD LENGTH OF 67.86 FEET; THENCE S 88°48'41" W A DISTANCE OF 640.94 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 14°59'52", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 32.72 FEET, A CHORD BEARING OF N 83°41'23" W, AND A CHORD LENGTH OF 32.63 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 86°45'49", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.86 FEET, A CHORD BEARING OF N 32°48'33" W, AND A CHORD LENGTH OF 34.34 FEET; THENCE N 79°25'38" W A DISTANCE OF 50.00 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 09°12'52", A RADIUS OF 478.50 FEET, AN ARC LENGTH OF 76.95 FEET, A CHORD BEARING OF N 05°55'53" E, AND A CHORD LENGTH OF 76.87 FEET; THENCE N 84°56'55" W A DISTANCE OF 186.21 FEET; THENCE N 00°48'23" E A DISTANCE OF 67.32 FEET; THENCE S 89°48'50" E A DISTANCE OF 118.77 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 1,914.416.2975 S.F. (43.9489 ACRES) MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'THE ESTATES AT RIDGEWOOD NORTH', A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE ESTATES AT RIDGEWOOD NORTH"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW 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 DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

A. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG THE NORTH SIDE OF EAST 81ST STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID 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 STRUCTURE.
- THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- WAGONER COUNTY RURAL WATER DISTRICT No. 4, OKLAHOMA, OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- WAGONER COUNTY RURAL WATER DISTRICT No. 4, OKLAHOMA, AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- A BACKFLOW PREVENTER IS REQUIRED AT EACH BUILDING.
- WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO WAGONER COUNTY RURAL WATER DISTRICT NO. 4. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES. LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING, ELECTRICAL, OR MECHANICAL EQUIPMENT SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE STORMWATER DETENTION EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- RESERVE AREA 'A' AND AREA 'B' SHALL BE UTILIZED FOR STORM SEWERS AND STORMWATER DETENTION, UTILITY EASEMENTS, COMMON AREAS AND OPEN AREAS.
- RESERVE AREA 'C' AND AREA 'D' SHALL BE UTILIZED FOR UTILITY EASEMENTS, COMMON AREAS AND OPEN AREAS.
- THE CONCRETE TRICKLE CHANNEL, THE GRASS AREA OF THE RESERVE AREAS, AND THE OUTLET STRUCTURES OF THE POND SHALL ALL BE PRIVATE AND MAINTAINED BY THE PROPERTY OWNER ASSOCIATION.

G. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW CONSTRUCTION STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE OWNER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

H. RETAINING WALLS

RETAINING WALLS OVER 4-FEET IN HEIGHT, AS MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE CAPSTONE, SHALL BE DESIGNED BY A LICENSED STRUCTURAL ENGINEER AND PERMITTED THROUGH THE CITY OF BROKEN ARROW.

SECTION II. DEVELOPMENT RESTRICTIONS

- THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2030 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 25 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A SMALL BARN, NOT TO EXCEED THE HEIGHT OF THE DWELLING, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE BARN MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,400 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY. MASONRY WALL SHALL BE BRICK, STONE, OR A CEMENT BASED SIDING MATERIAL SUCH AS HARDI-PLANK.
- ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II.C. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN THE ESTATES AT RIDGEWOOD SOUTH PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.

DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES AT RIDGEWOOD SOUTH.

- LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- PLAT. PLAT SHALL MEAN THE PLAT OF THE ESTATES AT RIDGEWOOD SOUTH, WAGONER COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE WAGONER COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

- NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED 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, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

PRELIMINARY PLAT

THE ESTATES AT RIDGEWOOD NORTH

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.
7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
- REMOVAL AND ALTERATION OF STRUCTURES; LIENS.**
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH ACTIONS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCER OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME WHEN CIRCUMSTANCES SUCH AS TOPOGRAPHY, NATURAL OBSTRUCTIONS OR HARDSHIP MAY REQUIRE. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE.
13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.
- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HERINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.

RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.

5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 80 ACRES OF THE ESTATES AT RIDGEWOOD WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION. FUTURE SECTIONS OF THE ESTATES AT RIDGEWOOD DEVELOPMENT YET TO BE NAMED.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT, WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS, BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS, BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS, ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW.
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2023 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III. E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY**
- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

PRELIMINARY PLAT

THE ESTATES AT RIDGEWOOD NORTH

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS 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 THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL, BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
- (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
- (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

- DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR WAGONER COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
- AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF WAGONER, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
- EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEvised OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
- ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
- LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
- SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
- 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.
- CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
- NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED THE ESTATES AT RIDGEWOOD NORTH HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS THE ESTATES AT RIDGEWOOD NORTH.

CHASITY LEVI, WAGONER COUNTY TREASURER

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: THE ESTATES AT RIDGEWOOD NORTH AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, ARMORY, LLC, AS NOMINEE FOR PARADIGM DEVELOPMENT CORP., BEING THE OWNERS OF THE ESTATES AT RIDGEWOOD NORTH, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2025.

SIGNATURE _____ TITLE _____
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF ARMORY, LLC, AS NOMINEE FOR PARADIGM DEVELOPMENT CORP. THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

EXPIRATION DATE _____ NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE ESTATES AT RIDGEWOOD NORTH, A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.

SIGNATURE _____
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025 PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

EXPIRATION DATE _____ NOTARY PUBLIC _____



City of Broken Arrow

Request for Action

File #: 25-1153, **Version:** 1

**Broken Arrow Planning Commission
08-14-2025**

To: Chairman and Commission Members
From: Community Development Department
Title:

Approval of LOT-002322-2025 Mayer Lot Split, approximately 5 acres, 1 lot to 2 lots, RS (Single Family Residential), located one-third mile south of Albany Street (61st Street), west of Oak Grove Road (273rd E. Avenue)

Background:

Applicant: Andrea Pinney, Keller Williams

Owner: Justin Mayer

Developer: N/A

Location: One-third mile south of Albany Street (61st Street), west of Oak Grove Road (273rd E. Avenue)

Size of Tract 5 acres

Number of Lots: 1 lot to 2 lots

Present Zoning: RS (Single-Family Residential)

Comp Plan: Level 1 (Rural Residential)

LOT-002322-2025 is a Lot Split application that has been submitted for an unplatted tract of land one-third mile south of Albany Street (61st Street), west of Oak Grove Road (273rd E. Avenue). This property is zoned RS (Single Family Residential).

LOT-002322-2025 is a proposed lot split that would divide the current 5-acre tract into a western flag lot with 60 feet of frontage onto Oak Grove Road, and an eastern lot with 247.78 feet of frontage onto Oak Grove Road. Both lots being created would meet the minimum dimensional requirements of the Zoning Ordinance for RS.

According to FEMA maps, none of the property is located in a 100-year floodplain area. Water is available from Rural Water District #4. The western parcel has an existing septic system, and the closest sanitary sewer main line is more than 300' away so the eastern parcel will also be allowed to install a septic system.

LOT-002322-2025 was discussed by the Technical Advisory Committee on August 5, 2025. None of the stakeholders had any comments regarding the proposed lot split.

