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CONDITIONAL FINAL PLAT PUD-220B

THE RESERVE AT ASPEN CREEK

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE I.M., CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED		by the City Oklahoma
Mayor		
Attest: City Clerk	:	

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

THAT THE RESERVE AT ASPEN CREEK, LLC, HEREINAFTER REFERRED TO AS THE "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY—FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

KNOW ALL MEN BY THESE PRESENTS:

THENCE SOUTH 89°54'58" WEST AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 34 A DISTANCE OF 1319.83 FEET;

THENCE NORTH 00°02'01" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF WATERLOO WAY, AN ADDITION TO THE CITY OF BROKEN ARROW (PLAT NO. 5633); THENCE CONTINUING NORTH 00°02'01" WEST AND ALONG THE WEST LINE OF SAID WATERLOO WAY A DISTANCE OF 1624.58 FEET:

THENCE NORTH 85°27'23" WEST A DISTANCE OF 6.35 FEET: THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 157.50 FEET, AN ARC DISTANCE OF 131.60 FEET, A CENTRAL ANGLE OF 47°52'25", A CHORD BEARING OF SOUTH 70°36'24" WEST AND A CHORD DISTANCE OF 127.80 FEET;

THENCE SOUTH 46°40'12" WEST A DISTANCE OF 283.11 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 445.67 FEET, AN ARC DISTANCE OF 152.26 FEET, A CENTRAL

ANGLE OF 19°34'28", A CHORD BEARING OF SOUTH 56°27'26" WEST AND A CHORD DISTANCE OF 151.52 FEET; THENCE SOUTH 23°45'20" EAST (A RADIAL BEARING) A DISTANCE OF 92.63 FEET; THENCE SOUTH 78°22'35" EAST A DISTANCE OF 51.39 FEET;

THENCE SOUTH 31"18'02" EAST A DISTANCE OF 52.67 FEET; THENCE SOUTH 12°19'30" WEST A DISTANCE OF 84.61 FEET:

THENCE SOUTH 52°04'29" WEST A DISTANCE OF 151.98 FEET;

THENCE SOUTH 11°35'14" WEST A DISTANCE OF 144.08 FEET; THENCE SOUTH 33°12'06" WEST A DISTANCE OF 62.87 FEET;

THENCE SOUTH 01°43'12" EAST A DISTANCE OF 41.31 FEET;

THENCE SOUTH 44°47'14" EAST A DISTANCE OF 30.71 FEET; THENCE SOUTH 85°14'36" EAST A DISTANCE OF 44.51 FEET;

THENCE NORTH 60°58'20" EAST A DISTANCE OF 88.96 FEET;

THENCE SOUTH 90°00'00" EAST A DISTANCE OF 63.61 FEET;

THENCE SOUTH 59°50'25" EAST A DISTANCE OF 67.58 FEET;

THENCE SOUTH 26°36'45" EAST A DISTANCE OF 119.18 FEET; THENCE SOUTH 00°12'34" EAST A DISTANCE OF 169.19 FEET;

THENCE SOUTH 52°35'12" WEST A DISTANCE OF 46.46 FEET;

THENCE SOUTH 09°43'46" WEST A DISTANCE OF 145.45 FEET;

THENCE SOUTH 13°08'50" EAST A DISTANCE OF 130.87 FEET;

THENCE SOUTH 21°39'03" WEST A DISTANCE OF 69.32 FEET; THENCE SOUTH 67°32'06" WEST A DISTANCE OF 112.78 FEET;

THENCE SOUTH 00°05'02" EAST A DISTANCE OF 55.42 FEET, TO A POINT THAT IS 60.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE/4):

THENCE NORTH 89°54'58" EAST A DISTANCE OF 386.70 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS 531,752 SQUARE FEET OR 12.2073 ACRES, MORE OR LESS.

THE BEARING OF SOUTH 89°54'58" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 34. TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN AS DESCRIBED IN THE DEED OF RECORD WAS USED AS THE BASIS OF BEARING FOR

THE OWNER HAS CAUSED THE TRACT TO BE SURVEYED, STAKED. PLATTED AND SUBDIVIDED INTO LOTS AND BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE ADDITION AS THE RESERVE AT ASPEN CREEK, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND 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 OWNERS OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS

