

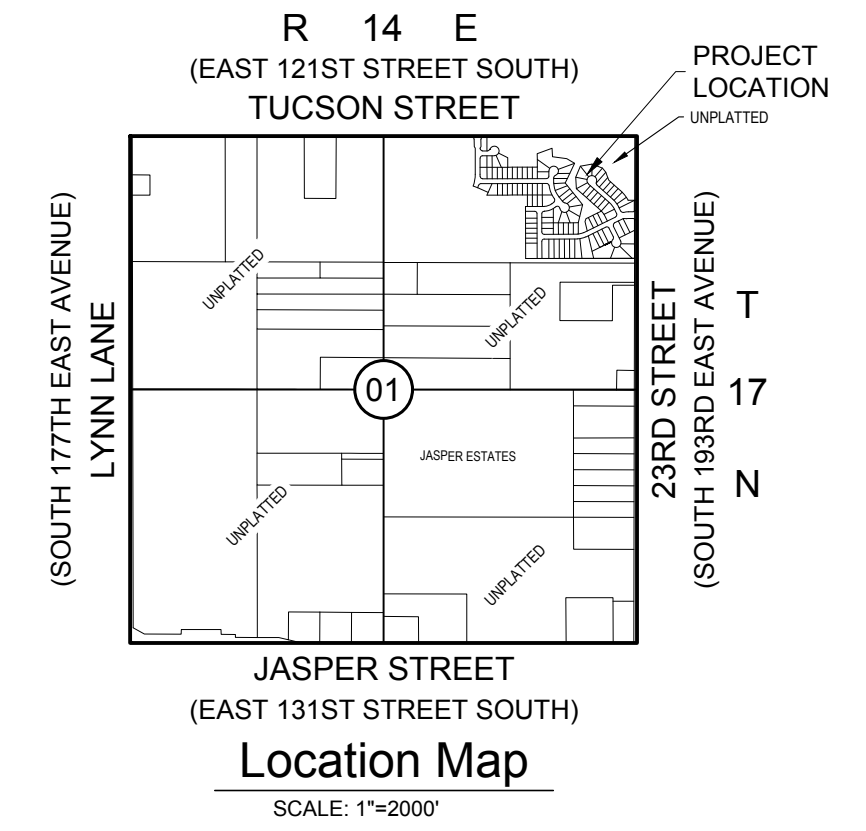
PLAT NO.

CONDITIONAL FINAL PLAT

Tucson Village

PUD 234

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.



OWNER/DEVELOPER

TUCSON VILLAGE, LLC
 1615 EUCALYPTUS AVENUE
 BROKEN ARROW, OK 74012
 PHONE: 918.261.5200
 FAX: 918.299.7787
 ATTN: MR. CHUCK RAMSAY

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
 CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2018
 PO BOX 2136
 SAND SPRINGS, OK 74063
 PHONE: 918.514.4283
 FAX: 918.514.4288

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN
 AS SHOWN ON FIRM PANEL 40145C0457L.
 EFFECTIVE: SEPTEMBER 30, 2016.

LEGEND

- B/L..... BUILDING LINE
- LNA..... LIMITS OF NO ACCESS
- POB..... POINT OF BEGINNING
- POC..... POINT OF COMMENCEMENT
- U/E..... UTILITY EASEMENT
- A/E..... ACCESS EASEMENT
- OD/E..... OVERLAND DRAINAGE EASEMENT
- F & L/E..... FENCE & LANDSCAPE EASEMENT
- DOD..... DEED OF DEDICATION
- TOM..... TRAFFIC CONTROL MEDIAN
- XXXX..... ADDRESSES

SITE DATA

BENCHMARK
 3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED
 "BA 12", SET S.W. OF 121ST ST. AND 193RD E. AVE.
 ELEV = 628.500' (NAVD 1988)

BASIS OF BEARINGS
 ASSUMED BEARING OF N 88°42'11" E ALONG THE NORTH LINE OF
 LOT 1 OF SECTION 1, T-17-N, R-14-E OF THE INDIAN BASE AND
 MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA
 1,596,970 SF ± / 36.66 ACRES ±

MONUMENTATION
 A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED
 "CA6319" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE,
 POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF
 REVERSE CURVE, UNLESS NOTED OTHERWISE.