Attachments: Case map

Aerial Map
Exhibit

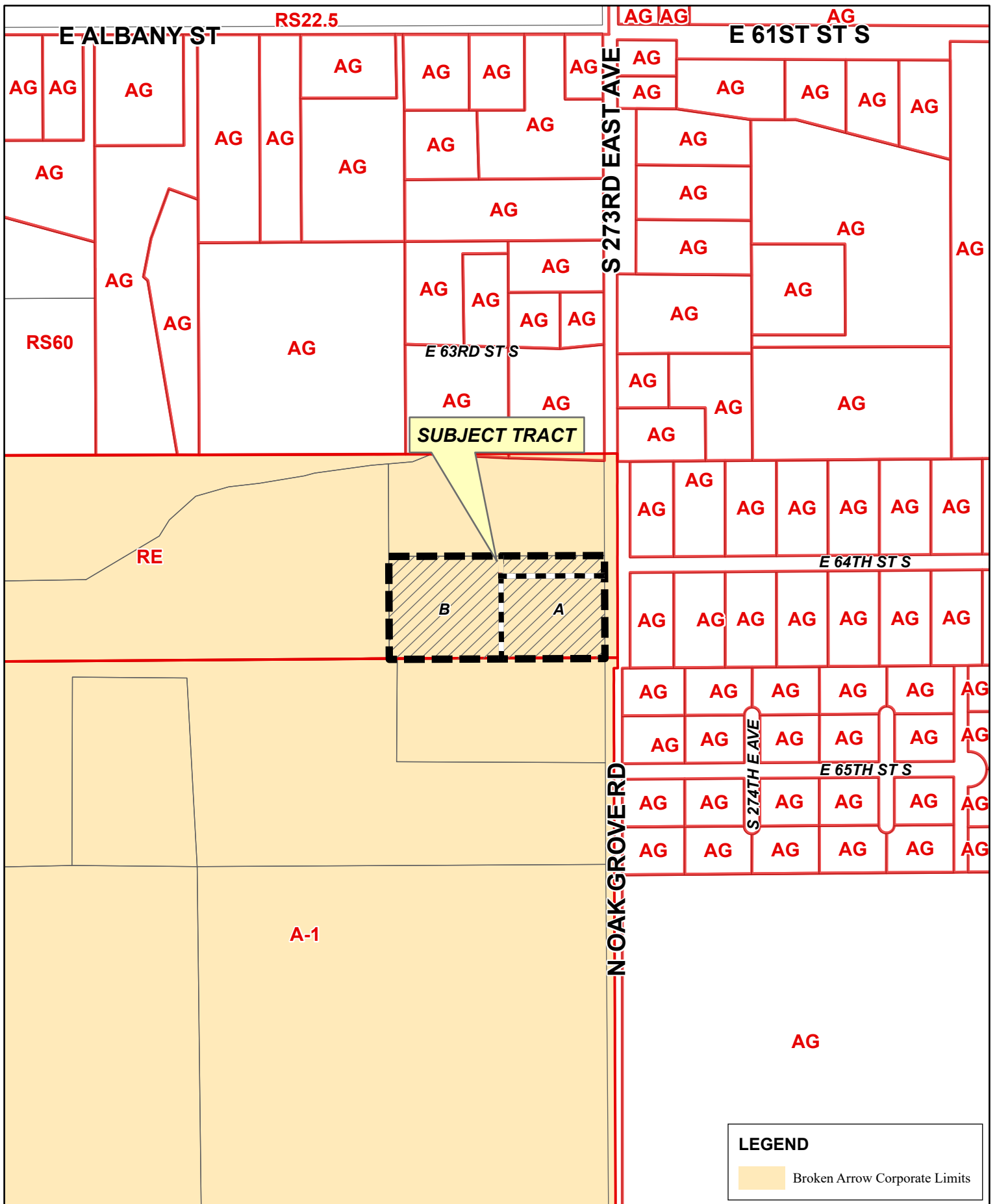
Recommendation:

Staff recommends LOT-002322-2025 be approved, subject to new warranty deeds for the two parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Wagoner County.

Reviewed By: Rocky Henkel

Approved By: Rocky Henkel

MEH



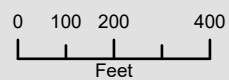


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2023



Subject
Tract

LOT-002322-2025

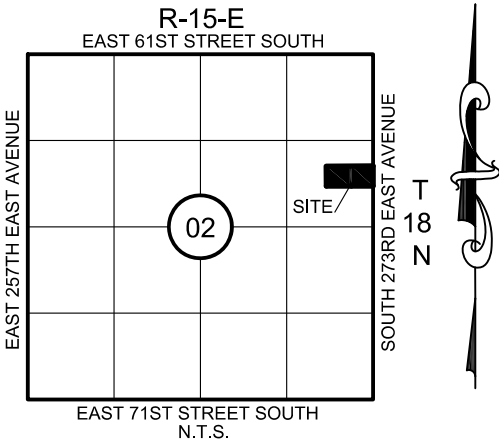
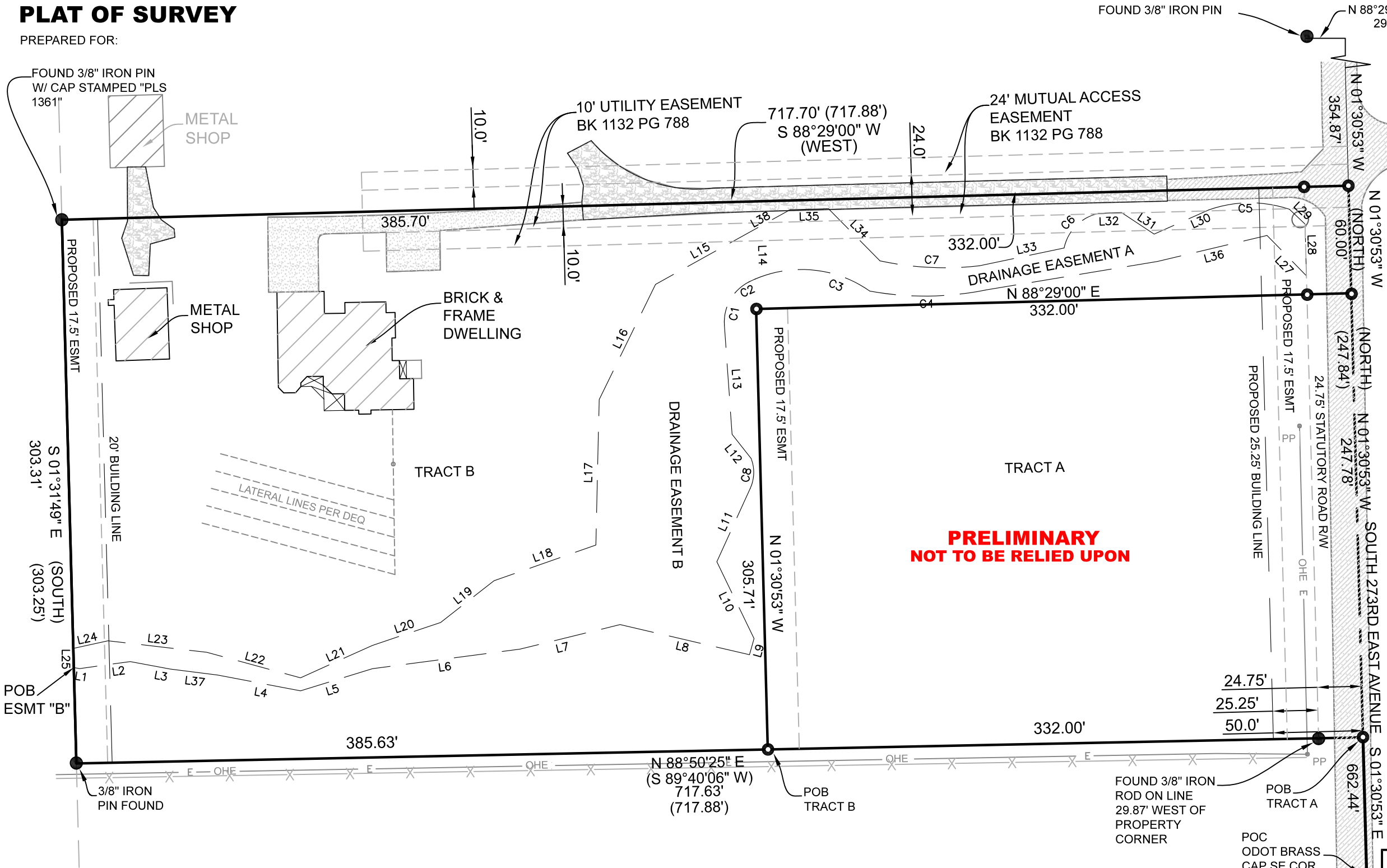


02 18-15



PLAT OF SURVEY

PREPARED FOR:



LEGEND

- FOUND MONUMENT
- SET 1/2" IRON PIN W/CAP
- STAMPED "BAKER"
- MAG NAIL & WASHER SET
- (XX.XX') RECORD DIMENSIONS
- XX.XX' MEASURED DIMENSIONS
- PROPERTY LINE
- ▨ ASPHALT
- ▨ CONCRETE
- ▨ GRAVEL
- BOC BACK OF CURB
- CL CENTERLINE
- EOA EDGE OF ASPHALT
- EOC EDGE OF CONCRETE
- EOG EDGE OF GRAVEL
- X- FENCE
- OHE- OVERHEAD ELECTRIC
- PP POWER POLE



NOTES:
BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF SECTION TWO (2) N01°30'53"W

ALL UNITS ARE U.S. SURVEY FEET

EASEMENTS SHOWN WERE PROVIDED TO SURVEYOR, NO OTHER EASEMENTS WERE PROVIDED TO THE SURVEYOR

BOUNDARY SURVEY

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (N1/2 S1/2 NE1/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

DATE: JUNE 24TH, 2025
SCALE: 1:60
DWG BY: SAS
CHECKED BY: ST
MAPPING PROJECTION: OK-NORTH
DRAWING #: 1
JOB #: 250325.03

BAKER

SURVEYING, LLC

4677 SOUTH 83RD EAST AVE.
Tulsa, OK 74145
CA #5816 Expires 6/30/26

REVISION

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION.