SECTION I: UTILITIES AND EASEMENTS

- A. EASEMENTS. UTILITY EASEMENT:
- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL UNDERGROUND 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 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 RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER. NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES. PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- 2. WATERLINE AND SANITARY SEWER EASEMENTS: THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "SS/E" OR "SANITARY SEWER EASEMENT" OR "WL/E" OR "WATERLINE EASEMENT" OR "WLSS/E" OR "WATERLINE AND SANITARY SEWER EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL UNDERGROUND WATERLINES AND SANITARY SEWERS TOGETHER WITH ALL FITTINGS, INCLUDING THE PIPES, VALVES, FIRE HYDRANTS, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE SAID EASEMENTS MENTIONED IN THIS SECTION FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE SERVICE PROVIDER OF UTILITY SERVICE HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY INCLUDING TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS 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, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING ACROSS AND ALONG ALL "SS/E" OR "SANITARY SEWER EASEMENT" OR "WL/E" OR "WATERLINE EASEMENT" OR "WLSS/E" OR "WATERLINE AND SANITARY SEWER EASEMENT" DEPICTED ON THE PLAT. USES AND PURPOSES AFORESAID TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE "SS/E" OR "SANITARY SEWER EASEMENT" OR "WL/E" OR "WATERLINE EASEMENT" OR "WLSS/E" OR "WATERLINE AND SANITARY SEWER EASEMENT" DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER. NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- B. ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, SANITARY SEWER, STORM SEWER AND GAS SERVICE. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED WITHIN PUBLIC STREETS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW. OVERHEAD POLE AND UNDERGROUND LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED WITHIN AND/OR IN THE UTILITY EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES AS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH

- UNDERGROUND SERVICE CABLES OF ANY TYPE, CABLE TELEVISION, ELECTRIC, WATER, TELEPHONE, SANITARY SEWER AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE ADDITION MAY BE RUN FROM THE NEAREST AVAILABLE WATER, SEWER, 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 TELEVISION, ELECTRIC, TELEPHONE 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.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS, SEWER AND ANY OTHER SERVICES, INCLUDING WHERE APPLICABLE THE CITY, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS ACROSS DRIVES AND PARKING AREAS 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, WATER, GAS OR OTHER FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE OWNER SHALL BE RESPONSIBLE FOR THE REASONABLE 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, WATER, SEWER, SANITARY SEWER OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, INCLUDING, BUT NOT LIMITED TO, REPLACEMENT OR REPAIR OF DAMAGE CAUSED BY WEATHER OR OTHER ACTS OF NATURE, 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.
- WITHIN THE UTILITY EASEMENTS AND AREAS DESCRIBED IN THIS PARAGRAPH B AND DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF THE UTILITIES DESCRIBED HEREIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID UTILITIES SHALL BE PROHIBITED.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE UTILITIES DESCRIBED IN THIS PARAGRAPH B, INCLUDING THE CITY WHERE APPLICABLE AND EACH SUPPLIER'S SUCCESSOR, AND THE OWNER OF THE LOT OR PARCEL. FOR ITSELF AND FOR ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.
- 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 STREETS AND EASEMENTS. NO LOT OR PARCEL OWNER(S) 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 ANY LOT OR PARCEL. THE FOREGOING COVENANTS, SET FORTH IN THIS PARAGRAPH C, SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- OWNER RESPONSIBILITY WITHIN EASEMENTS: THE OWNER OF THE LOTS OR PARCEL SHALL BE RESPONSIBLE FOR THE REASONABLE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE EASEMENTS ON THE LOT OR PARCEL IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER. SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

SECTION II. DEVELOPMENT STANDARDS

PERMITTED USES:

DEVELOPMENT WILL BE IN ACCORDANCE WITH THE ZONING ORDINANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA AND REQUIREMENTS OF THE RM MULTIFAMILY DISTRICT, EXCEPT AS MODIFIED HEREIN

MAXIMUM NUMBER OF DWELLINGS UNITS: MINIMUM OPEN LIVABILITY SPACE PER DWELLING UNIT: 1200 SQ. FT. MAXIMUM DWELLING UNITS PER BUILDING: EXTERIOR BUILDING MATERIAL OF THE CLUBHOUSE, MULTIFAMILY MINIMUM MASONRY EXTERIOR FINISH: BUILDINGS, GARAGES AND ACCESSORY BUILDINGS (EXCLUDING DOORS AND WITH CEMENT FIBER MATERIAL. MAXIMUM BUILDING COVERAGE: 40% OF NET LOT AREA MAXIMUM BUILDING HEIGHT: 45 FT.

MAXIMUM STORIES: MINIMUM BUILDING PERIMETER SETBACKS:* FROM ADJOINING STREET R-O-W 35 FT. FROM THE 100 YEAR FLOOD PLAIN 30 FT. FROM THE WEST PROPERTY LINE AND NOT WITHIN 30 FEET OF THE 100 YEAR FLOOD PLAIN 25 FT. FROM EASTERNMOST BOUNDARY 70 FT. MINIMUM OPEN COVERED PARKING STRUCTURE PERIMETER SETBACKS:* FROM ADJOINING STREET R-O-W 35 FT. FROM WEST BOUNDARY 5 FT. FROM EAST BOUNDARY 50 FT.