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

DETENTION DETERMINATION
 DETENTION DETERMINATION NUMBER: DD-091316-13

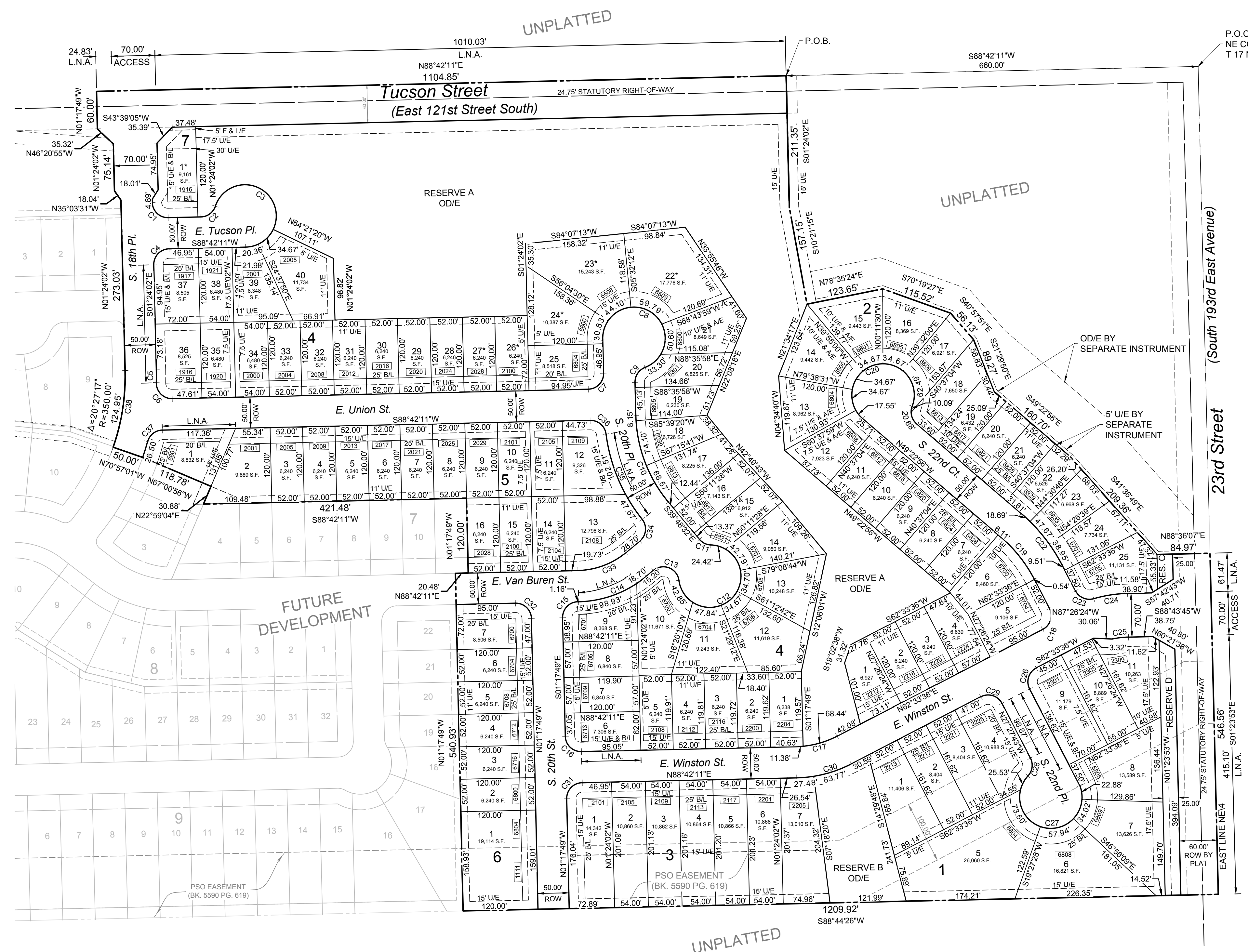
CONTACTS

MUNICIPAL AUTHORITY
 CITY OF BROKEN ARROW
 210 SOUTH 1ST STREET
 BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY 5848 EAST 15TH STREET TULSA, OK 74112 PHONE: 918.631.8293	AEP / PSO 212 EAST 6TH STREET TULSA, OK 74119 PHONE: 918.599.2351
WINDSTREAM TELECOM COMPANY 2300 EAST 1ST PLACE BROKEN ARROW, OK 74012 PHONE: 918.451.3427	COX COMMUNICATIONS 11811 EAST 51ST STREET TULSA, OK 74145 PHONE: 918.286.4658

- PROPOSED GRADING ON LOTS 22, 23, 24, 26 & 27, BLOCK 4 AND LOT 1, BLOCK 7 ENCROACH INTO FEMA 100-YEAR FLOODPLAIN. A FEMA LOMR-F APPROVAL LETTER SHALL BE OBTAINED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- NO SOLID TYPE FENCE, FILL, MATERIAL, RAISED BEDS, OR ANY STRUCTURE SHALL BE PLACED WITHIN FEMA 100-YEAR FLOODPLAIN.



SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE HUNDRED SEVEN (107) LOTS IN SEVEN (7) BLOCKS AND FOUR (4) RESERVE AREAS

BLOCK 1.....3.21 ACRES - 11 LOTS
 BLOCK 2.....4.20 ACRES - 25 LOTS
 BLOCK 3.....1.98 ACRES - 7 LOTS
 BLOCK 4.....7.47 ACRES - 40 LOTS
 BLOCK 5.....2.66 ACRES - 16 LOTS
 BLOCK 6.....1.35 ACRES - 7 LOTS
 BLOCK 7.....0.21 ACRES - 1 LOT

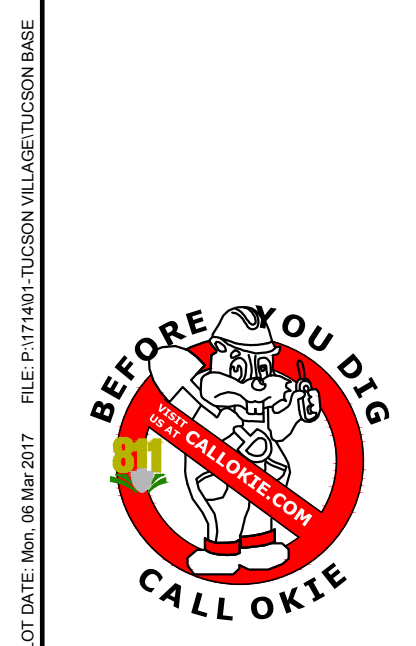
RESERVE A.....6.97 ACRES
 RESERVE B.....0.54 ACRES
 RESERVE C.....0.03 ACRES
 RESERVE D.....0.23 ACRES

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.22'	25.00'	89°53'47"
C2	30.77'	25.00'	70°31'44"
C3	218.63'	50.00'	250°31'44"
C4	39.32'	25.00'	90°06'13"
C5	20.58'	400.00'	02°56'55"
C6	40.51'	25.00'	92°50'41"
C7	39.32'	25.00'	90°06'13"
C8	218.63'	50.00'	250°31'44"
C9	30.77'	25.00'	70°31'44"
C10	150.83'	225.00'	38°24'30"
C11	21.03'	25.00'	48°11'23"
C12	227.27'	50.00'	260°25'56"
C13	53.34'	25.00'	122°14'33"
C14	117.63'	175.00'	98°30'43"
C15	39.36'	25.00'	90°12'19"
C16	39.61'	25.00'	90°46'04"
C17	68.44'	150.00'	26°08'35"
C18	39.27'	25.00'	90°00'00"
C19	86.17'	225.00'	21°56'32"
C20	218.63'	50.00'	250°31'44"
C21	30.77'	25.00'	70°31'44"
C22	105.31'	275.00'	21°56'32"
C23	34.44'	25.00'	78°56'20"
C24	54.91'	208.15'	15°06'55"
C25	26.25'	140.00'	10°44'29"
C26	39.27'	25.00'	90°00'00"
C27	213.88'	50.00'	245°05'25"
C28	30.72'	25.00'	70°24'31"
C29	39.27'	25.00'	90°00'00"
C30	91.26'	200.00'	26°08'35"
C31	39.27'	25.00'	90°00'00"
C32	39.27'	25.00'	90°00'00"
C33	84.02'	125.00'	38°30'43"
C34	38.74'	25.00'	88°47'44"
C35	150.18'	275.00'	31°17'22"
C36	36.64'	25.00'	83°58'55"
C37	32.05'	25.00'	73°26'44"
C38	124.95'	350.00'	20°27'17"

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR
 ATTEST: CITY CLERK



Tucson Village

OWNER/DEVELOPER

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1615 EUCALYPTUS AVENUE
BROKEN ARROW, OK 74012
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PUD 234

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3. TRANSFER OF DUTIES THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2025, BE DEEMED TRANSFERRED TO THE TUCSON VILLAGE HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET FORTH WITHIN SECTION III HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. USE
THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA
1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.

2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

D. MAXIMUM BUILDING HEIGHT
NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY- FIVE FEET IN HEIGHT.

E. GARAGES
WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

F. FOUNDATIONS
ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

G. MASONRY
THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.

H. WINDOWS
WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH
NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

J. ROOFING MATERIALS
ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

K. DRIVEWAYS
DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 8 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.
3. NO FENCES SHALL BE PERMITTED WITHIN THE FLOODPLAIN AREAS AND RESERVES.

M. SEASONAL DECORATIONS
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION
NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES
BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT
NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET.

Y. MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE TUCSON VILLAGE HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

AB. BASKETBALL GOALS
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN TUCSON VILLAGE (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF TUCSON VILLAGE ADDITIONS.

B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT
EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION V. 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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION
THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW AND STAFF, OR ITS SUCCESSORS AND BY THE OWNER/DEVELOPER WHILE AN OWNER OF AT LEAST ONE (1) LOT, AND AFTER THE OWNER/DEVELOPER HAS TRANSFERRED ALL LOTS BY THE OWNER/DEVELOPER OF A MAJORITY OF THE LOTS CONTAINED WITHIN THE SUBDIVISION. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

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: TUCSON VILLAGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2017.

TUCSON VILLAGE LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
CHUCK RAMSAY, PRESIDENT

STATE OF OKLAHOMA)
) SS

COUNTY OF _____)
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2017, BY CHUCK RAMSAY, PRESIDENT OF TUCSON VILLAGE, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, ERIC ROLLSTON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "TUCSON VILLAGE" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

ERIC ROLLSTON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1761

STATE OF OKLAHOMA)
) SS

COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2017, PERSONALLY APPEARED ERIC ROLLSTON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2019
COMMISSION NUMBER: 11010522