CERTIFICATION:
I SALVADOR TITONE, PLS #1460, CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2020 MINIMUM STANDARD REQUIREMENTS AS SET FORTH BY THE OKLAHOMA BOARD OF LICENSURE FOR PROFESSIONAL SURVEYORS. ALL FIELD WORK WAS COMPLETED ON 06/04/2025.

DATE OF LAST FIELD VISIT 06/04/2025

BAKER SURVEYING, LLC
4677 SOUTH 83RD EAST AVENUE
TULSA, OKLAHOMA 74145
OKLAHOMA CA #5816 EXPIRES 6/30/2026
WWW.BAKER-SURVEYING.COM
(918) 271-5793





City of Broken Arrow

Request for Action

File #: 25-1155, **Version:** 1

**Broken Arrow Planning Commission
08-14-2025**

To: Chairman and Commission Members
From: Community Development Department
Title:

Approval of PT-002295-2025|PR-000692-2025, Preliminary Plat for Ven Park, 10.84 acres, 71 lots, Community Mixed Use via BAZ-001623-2024, located one-quarter mile north of Kenosha Street (East 71st Street South) and one-quarter mile east of North Elm Place (North 161st East Avenue)

Background:

Applicant: Born Again Restored
Owner: Born Again Restored
Developer: Born Again Restored
Engineer: Westwood Professional Services
Location: One-quarter mile north of Kenosha Street (East 71st Street South) and one-quarter mile east of North Elm Place (North 161st East Avenue)
Size of Tract 10.9 acres
Number of Lots: 71
Present Zoning: CM (Community Mixed Use)
Comp Plan: Level 3 - Transition Area via COMP-001531-2024

PT-002295-2025, the preliminary plat for Ven Park, contains 71 lots on 10.90 acres. This property is generally located one-quarter mile north of Kenosha Street (East 71st Street South) and one-quarter mile east of North Elm Place (North 161st East Avenue). The property is currently unplatted.

BAZ-001624-2024 was a request to rezone the property from A-1 (Agricultural) and RS-2 (Single Family Residential) to CM (Community Mixed Use). The rezoning was heard by Planning Commission on August 19, 2024 where it was recommended for approval. BAZ-001624-2025 was approved by City Council on September 3, 2024.. PT-002295-2025 is the first application towards platting this property and implementing BAZ-001624-202.

This development will have access via North Circle Drove via the existing neighborhood to the south.

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain.

Attachments: Checklist

Ven Park Preliminary Plat

Recommendation:

Staff recommends PT-002295-2025|PR-000692-2025, preliminary plat for Ven Park be approved subject to the attached checklist.

Reviewed by:

Approved by:



JJR



A graphic scale in feet is shown below the map, with markings at 0, 50, 100, 200, and 300 feet. Below the scale, it reads "GRAPHIC SCALE IN FEET" and "1"=100'". Above the scale is a compass rose indicating North (N), South (S), East (E), and West (W).

1. ALL SEWER LINE SHALL BE SDR-35 PVC.
2. ALL WATER PIPE SHALL BE SDR-18 C-900.
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF
BROKEN ARROW STANDARDS FOR PUBLIC WORKS CONSTRUCTION.
3. ALL SEWER SERVICES ARE PRIVATE.
4. ALL WATER SERVICES ARE PRIVATE FROM THE BUILDING TO THE
METER AND PUBLIC FROM THE METER TO THE WATER MAIN.
5. ALL WATERLINE SHALL HAVE A MINIMUM 2' VERTICAL CLEARANCE
FROM DRAINAGE STRUCTURES AND SEWER SERVICES.
6. THE LOCATION OF EXISTING WATER AND SANITARY SEWER
UTILITIES ARE APPROXIMATE. FINAL ENGINEERING REVIEW AND
COORDINATION MAY RESULT IN SOME MINOR ADJUSTMENTS TO
THE PLAN.
7. ALL WATERLINE SHALL BE INSTALLED WITH A MINIMUM COVER OF
42" UNLESS OTHERWISE NOTED OR EXPLICITLY APPROVED BY THE
CITY ENGINEER.
8. PRIVATE SANITARY SEWER SERVICES NEED A PLUMBING PERMIT
AND MUST BE INSPECTED BY BUILDING INSPECTIONS PRIOR TO
BURIAL.

NORTHING: 394732.674
EASTING: 2620737.091
ELEVATION = 755.461'

NO.	DATE	REVISION					
				9800 HILLWOOD PKWY., SUITE 250 FORT WORTH, TX 76177 T:817.562.3350			
							
Westwood Professional Services, Inc.							
BORN AGAIN RESTORED							
VEN							
PRELIMINARY UTILITY PLAN							
BROKEN ARROW, WAGONER, OK							
DESIGN	DRAWN	REVIEWER	SCALE	DATE	FILE	SHEET No.	
RDH	JMV	HPB	1"=100'	July 2025		##	

PRELIMINARY PLAT
BAZ-001624-2024, COMP-001531-2024, PUD-001623-2024

VEN

A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Owner / Developer

BORN AGAIN RESTORED, LLC
320 E BROADWAY AVE.
BROKEN ARROW, OK 74012
PHONE: (918) 280-8222

Surveyor

FRITZ LAND SURVEYING, LLC
524 E. MAIN ST.
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026

Engineer

WESTWOOD
110 S. HARTFORD AVENUE, STE. 2501
TULSA, OK 74120
PHONE: (888)-937-6150
C.A. #5328 EXPIRES: 6-30-2027

Subdivision Statistics

SUBDIVISION CONTAINS SEVENTY-ONE (71) LOTS IN FOUR (4) BLOCKS
AND ELEVEN (11) RESERVE AREAS.
GROSS SUBDIVISION AREA: 472,302.6 S.F. OR 10.84 ACRES.

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE
COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983
(NAD83) USING THE SOUTH LINE OF THE SW/4 OF SEC.02, T18N, R14E AS
NORTH 88°32'10" EAST.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN
WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Benchmark

SET MAG NAIL IN WEST SIDE OF N. CIRCLE DR. APPROXIMATELY 33'±
SOUTH OF NORTHERN PAVEMENT TERMINATION.
NORTHING: 394615.91
EASTING: 2621062.04
ELEV.: 748.55' NAVD88

Address

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE
PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD
NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF
BROKEN ARROW, OKLAHOMA, COMMUNITY PANEL NO. 40143C0385M -
SEPTEMBER 30, 2016, WHICH INDICATES THE SUBJECT PROPERTY TO
BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL CHANCE FLOODPLAIN).

