

CONDITIONAL FINAL PLAT
PUD-240

Villas at Bricktown

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION FOUR (4)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
Select Homesites, Inc.
AN OKLAHOMA CORPORATION
CONTACT: DAVID GIBSON
1908 N Willow, Suite #A
Broken Arrow, Oklahoma 74012
Phone: (918)252-2417

ENGINEER/SURVEYOR:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
5323 South Lewis Avenue
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Phone: (918)745-9929

ABBREVIATIONS:
AC ACRES
B/L BUILDING LINE
BK PG BOOK & PAGE
ESMT EASEMENT
INST INSTRUMENT
IPF IRON PIN FOUND
IPSYC IRON PIN SET, YELLOW CAP
L/E LANDSCAPE EASEMENT
NS NAIL SET
ODE OVERLAND DRAINAGE EASEMENT
PK NS PK NAIL SET
U/E UTILITY EASEMENT
F/L FENCE AND LANDSCAPE

Benchmark #1 ⚡
ADS-16 RESET
5/8" REBAR-1 1/2" ALUMINUM CAP -
FLUSH - STAMPED "16 RESET", SET S.E. OF
THE INTERSECTION OF 71ST ST, AND
GARNETT RD.
(393014.31N, 2603697.93E)
ELEVATION = 694.77' (NAVD 88)

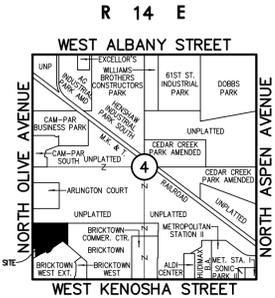
Benchmark #2 ⚡
3/8" REBAR- RED PLASTIC CAP - STAMPED
"SWA 2421", FOUND S.W. CORNER OF LOT
1, BLOCK 1, KOREAN CHURCH SUBDIVISION
(394644.39N, 2608926.16E)
ELEVATION = 699.02' (NAVD 88)

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

Notes

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ADDRESSES SHOWN ON THIS PLAT ARE 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY NORTH OLIVE AVENUE, A PUBLIC STREET.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-62315-16.



Location Map

Scale: 1" = 2000'

SUBDIVISION CONTAINS:
THIRTY-TWO (32) LOTS ON FOUR (4) BLOCKS
& FOUR (4) RESERVES
GROSS LAND AREA: 11.577 ACRES
NET LAND AREA LESS R/W: 10.883 ACRES