*(PORCHES, OVERHANGS, AND BALCONIES MAY EXTEND A MAXIMUM OF 5 FT. INTO A REQUIRED PERIMETER BUILDING AND LANDSCAPE EDGE SETBACKS; AIR CONDITIONING CONDENSING UNITS MAY BE LOCATED IN THE BUILDING OR LANDSCAPE EDGE SETBACK PROVIDED THEY ARE SCREENED FROM PUBLIC RIGHT OF WAYS BY LANDSCAPING MATERIALS).

20 FT.

220'

**OPEN COVERED PARKING STRUCTURES MAY BE WITHIN 5 FT. MINIMUM OFF-STREET PARKING SPACES: ONE BEDROOM UNIT 1.5 SPACES TWO OR THREE BEDROOM UNIT 2.0 SPACES

BUILDING AND GARAGE DESIGN STANDARDS: MAXIMUM BUILDING LENGTH: MAXIMUM LENGTH OF UNBROKEN ROOFLINE

MINIMUM SETBACK BETWEEN BUILDINGS:**

BUILDING DESIGN STANDARDS COVER PARKING STRUCTURE DESIGN STANDARD:

OTHER BULK AND AREA REQUIREMENTS:

BUILDING PLANS AND ELEVATIONS SHALL BE PER BUILDING EXHIBITS A, B, & COVERED PARKING STRUCTURES SHALL BE IN ACCORDANCE WITH EXHIBIT B AND LOCATIONS SHOWN ON EXHIBIT A OF PUD22B. STRUCTURES SHALL BE LIMITED TO NO MORE THAN 6 SPACES IN A ROW. THE ROOF COLOR SHALL BE SIMILAR TO AND BLEND WITH THE BUILDING ROOF COLOR. AS REQUIRED WITHIN AN RM DISTRICT

MULTIFAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES

WINDOWS)SHALL BE AT THE APPROXIMATE MINIMUM PERCENTAGE (65%, 20% OR 0%) OF BRICK/STONE AS REFLECTED IN THE BUILDING ELEVATIONS IN EXHIBIT B AND THE SITE PLAN (EXHIBIT C) OF PUD 220B. THE REMAINDER OF EXTERIOR BUILDING WALLS SHALL BE CONSTRUCTED

SURVEYOR'S NOTARY PUBLIC STATE OF OKLAHOMA

OKLAHOMA NO. 1613

CERTIFICATE OF SURVEY

MINIMUM LANDSCAPE EDGE:

EAST BOUNDARY

SCREENING FENCE:

TO WEST TUCSON STREET.

NORTH AND SOUTH BOUNDARY

WEST BOUNDARY (ADJACENT TO RESERVE B)

OWNER'S CERTIFICATE AND DEDICATION

THE RESERVE AT ASPEN CREEK LLC

OWNER'S NOTARY PUBLIC

STATE OF OKLAHOMA

COUNTY OF _____

RICK GRIFFIN, OWNER/MANAGER

NOTARY PUBLIC:_____

RANDALL A. MANSFIELD, PROFESSIONAL LAND SURVEYOR

SECTION III. ENFORCEMENT, DURATION, AND SEVERABILITY

LAND WITHIN THE ADDITION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW.

VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THE ______DAY OF

COUNTY OF _____

BEFORE ME. THE UNDERSIGNED. A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THE _____ DAY OF __ APPEARED RANDALL A. MANSFIELD 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 SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

LANDSCAPING THROUGHOUT THE PLANNED UNIT DEVELOPMENT, SHALL MEET THE REQUIREMENTS OF SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE EXCEPT AS HEREIN

MODIFIED. REQUIRED PARKING AREA LANDSCAPE ISLANDS MAY BE MODIFIED TO PROVIDE STRIPED ACCESS AISLES LOCATED NEXT TO WALKWAYS THAT CONNECT TO BREEZEWAYS.