Legend

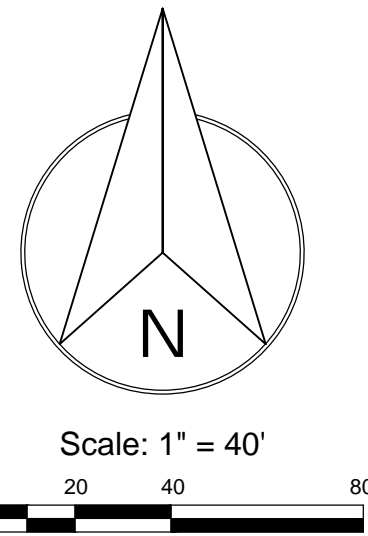
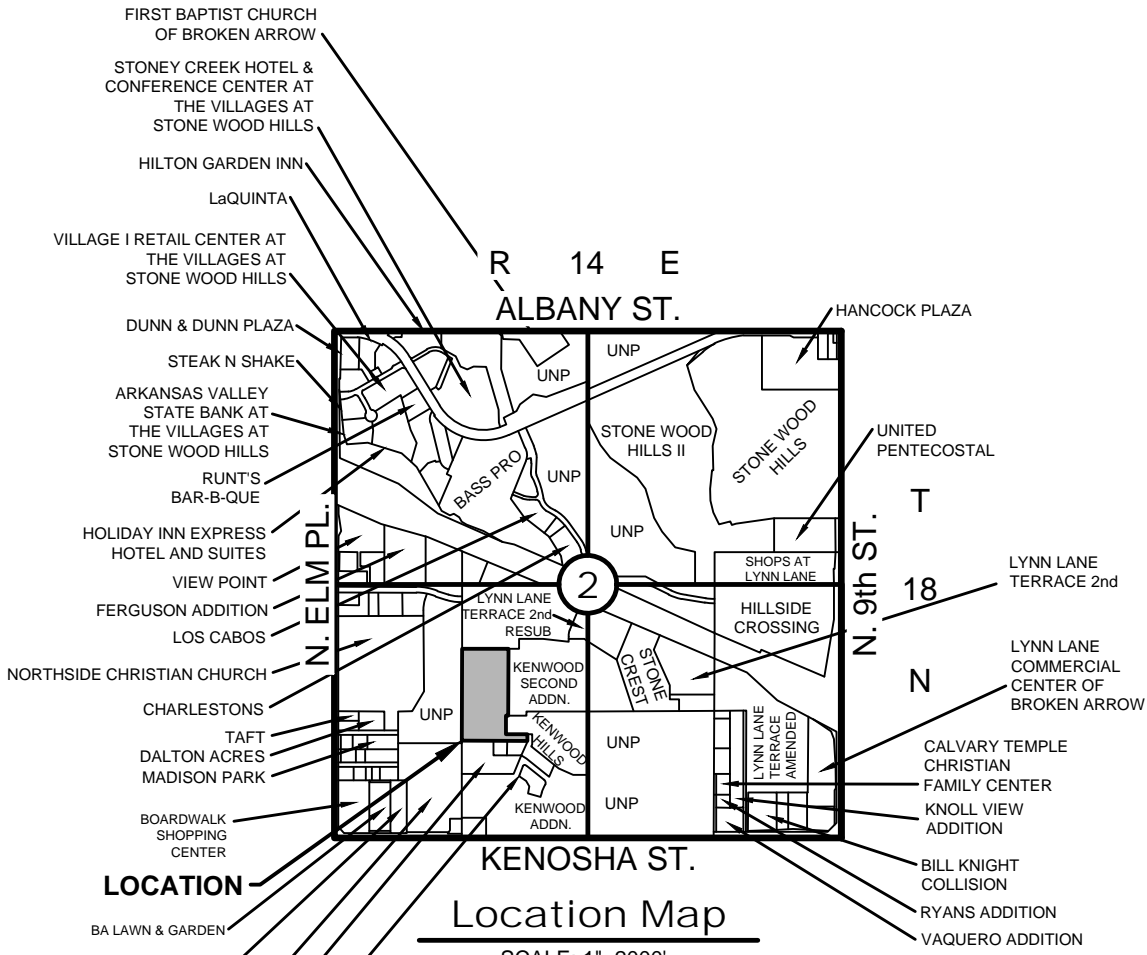
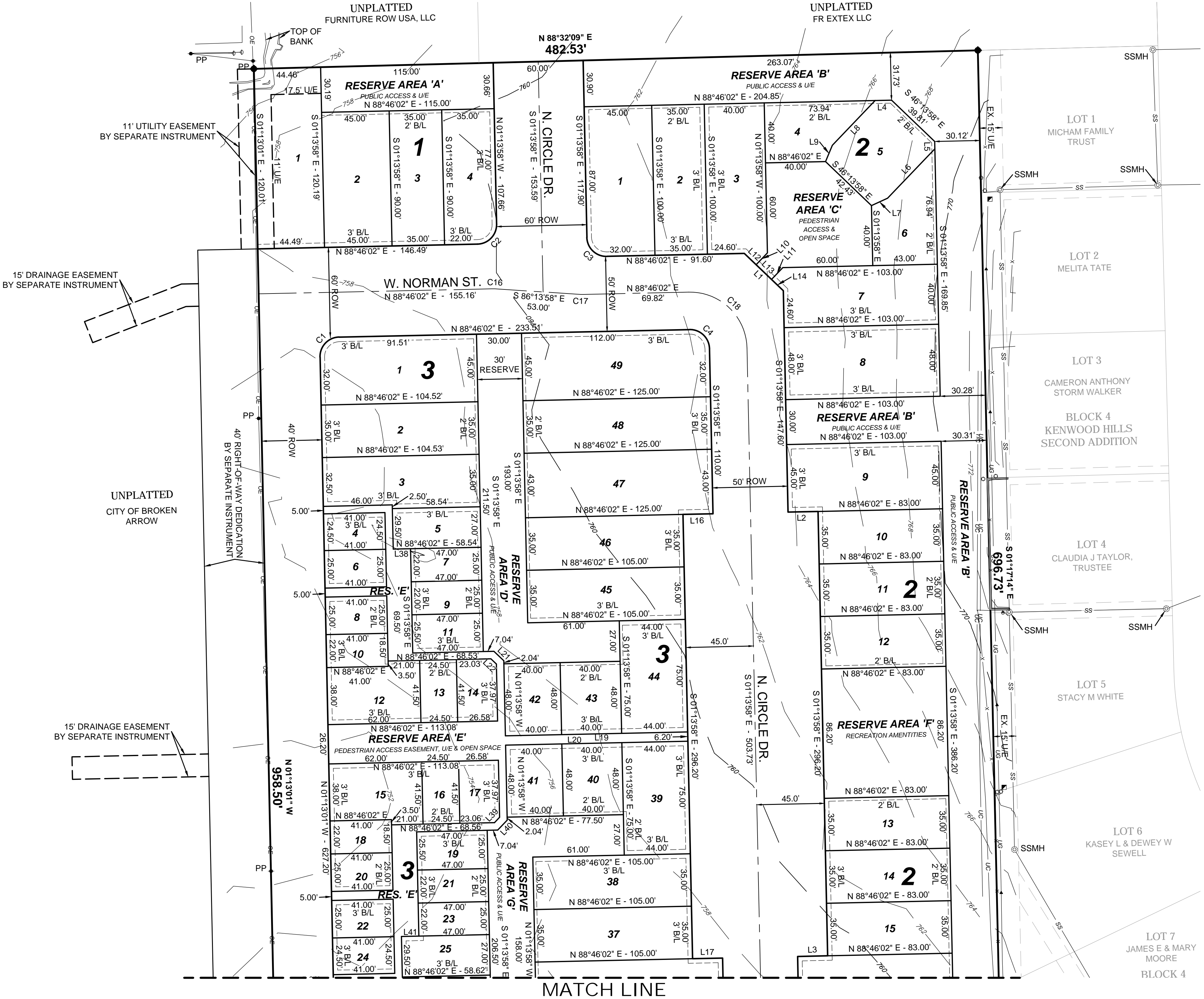
12300 = ADDRESS
B/L = BUILDING SETBACK LINE
EPED = ELECTRIC PEDESTAL
ET = ELECTRIC TRANSFORMER
FH = FIRE HYDRANT
GM = GAS METER
GV = GAS VALVE
IPS = IRON PIN SET
L.N.A. = LIMITS OF NO ACCESS
OD/E = OVERLAND DRAINAGE EASEMENT
PP = POWER POLE
RCP = REINFORCED CONCRETE PIPE
ROW = RIGHT OF WAY
S.F. = SQUARE FEET
SS/E = SANITARY SEWER EASEMENT
SSMH = SANITARY SEWER MANHOLE
ST/E = STORM SEWER EASEMENT
STMH = STORM SEWER MANHOLE
TPED = TELEPHONE PEDESTAL
U/E = UTILITY EASEMENT
WL/E = WATERLINE EASEMENT
WV = WATER VALVE
◆ = (REFER TO MONUMENTATION NOTE)