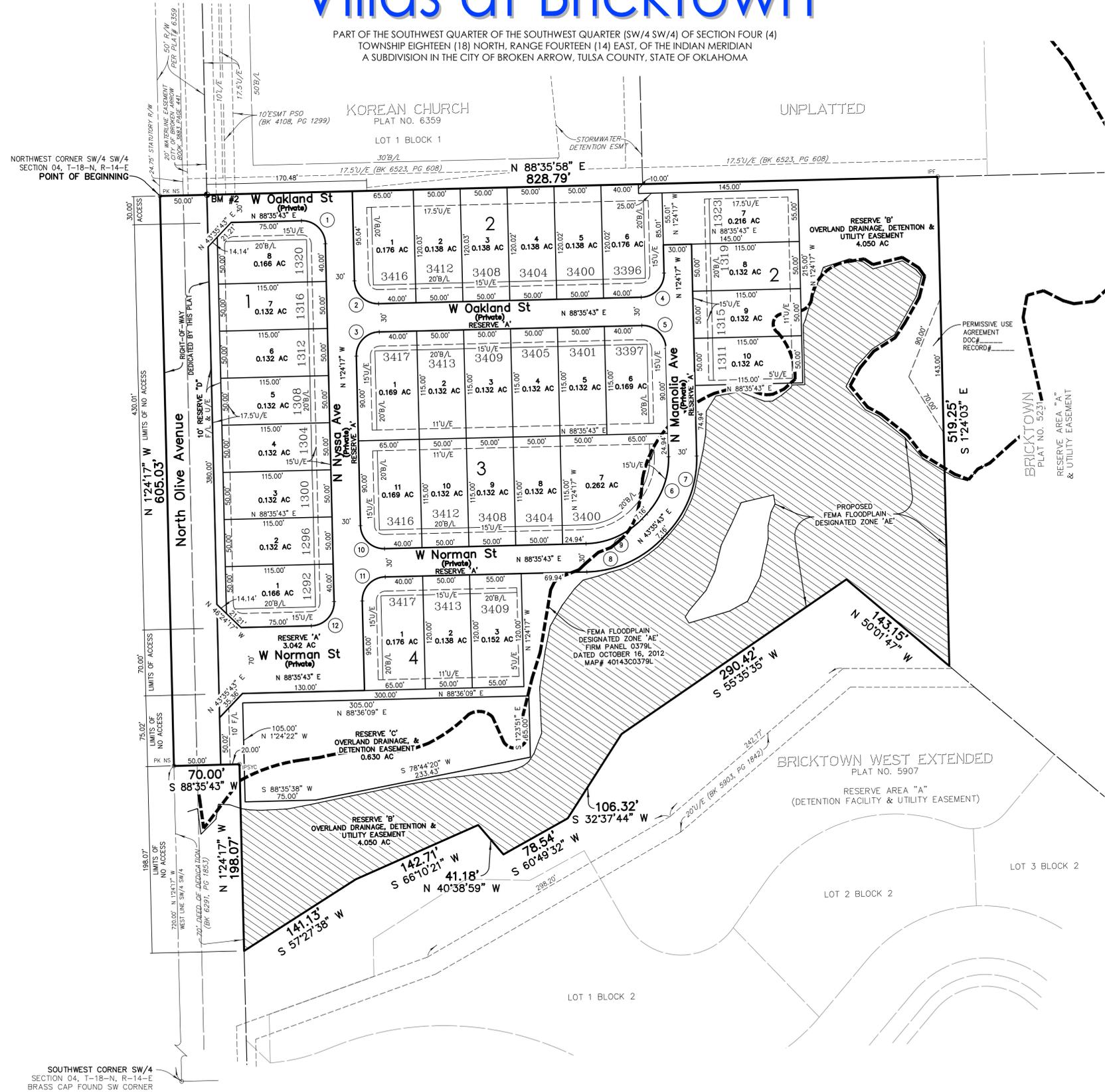
Curve Table

CURVE	LENGTH	RADIUS	DELTA (°)	CHORD BEARING	CHORD DISTANCE
1	39.27'	25.00'	90°00'00"	N46°24'17"W	35.36'
2	39.27'	25.00'	90°00'00"	N46°24'17"W	35.36'
3	39.27'	25.00'	90°00'00"	N43°35'43"E	35.36'
4	39.27'	25.00'	90°00'00"	N43°35'43"E	35.36'
5	39.27'	25.00'	90°00'00"	N46°24'17"W	35.36'
6	66.76'	85.00'	45°00'00"	N21°05'43"E	65.06'
7	90.32'	115.00'	45°00'00"	N21°05'43"E	88.02'
8	90.32'	115.00'	45°00'00"	N66°05'43"E	88.02'
9	66.76'	85.00'	45°00'00"	N66°05'43"E	65.06'
10	39.27'	25.00'	90°00'00"	N46°24'14"W	35.36'
11	39.27'	25.00'	90°00'00"	N43°35'43"E	35.36'
12	39.27'	25.00'	90°00'00"	N43°35'43"E	35.36'

Backflow Preventor Table

BLOCK	LOT	PAD ELEV	HIGHEST ADJACENT RIM ELEVATION
1	1	690.25	694.60
1	2	690.50	694.60
1	3	692.25	694.60
1	4	692.50	694.60
1	5	693.50	694.60
1	6	694.75	694.60
1	7	695.50	696.40
2	6	694.50	694.50
2	9	691.50	692.10
2	10	690.50	692.10
3	5	693.50	693.50
3	6	692.50	693.50
3	7	689.95	693.50
3	8	690.50	693.50
3	9	690.75	693.50
3	10	691.50	693.50
3	11	691.75	693.50

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
Mayor _____
Attest: City Clerk _____