IN THE EVENT OF A TREE SURVEY ESTABLISHING THE NUMBER OF EXISTING TREES HAVING NOT LESS THAN A 3 INCH CALIPER AND LOCATED ON THE ADJACENT CITY OF

BROKEN ARROW PROPERTY, WITHIN 300 FEET OF THE WEST BOUNDARY OF THE SITE, A CREDIT NOT EXCEEDING 25% OF THE TREES OTHERWISE REQUIRED BY THE BROKEN

ARROW ZONING ORDINANCE, SHALL BE PERMITTED. AT LEAST 50% OF THE TREES INSTALLED ON THE SITE SHALL BE 3 INCHES OR LARGER IN CALIPER AT THE TIME OF

INSTALLATION. IF ANY OF THE TREES ON THE SITE. AS WELL AS THOSE ON THE ADJACENT CITY OF BROKEN ARROW PROPERTY, FOR WHICH CREDIT IS REQUESTED, SHOULD FAIL

O FT. TO PARKING AND OPEN COVERED PARKING STRUCTURES

AN ARCHITECTURAL OPEN METAL FENCE WITH MASONRY COLUMNS AND/OR WALLS SHALL BE PROVIDED ALONG THE NORTH AND SOUTH BOUNDARY AND MAY BE LOCATED IN THE

LANDSCAPE EDGE. THE MAXIMUM CONTINUOUS LENGTH OF THE ARCHITECTURAL OPEN METAL FENCE OR WALLS SHALL BE 80 FEET. AN OPAQUE FENCE OF AT LEAST 6 FEET IN

VEHICULAR ACCESS TO AND FROM THE PLANNED UNIT DEVELOPMENT WILL BE PROVIDED BY ONE POINT OF ACCESS TO WEST ASPEN CREEK DRIVE AND ONE POINT OF ACCESS

A. THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL COVENANTS AND RESTRICTIONS WHICH SHALL

COVENANTS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, 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, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS

SHALL BE AUTOMATICALLY EXTENDED AND REMAIN SIMILARLY ENFORCEABLE FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN

B. IN THE EVENT THE UNDERSIGNED OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY

OWNERS OF THE LAND WITHIN THE ADDITION IT IS AGREED, WITH APPROVAL OF THE CITY OF BROKEN ARROW, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE

OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN THE ADDITION, THE BENEFICIARIES

OF THE COVENANTS AS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW

OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES

FOR THE VIOLATION THEREOF, INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGMENT OR OTHER ACTION SHALL NOT AFFECT THE

APPEARED RICK GRIFFIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS

I, RANDALL A. MANSFIELD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY

DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

OWNER/MANAGER. 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

SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS THE RESERVE AT ASPEN CREEK, AN

ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE ON THE GROUND AND MEETS OR

IN WITNESS WHEREOF, THE RESERVE AT ASPEN CREEK LLC. AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT ON THIS

OR IN PART; PROVIDED, HOWEVER, SUCH COVENANTS AND RESTRICTIONS MAY BE AMENDED OR MODIFIED AT ANY TIME BY A MAJORITY VOTE OF THE THEN OWNERS OF THE

RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON AND ENFORCEABLE BY THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, BY THE BENEFICIARIES OF THE

HEIGHT SHALL BE PROVIDED ALONG THE EAST BOUNDARY AND MAY BE LOCATED IN THE LANDSCAPE EDGE, ALL BRACING AND METAL POSTS SHALL BE INSTALLED ON THE

INSIDE PART OF THE FENCE. NO SCREENING FENCE SHALL BE REQUIRED ALONG THE WEST BOUNDARY EXCEPT AS REQUIRED FOR SAFETY RAILINGS AT RETAINING WALLS.

A PROPOSED NORTH ENTRANCE SIGN AND A SOUTH ENTRANCE SIGN SHALL BE IN COMPLIANCE WITH THE SIGN PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE.

OR BE REMOVED. THESE TREES SHALL BE REPLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING ORDINANCE.

35 FT.

10 FT.

25 FT. TO BUILDINGS

NOTARY PUBLIC:_____ MY COMMISSION EXPIRES:_____

> OWNER / DEVELOPER THE RESERVE AT ASPEN CREEK, LLC SMC CONSULTING ENGINEERS, P.C. DODSON-THOMPSON-MANSFIELD, PLLC 610 TOWSON AVENUE FORT SMITH, ARKANSAS 72902 PHONE: 479-783-5191 CONTACT: RICK GRIFFIN EMAIL: rick.griffin@gpfsm.com

EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ______, 2015.

ENGINEER 815 W MAIN STREET OKLAHOMA CITY, OKLAHOMA 73106 PHONE: 405-232-7715 CA# 464 / EXPIRES 6-30-15 CONTACT: MUHAMMAD A. KHAN. P.F. EMAIL: muhammad.khan@smcokc.com

SURVEYOR 20 N F 38TH STREET OKLAHOMA CITY, OKLAHOMA 73105 PHONE: 405-601-7402 CA# 6391 / EXPIRES 6-30-16 CONTACT: RANDALL A. MANSFIELD EMAIL: randy@dtm-ok.com

MY COMMISSION EXPIRES:_____

CASE NO: PT15-107 DEVELOPMENT NO: PUD 220B DATE OF PREPARATION: MAY 25, 2015

Sheet: 2 of 2