Line Table

LINE	BEARING	DISTANCE
L1	S 46°13'58" E	35.92'
L2	N 88°46'02" E	20.00'
L3	S 88°46'02" W	20.00'
L4	N 88°46'02" E	10.92'
L5	S 01°13'58" E	4.92'
L6	S 43°46'02" W	45.52'
L7	S 65°03'31" W	11.81'
L8	S 43°46'02" W	41.28'
L9	S 22°28'34" W	11.81'
L10	S 43°46'02" W	10.89'
L11	N 43°46'02" E	10.89'
L12	S 46°13'58" E	10.89'
L13	S 46°13'58" E	14.14'
L14	S 46°13'58" E	10.89'
L15	S 88°46'02" W	24.84'
L16	S 88°46'02" W	20.00'
L17	N 88°46'02" E	20.00'
L18	S 88°46'02" W	16.93'
L19	N 88°46'02" W	124.00'
L20	S 88°46'02" W	124.00'
L21	N 46°13'58" W	9.14'
L22	N 46°13'58" W	5.00'
L23	N 31°13'58" W	38.84'
L24	N 01°13'58" W	29.00'
L25	N 31°13'58" W	69.56'
L26	N 01°13'58" W	31.06'
L27	N 88°46'02" E	37.67'
L28	S 74°09'33" E	26.28'
L29	S 46°28'47" E	25.69'
L30	S 31°13'58" E	43.69'
L31	N 11°43'16" W	3.00'
L32	S 88°46'02" W	28.26'
L33	N 31°13'58" W	20.18'
L34	N 58°46'02" E	14.04'
L35	N 01°13'58" W	7.10'
L36	N 01°13'58" W	42.30'
L37	N 88°46'02" E	12.00'
L38	N 88°46'02" E	11.54'
L39	N 43°46'02" E	5.00'
L40	N 43°46'02" E	9.14'
L41	N 88°46'02" E	11.62'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	13.00'	20.42'	N 43°46'31" E	18.38'
C2	13.00'	20.42'	N 43°46'02" E	18.38'
C3	13.00'	20.42'	S 46°13'58" E	18.38'
C4	13.00'	20.42'	S 46°13'58" E	18.38'
C5	50.00'	4.89'	S 01°34'15" W	4.89'
C6	50.00'	2.44'	S 02°58'42" W	2.44'
C7	13.00'	20.42'	S 43°46'02" W	18.38'
C8	75.00'	39.27'	S 73°46'02" W	38.82'
C9	25.00'	13.09'	N 73°46'02" E	12.94'
C10	13.00'	20.42'	S 46°13'58" E	18.38'
C11	75.00'	39.27'	N 73°46'02" E	38.82'
C12	25.00'	13.09'	S 73°46'02" W	12.94'
C13	13.00'	20.42'	N 46°13'29" W	18.39'
C14	25.00'	2.45'	S 01°34'15" W	2.45'
C15	75.00'	7.34'	S 01°34'15" W	7.34'
C16	50.00'	4.36'	S 88°43'58" E	4.36'
C17	50.00'	4.36'	S 88°43'58" E	4.36'
C18	38.00'	59.69'	S 46°13'58" E	53.74'
C19	50.00'	26.18'	N 73°46'02" E	25.88'
C20	50.00'	26.18'	N 73°46'02" E	25.88'



FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED
BY THE TULSA METROPOLITAN AREA PLANNING
COMMISSION ON _____

TMAPC/INCOG OFFICIAL

THIS APPROVAL IS VOID IF THIS PLAT IS NOT FILED IN
THE OFFICE OF THE COUNTY CLERK ON OR BEFORE

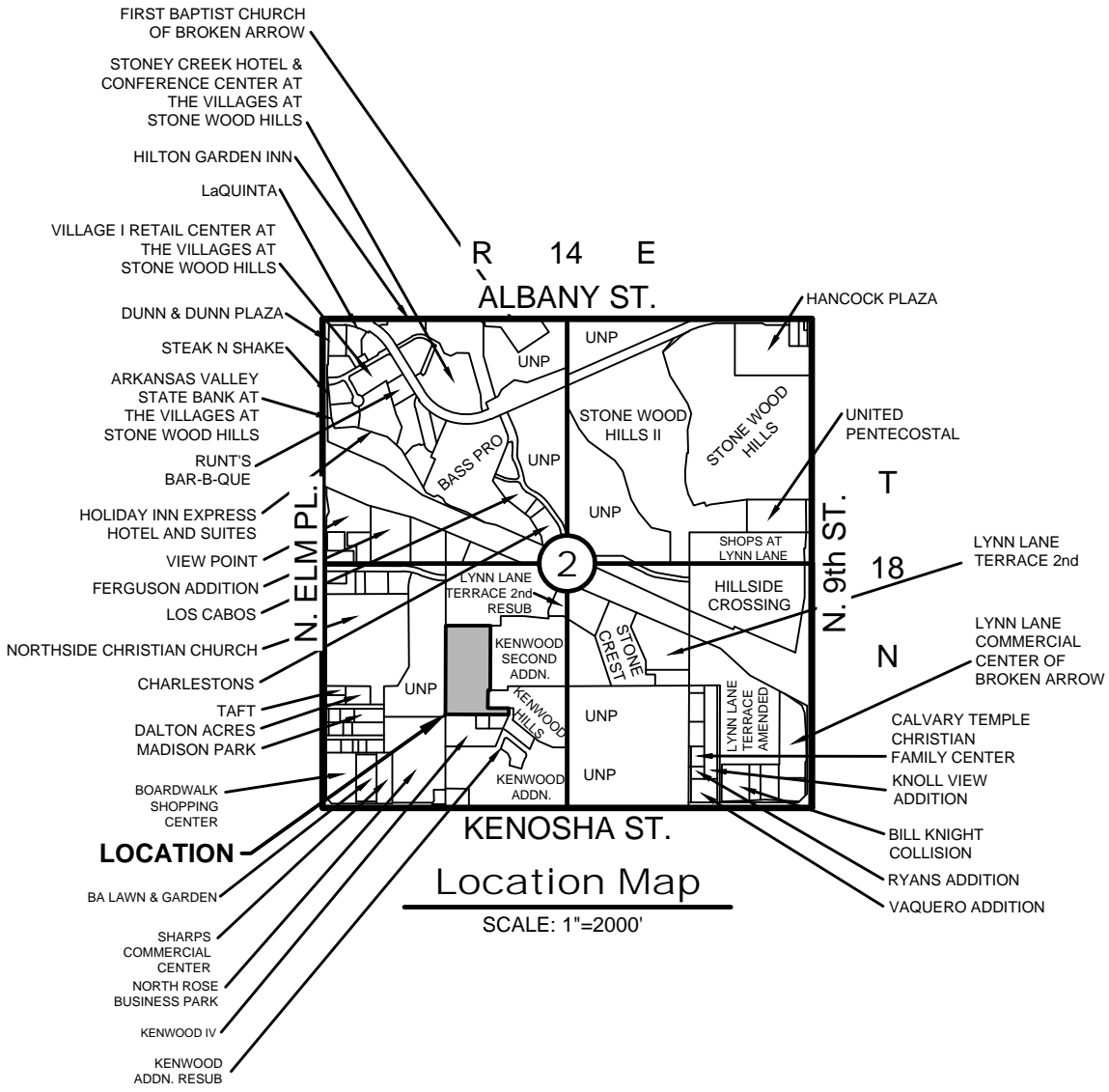
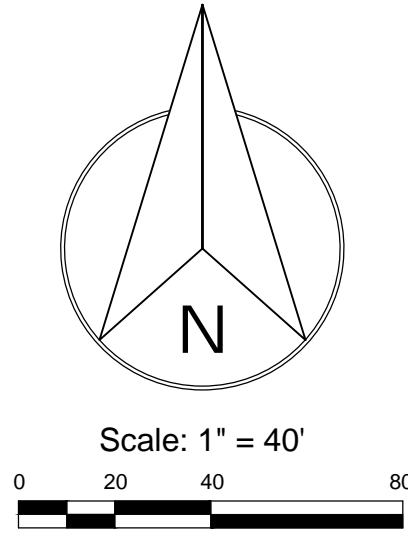
COUNTY ENGINEER