SOUTHWEST CORNER SW/4 SECTION 04, T-18-N, R-14-E
BRASS CAP FOUND SW CORNER

DATE OF PREPARATION: FEBRUARY 11, 2016

Villas at Bricktown
CASE NO. PT15-115
DEVELOPMENT NO. 00-000
SHEET 1 OF 3

CONDITIONAL FINAL PLAT
PUD-240

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PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION FOUR (4)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT SELECT HOMESITES, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 88°35'58" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 828.79 FEET TO A POINT AT THE NORTHWEST CORNER OF BRICKTOWN, AN ADDITION TO THE CITY OF BROKEN ARROW, PLAT NO. 5231, COUNTY OF TULSA RECORDS; THENCE SOUTH 1°24'03" EAST, ALONG THE WEST LINE OF SAID BRICKTOWN, FOR A DISTANCE OF 519.25 FEET TO A POINT ON THE NORTHERLY LINE OF BRICKTOWN WEST EXTENDED, A SUBDIVISION IN THE CITY OF BROKEN ARROW, PLAT NO. 5907, COUNTY OF TULSA RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID BRICKTOWN WEST EXTENDED THE FOLLOWING SEVEN (7) COURSES: NORTH 50°01'47" WEST FOR A DISTANCE OF 143.15 FEET; THENCE SOUTH 55°35'35" WEST FOR A DISTANCE OF 290.42 FEET; THENCE SOUTH 32°37'44" WEST FOR A DISTANCE OF 106.32 FEET; THENCE SOUTH 60°49'32" WEST FOR A DISTANCE OF 78.54 FEET; THENCE NORTH 40°38'59" WEST FOR A DISTANCE OF 41.18 FEET; THENCE SOUTH 66°10'21" WEST FOR A DISTANCE OF 142.71 FEET; THENCE SOUTH 57°27'38" WEST FOR A DISTANCE OF 141.13 FEET TO A POINT ON THE WEST LINE RIGHT-OF-WAY LINE OF NORTH OLIVE AVENUE (SOUTH 129TH EAST AVENUE), AS DESCRIBED IN DEED OF DEDICATION, RECORDED IN BOOK 6291, AT PAGE 1853, COUNTY OF TULSA RECORDS; THENCE NORTH 1°24'17" WEST, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 198.07 FEET; THENCE SOUTH 88°35'43" WEST FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 1°24'17" WEST, ALONG SAID WEST LINE, FOR A DISTANCE OF 605.03 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 504,303 SQUARE FEET OR 11,577 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND RESERVES AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "VILLAS AT BRICKTOWN", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "VILLAS AT BRICKTOWN" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID. PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, 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 AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UNDERGROUND SERVICE

1. UNDERGROUND SERVICE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PRIVATE STREETS 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 MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT (5') 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 AND CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN 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 OR CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE 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 SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF 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 WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PRIVATE STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA. NO LOT OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA OR THE CITY OF BROKEN ARROW.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. OTHER USES

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH OLIVE AVENUE 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. FENCE AND LANDSCAPE EASEMENT

THE UNDERSIGNED OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/L" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF VILLAS AT BRICKTOWN. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSE OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE WITHIN THE FENCE AND LANDSCAPE EASEMENT AREAS.

SECTION II. RESERVE AREAS

A. RESERVE AREA 'A'

RESERVE 'A' AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE VILLAS AT BRICKTOWN, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORM WATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNER'S ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS, STORM SEWER FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER HEREBY GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE OF THE SUBDIVISION, AND TO AN REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE 'A' AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF AND IT SUCCESSOR HOMEOWNER'S ASSOCIATION HEREIN COVENANTS WITH THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEFINED WITHIN RESERVE 'A', AND MEETING OR EXCEEDING CITY OF BROKEN ARROW DESIGN SPECIFICATIONS FOR A RESIDENTIAL PUBLIC STREET.

2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET DEPICTED WITHIN RESERVE 'A' WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY FIRE VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS.

SECURE INSPECTION BY THE CITY OF BROKEN ARROW, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BROKEN ARROW, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BROKEN ARROW, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE BROKEN ARROW PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

B. RESERVE AREA 'B'

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREA 'B' AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION, AND FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF UTILITIES.

DETENTION AND DRAINAGE FACILITIES CONSTRUCTED SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREA "B" UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN RESERVE AREA 'B' UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

1. RESERVE AREA 'B' AND THE FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

2. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNER'S ASSOCIATION AGREES TO HOLD THE CITY OF BROKEN ARROW AND OWNER HARMLESS FROM ALL CLAIMS AND DEMANDS AND AGREES THAT THE CITY OF BROKEN ARROW AND OWNER SHALL NOT BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SEE SECTION III FOR ADDITIONAL DETAILS AND REQUIREMENTS.

4. IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN RESERVE AREA 'B' AND FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNER'S ASSOCIATION.

5. IN THE EVENT THE HOMEOWNER'S ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED), WHICH MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; OR THE CITY OF BROKEN ARROW MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

C. RESERVE AREA 'C'

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREA 'C' AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

DETENTION AND DRAINAGE FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

RESERVE AREA 'C' AND THE FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

D. RESERVE AREA 'D'

RESERVE AREA 'D' IS DESIGNATED TO BE USED FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING, FENCING AND UTILITIES. LANDSCAPING AND FENCING IMPROVEMENTS LOCATED THEREON SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

SECTION III. HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNER'S ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE VILLAS AT BRICKTOWN HOMEOWNER'S ASSOCIATION, INC., A NONPROFIT ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION"). THE HOMEOWNER'S ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN THE VILLAS AT BRICKTOWN, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNER'S ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANCE TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNER'S ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNER'S ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNER'S ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNER'S ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNER'S ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNER'S ASSOCIATION MAY HAVE, THE HOMEOWNER'S ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNER'S ASSOCIATION IS FORMED. FROM AND AFTER SAID DATE, THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

THE HOMEOWNER'S ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

G. INDEMNIFICATION OF CITY

THE HOMEOWNER'S ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF BROKEN ARROW, AND ITS AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

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CASE NO. PT15-115
DEVELOPMENT NO. 00-000
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