DRAFT FINAL
COUNTY TREASURER STAMP
PLAT #1

PRELIMINARY PLAT
BAZ-001624-2024, COMP-001531-2024, PUD-001623-2024

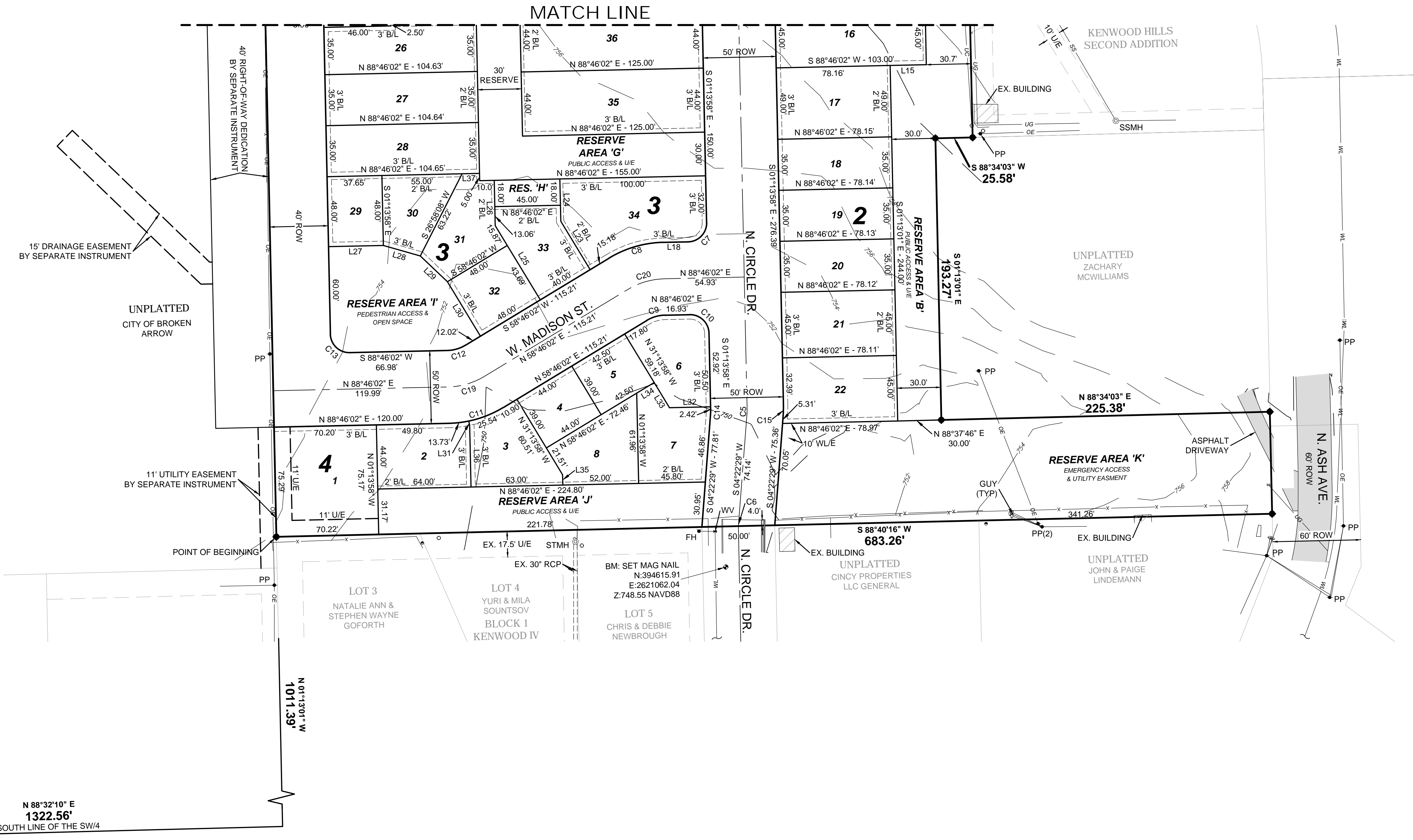
VEN

A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.



Area Table

LOT, BLOCK		SQ. FEET	ACRES	LOT, BLOCK		SQ. FEET	ACRES	
BLOCK 1	1	5341.4	0.12	BLOCK 3	10	1764.9	0.04	
	2	4050.0	0.09		11	1765.1	0.04	
	3	3150.0	0.07		12	1765.3	0.04	
	4	3113.7	0.07		13	2118.6	0.05	
BLOCK 2	1	4463.7	0.10		14	3662.0	0.08	
	2	3500.0	0.08		15	3662.3	0.08	
	3	4059.3	0.09		16	3662.7	0.08	
	4	2190.3	0.05		17	1807.6	0.04	
	5	2977.0	0.07		18	2135.1	0.05	
	6	2416.6	0.06		19	2527.6	0.06	
	7	4179.3	0.10		20	2097.1	0.05	
	8	4944.0	0.11		21	2509.4	0.06	
	9	4635.0	0.11		22	4783.7	0.11	
	10	2905.0	0.07		23	5500.0	0.13	
	11	2905.0	0.07		24	5500.0	0.13	
	12	2905.0	0.07		25	3675.0	0.08	
	13	2905.0	0.07		26	3675.0	0.08	
	14	2905.0	0.07		27	3300.0	0.08	
	15	2905.0	0.07		28	1920.0	0.04	
	16	4635.0	0.11		29	1920.0	0.04	
	17	3829.6	0.09		30	1920.0	0.04	
	18	2735.0	0.06		31	1920.0	0.04	
	19	2734.7	0.06		32	3300.0	0.08	
	20	2734.3	0.06		33	3675.0	0.08	
	21	3515.1	0.08		34	3675.0	0.08	
	22	3518.7	0.08		35	5375.0	0.12	
	23	5500.0	0.13		36	4375.0	0.10	
	24	5500.0	0.13		37	5588.7	0.13	
BLOCK 3	1	4666.8	0.11		BLOCK 4	1	5281.7	0.12
	2	3658.3	0.08			2	2821.6	0.06
	3	3658.6	0.08			3	2685.3	0.06
	4	2056.3	0.05			4	1716.0	0.04
	5	1713.7	0.04			5	1657.5	0.04
	6	1713.9	0.04			6	2744.8	0.06
	7	1714.1	0.04			7	2746.2	0.06
	8	4391.7	0.10			8	2574.8	0.06
	9	4392.4	0.10					



POINT OF COMMENCEMENT
SW CORNER SW/4
SECTION 2
FOUND STEEL DISC

N 88°32'10" E
1322.56'
SOUTH LINE OF THE SW/4

PRELIMINARY PLAT
PUD-001623-2024, BAZ-001624-2024, COMP-001531-2024

VEN
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

BORN AGAIN RESTORED, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW/4 OF SAID SECTION 2;
THENCE NORTH 88°32'09" EAST ALONG THE SOUTH LINE THEREOF 1322.56 FEET TO THE SOUTHWEST CORNER OF THE E/2 SW/4 OF SAID SECTION 2;
THENCE NORTH 01°13'01" WEST ALONG THE WEST LINE THEREOF 1011.39 FEET TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK ONE (1), KENWOOD IV, PLAT NO. 5426 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°13'01" WEST 958.50 FEET;
THENCE NORTH 88°32'09" EAST 482.53 FEET TO THE NORTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), KENWOOD HILLS SECOND ADDITION, PLAT NO. 2892;
THENCE SOUTH 01°17'14" EAST ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 696.73 FEET TO THE SOUTHWEST CORNER OF LOT SEVEN (7), OF SAID BLOCK 4, KENWOOD HILLS SECOND ADDITION;
THENCE SOUTH 88°34'03" WEST 25.58 FEET;
THENCE SOUTH 01°13'01" EAST 193.27 FEET;
THENCE NORTH 88°34'03" EAST 225.38 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH ASH AVENUE;
THENCE SOUTH 01°17'14" EAST ALONG SAID RIGHT-OF-WAY LINE 70.00 FEET;
THENCE SOUTH 88°40'16" WEST AND DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE 683.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 472,302.6 SQ. FEET OR 10.84 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW/4 OF SEC.02, T.18N, R.14E AS NORTH 88°32'10" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PUBLIC STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "VEN", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM 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 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 ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE 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 SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED, THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE EASTERN PERIMETER EASEMENTS OF THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE 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.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER

IN CONNECTION WITH THE PROVISIONS OF WATER AND STORM SEWER SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS AND THE PUBLIC STORM SEWER FACILITIES LOCATED ON HIS LOT AND WITHIN THE DEPICTED UTILITY EASEMENT AREAS. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) INCHES FROM THE ORIGINAL CONTOURS OR FROM ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO THE EASEMENT AREAS.

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

3. THE CITY OF BROKEN ARROW, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

4. THE CITY OF BROKEN ARROW, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. LANDSCAPE AND PAVING REPAIR

1. 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, ELECTRIC, NATURAL GAS, CABLE TELEVISION, OR TELEPHONE SERVICE.

2. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE CITY OF BROKEN ARROW SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

E. RESERVE AREA "A", "B", "D", "G", "J"

THE ABOVE RESERVE AREAS ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A PUBLIC ACCESS AND UTILITY EASEMENT.

F. RESERVE AREA "C" AND "I"

THE ABOVE RESERVE AREAS ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING PEDESTRIAN ACCESS AND OPEN SPACE.

G. RESERVE AREA "E"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A PEDESTRIAN EASEMENT, UTILITY EASEMENT AND OPEN SPACE.

H. RESERVE AREA "F"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING RECREATIONAL AMENITIES.

I. RESERVE AREA "H"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING PEDESTRIAN ACCESS EASEMENT AND PARKING.

J. RESERVE AREA "K"

THE ABOVE RESERVE AREA IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING EMERGENCY ACCESS AND UTILITY EASEMENT.

K. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY TULSA COUNTY, STATE OF OKLAHOMA.

L. STORM WATER DETENTION EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA "A" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE VEN HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
- THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' 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 MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY, STATE OF OKLAHOMA.

M. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "VEN" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD-001623-2024), AS PROVIDED WITHIN SECTIONS 1100 THROUGH 1170 OF THE BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON OCTOBER 5, 2023, (HEREINAFTER THE "BROKEN ARROW ZONING CODE"), AND

WHEREAS PUD-001623-2024 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON AUGUST 08, 2024 AND APPROVED BY THE BROKEN ARROW CITY COUNCIL ON SEPTEMBER 03, 2024, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY BROKEN ARROW, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND BROKEN ARROW, STATE OF OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (VEN), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 10.84 ACRES

VEN NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN VEN:

PERMITTED USES:

ALL USES ALLOWED PER PUD-001623-2024.

MINIMUM LOT WIDTH (AT BUILDING SETBACK LINE): 20 FEET

MINIMUM LOT AREA: 1,200 SQUARE FEET

MAXIMUM STRUCTURE HEIGHT: 50 FEET

MINIMUM OFF-STREET PARKING: N/A

FRONT YARD BUILDING SETBACK: 3 FEET

REAR YARD: 2 FEET

SIDE YARD: 3 FEET

SECTION III. HOMEOWNERS' ASSOCIATION

K. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN VEN TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, RESERVE "A", FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF VEN. THE DETAILS OF THE ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA.

L. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN VENN PARK SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

M. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN VENN PARK SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITY AND COMMON AREAS OF THE SUBDIVISION.

SECTION IV. 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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTIONS I AND II, SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY TULSA COUNTY, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR TULSA COUNTY 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 OR TO RECOVER DAMAGES IN ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES AND SECTION II, PLANNED UNIT DEVELOPMENT, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT WHICH AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW.

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.

IN WITNESS WHEREOF, BORN AGAIN RESTORED, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 2023.

BORN AGAIN RESTORED, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
NICK PARKER, OWNER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF ____, 2023, PERSONALLY APPEARED NICK PARKER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGING MEMBER OF BORN AGAIN RESTORED, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S. <NAME>

MY COMMISSION EXPIRES: XXX/XX/XXXX

MY COMMISSION NUMBER: XXXXXXXXX

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "VEN", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF ____, 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026

MY COMMISSION NUMBER: 14005589

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE TULSA OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND INDIVIDUAL ON-SITE, SEWER SYSTEMS ON THE ____ DAY OF ____, 2023.

MICHAEL CHAD KELLER

SR. ENVIRONMENTAL PROGRAM SPECIALIST IV

DEPARTMENT OF ENVIRONMENTAL QUALITY

DRAFT FINAL
PLAT #1



City of Broken Arrow

Request for Action

File #: 25-1156, **Version:** 1

**Broken Arrow Planning Commission
08-14-2025**

To: Chairman and Commission Members
From: Community Development Department
Title:

Public hearing, consideration, and possible action regarding PUD-002316-2025 (Planned Unit Development), minor amendment to PUD-000126-2022 and PUD-001815-2024, The Enclave at Southern Trails, 20.49 acres, BAZ-00012-2022, CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed-Use) and PUD-000126-2022, located on the northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th East Avenue)

Background:

Applicant: Tanner Consulting, LLC
Owner: Perkins Development Corporation
Developer: Perkins Development Corporation
Engineer: Tanner Consulting
Location: Southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)
Size of Tract 20.49 acres
Number of Lots: 1
Present Zoning: BAZ-00012-2022 CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed Use) and PUD-000126-2022
Comp Plan: Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)

PUD-002316-2025 is a minor amendment to PUD-0010126-2022 and PUD-001818-2024. The property is located on the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street). The property is presently unplatted and undeveloped.

PUD-002316-2025 proposes to make adjustments to certain landscaping requirements, primarily updating to the new Broken Arrow Zoning Ordinance in lieu of boundary-specific landscaping requirements.

According to FEMA maps, none of the property is in the 100-year floodplain. Water and sanitary sewer will be provided by the City of Broken Arrow.

Attachments: Case Map

Aerial Photo
The Enclave at Southern Trails Amended PUD

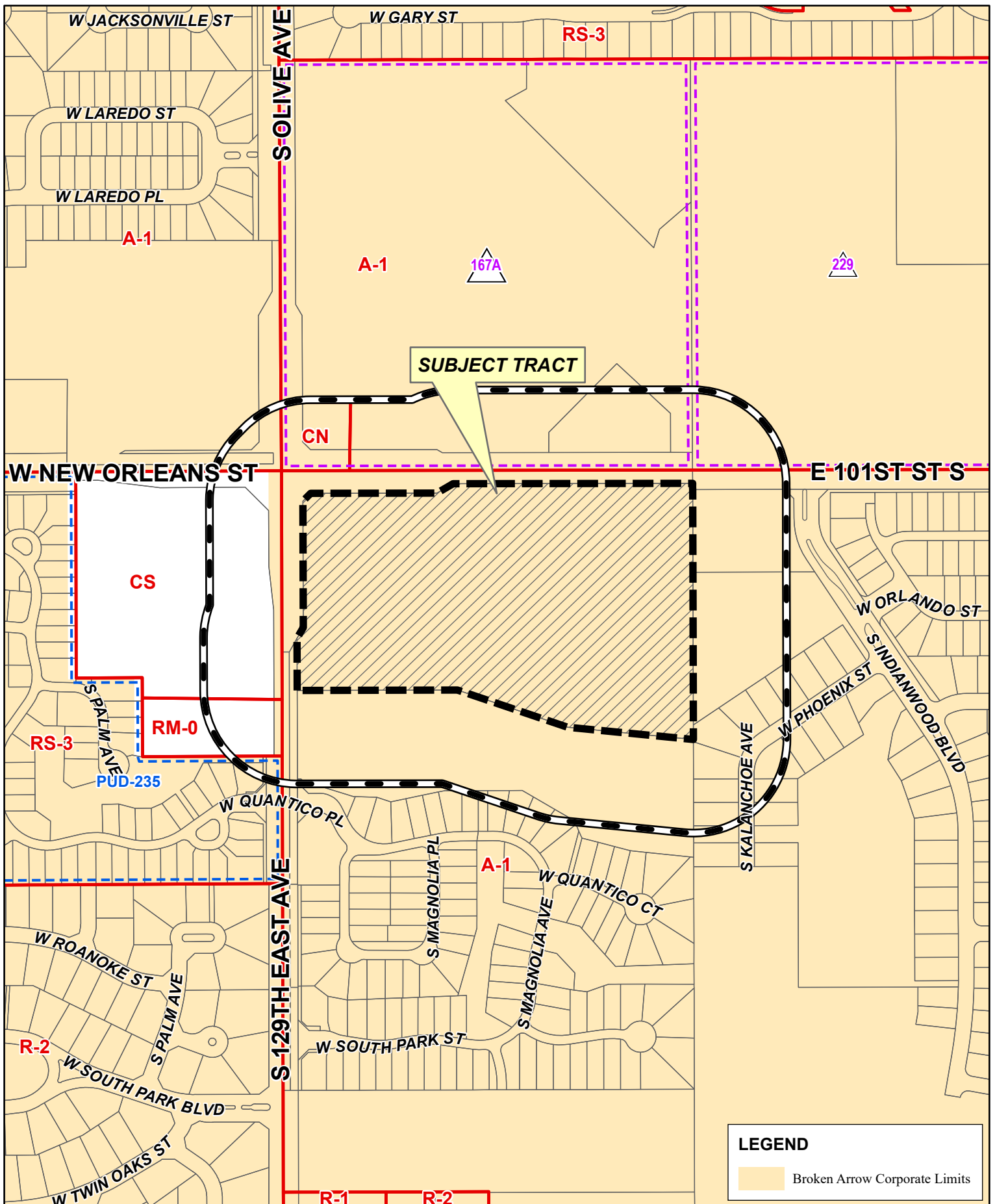
Recommendation:

Based on the location of the property and surrounding land uses, Staff recommends PUD-002316-2025 (Planned Unit Development) be approved.

Reviewed by:

Approved by:

JAJ



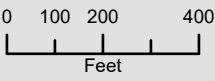


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2024



Subject
Tract

PUD-002316-2025



28 18-14



The Enclave at Southern Trails

SOUTHEAST CORNER OF
S. OLIVE AVE. AND W. NEW ORLEANS ST.
BROKEN ARROW, OKLAHOMA

Minor Amendment # 1 to Planned Unit Development Nos. PUD-001815-2024
and PUD-000126-2022

Owner:
Perkins Development Corp
PO Box 1527
Tulsa, OK 74101

Consultant:
Tanner Consulting, LLC
5323 S. Lewis Ave.
Tulsa, OK 74105
(918) 745-9929

Architect:
NSPJ Architects
9415 Nall Ave., Suite 300
Prairie Village, KS 66207
(913) 831-1415

Original PUD-000126-2022 by AAB Engineering, LLC
Submitted August 1st, 2022
Updated December 29, 2022
Approved by Broken Arrow City Council January 3, 2023

PUD Major Amendment # 1 PUD-001815-2024 by Tanner Consulting, LLC
Submitted October 14, 2024
Approved by Broken Arrow City Council December 17, 2024

I. INTRODUCTION AND SCOPE

The Enclave at Southern Trails, comprising 20.13+/- net acres situated at the southeast corner of West New Orleans Street (101st Street South) and South Olive Avenue (129th E. Ave.) was submitted as Planned Unit Development No. PUD-000126-2022 and was conditionally approved by the Broken Arrow City Council on January 3, 2023, on the condition that the property be platted.

Since the PUD was approved, a specific site design has been prepared which has changed the layout compared to what was then a conceptual design. The new site design includes 155 dwelling units compared to 145, includes specific and generous residential amenities including a larger clubhouse and larger pool, big and small dog parks, a playground and pavilion in addition to the sports courts. The new site design includes numerous, connected communal lawns contributing to a walkable, campus-style residential community. As presently designed, six (6) vertically mixed-use dwelling units are proposed at the southwest corner of the Site, with parking provided for both residents and customers and other visitors. The commercial development areas are planned to have wider landscaped edges, a uniform building line with variegated façades, and patios and wider and more numerous sidewalks to encourage pedestrian circulation.

In support of the new design, PUD Major Amendment # 1, Case No. PUD-001815-2024, was submitted and approved in 2024.

This PUD Minor Amendment # 1 proposes to make adjustments to certain landscaping requirements, primarily updating to the new Broken Arrow Zoning Ordinance in lieu of boundary-specific landscaping requirements.

Except as specifically provided herein, no other changes are proposed to The Enclave at Southern Trails by this Amendment. No change of the underlying zoning district is proposed. The subject property will be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the underlying CG, RM, and CM districts, except as modified by the PUD.

II. AMENDED DEVELOPMENT STANDARDS

Development Standards are restated as follows:

Landscape and Screening Standards

Landscaping and screening within the development shall meet the standards of the City of Broken Arrow Zoning Ordinance **in effect as of July 1, 2025**. ~~In addition, a landscape buffer 20' in width shall be required along the east property line, and a landscape buffer 10' in width shall be required along the south property line. Within this buffer, one medium to larger evergreen tree shall be planted for every 30 linear feet of landscape edge and 10 medium shrubs (3 gallons at time of planting and 6-10 feet in height full grown) shall be planted for every 50 linear feet of landscaped edge. Patios may encroach on this landscape buffer up to 5 feet and sidewalks and trails shall not be excluded from the width calculation. In lieu of landscape buffers internal to the site, residential yards adjoining commercial development areas will be landscaped with at least one (1) tree per dwelling unit along the common boundary line. Landscaping trees may be clustered at landscaped nodes.~~ **The landscaping units required by Zoning Ordinance Section 4-3-6.C.1. may be reduced by 25% if necessary to avoid conflicts with utilities.**

The eastern boundary is shared with commercial Lot 1, Block 1, open space Reserve A, and part of the westerly line of single-family residential Lot 7, Block 12, all in "The Retreat." Screening is not necessary between commercial lots. The easternmost dwelling units are designed to face open space Reserve A. However, a screening fence would block the view of the open space. Therefore, a screening fence with a minimum 6 feet in height will be provided along the eastern boundary of the property common with the westerly line of single-family residential Lot 7, Block 12, and along Reserve A unless waived in writing by the owner of Reserve A and the Homeowners Association for "The Retreat." A screening fence will not be required along the southern boundary abutting the greenspace, the western boundary along Olive Avenue, or internal to the site.

III. PROPERTY DESCRIPTIONS

(PUD DEVELOPMENT AREA A)

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (N/2 W/2 NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID N/2 W/2 NW/4; THENCE SOUTH 01°18'02" EAST AND ALONG THE WEST LINE OF THE N/2 W/2 NW/4, FOR A DISTANCE OF 555.59 FEET; THENCE NORTH 88°42'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°17'16" WEST FOR A DISTANCE OF 20.86 FEET; THENCE NORTH 28°41'44" EAST FOR A DISTANCE OF 40.06 FEET; THENCE NORTH 1°18'16" WEST FOR A DISTANCE OF 405.00 FEET; THENCE NORTH 43°42'38" EAST FOR A DISTANCE OF 35.35 FEET; THENCE NORTH 88°43'32" EAST FOR A DISTANCE OF 405.00 FEET; THENCE NORTH 58°43'32" EAST FOR A DISTANCE OF 19.92 FEET; THENCE NORTH 88°43'49" EAST FOR A DISTANCE OF 800.15 FEET; THENCE SOUTH 1°20'18" EAST FOR A DISTANCE OF 235.12 FEET; THENCE SOUTH 88°43'49" WEST FOR A DISTANCE OF 1040.57 FEET; THENCE SOUTH 1°18'33" EAST FOR A DISTANCE OF 260.32 FEET; THENCE SOUTH 88°42'00" WEST FOR A DISTANCE OF 227.03 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 343,273 SQUARE FEET OR 7.880 ACRES.

(PUD DEVELOPMENT AREA B)

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (N/2 W/2 NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID N/2 W/2 NW/4; THENCE SOUTH 01°18'02" EAST AND ALONG THE WEST LINE OF THE N/2 W/2 NW/4, FOR A DISTANCE OF 555.59 FEET; THENCE NORTH 88°42'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°42'00" EAST FOR A DISTANCE OF 227.03 FEET; THENCE SOUTH 1°18'33" EAST FOR A DISTANCE OF 146.33 FEET; THENCE SOUTH 88°41'58" WEST FOR A DISTANCE OF 227.08 FEET; THENCE NORTH 1°17'16" WEST FOR A DISTANCE OF 146.33 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 33,225 SQUARE FEET OR 0.763 ACRES.

(PUD DEVELOPMENT AREA C)

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (N/2 W/2 NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID N/2 W/2 NW/4; THENCE SOUTH 01°18'02" EAST AND ALONG THE WEST LINE OF THE N/2 W/2 NW/4, FOR A DISTANCE OF 701.92 FEET; THENCE NORTH 88°41'58" EAST FOR A DISTANCE OF 227.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°18'33" WEST FOR A DISTANCE OF 406.64 FEET; THENCE NORTH 88°43'49" EAST FOR A DISTANCE OF 1040.57 FEET; THENCE SOUTH 1°20'18" EAST FOR A DISTANCE OF 566.63 FEET; THENCE NORTH 85°34'53" WEST FOR A DISTANCE OF 402.29 FEET; THENCE NORTH 72°29'25" WEST FOR A DISTANCE OF 373.54 FEET; THENCE SOUTH 88°41'58" WEST FOR A DISTANCE OF 287.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 500,424 SQUARE FEET OR 11.488 ACRES.