

Conditional Final Plat

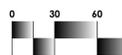
PUD-269

Reserve at Aspen Ridge

PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER (W/2 E/2 SE/4) OF SECTION FOUR (4),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



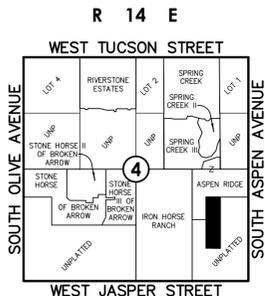
NORTH



Scale: 1" = 60'
Tanner Consulting

LEGEND

- B/L BUILDING LINE
- CB CHORD BEARING
- CD CHORD DISTANCE
- Δ DELTA ANGLE
- DOC DOCUMENT
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- 1/2" ADDRESS ASSIGNED
- SET MONUMENT (SEE NOTE # 2)
- FOUND MONUMENT



Location Map

Scale: 1" = 2000'



SUBDIVISION CONTAINS:

NINETEEN (19) LOTS
IN TWO (2) BLOCKS
WITH TWO (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 9.112 ACRES

OWNER:
Stone Horse Development, L.L.C.

AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: BRIAN DOYLE
EMAIL: BRIAN@SIMMONSHOMES.COM
12150 E. 96th Street N. Suite 200
Owasso, Oklahoma 74055
Phone: (918) 376-6533

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	25.21'	25.00'	57°46'09"	N27°15'09"E	24.15'
2	257.91'	50.00'	295°32'17"	N88°22'05"E	53.33'
3	25.21'	25.00'	57°46'09"	N30°30'59"W	24.15'

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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - A. FOUND BRASS CAP AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 4;
 - B. FOUND 1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 4;
 THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°45'58" WEST.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH CHESTNUT AVENUE, A PUBLIC STREET.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. AN ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION HDD 70215-18.
- EACH DWELLING WITHIN RESERVE AT ASPEN RIDGE WILL FEATURE STATE-OF-THE-ART FIRE SPRINKLER SYSTEMS COMPLIANT WITH NATIONAL FIRE PROTECTION ASSOCIATION STANDARD NFPA 13R, AND AS MAY BE AMENDED. THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.

Pad Elevation Table

BLOCK	LOT	PAD ELEVATION	HIGHEST ADJACENT RIM ELEVATION
1	1	632.00	635.90 *
1	2	634.50	637.00 *
1	3	632.20	636.30 *
1	4	628.40	636.30 *
1	5	624.40	627.70 *
1	6	620.00	627.70 *
1	7	617.00	622.30 *
1	8	615.70	619.70 *
1	9	613.40	617.60 *
2	1	610.00	617.50 *
2	2	618.70	621.00 *
2	3	618.70	621.00 *
2	4	619.30	623.70 *
2	5	619.30	623.70 *
2	6	628.30	630.10 *
2	7	628.30	630.10 *
2	8	636.40	638.60 *
2	9	636.40	638.60 *
2	10	633.60	648.20 *

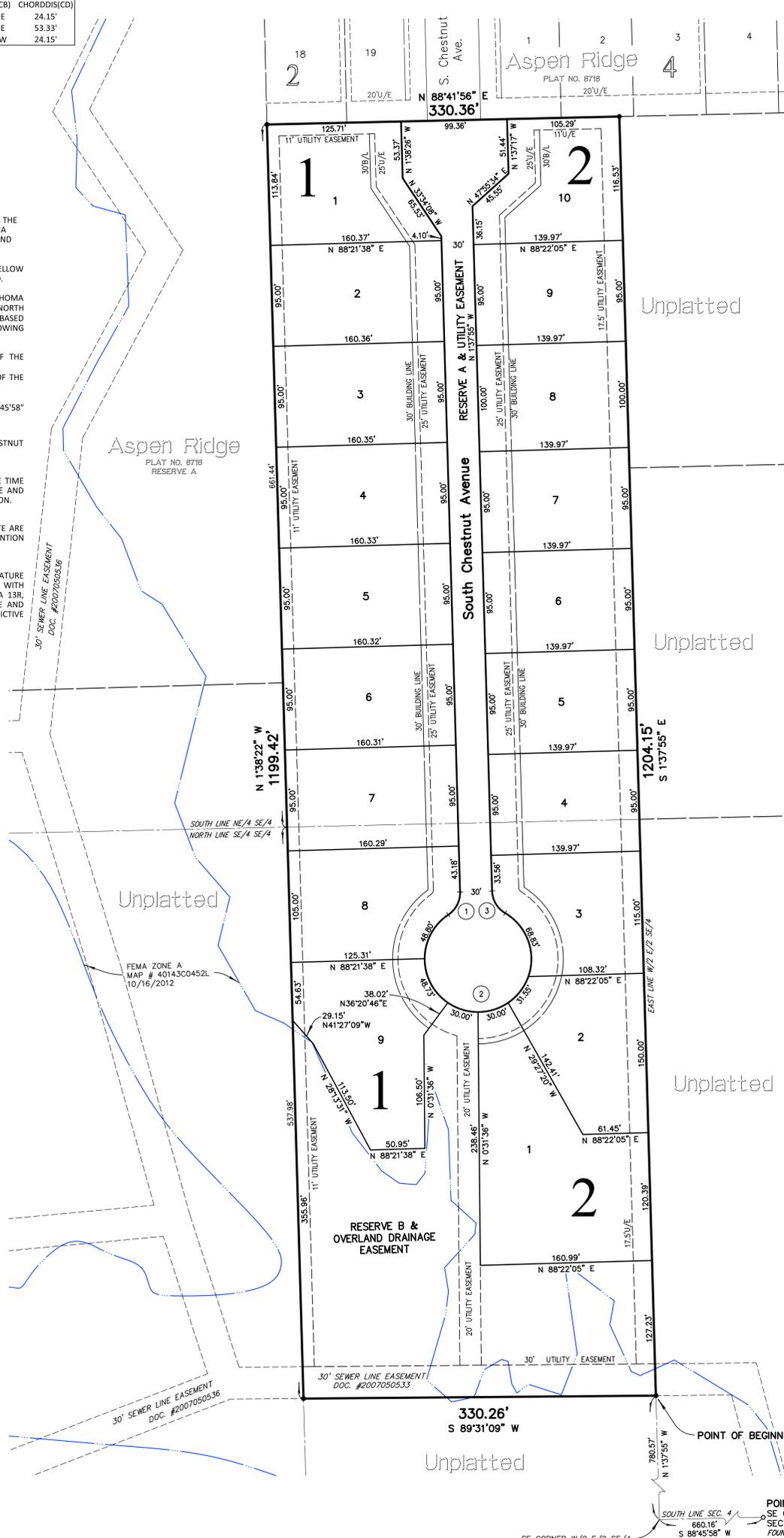
* DENOTES LOTS THAT REQUIRE BACKFLOW PREVENTION

Benchmark 1

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "542", SET SOUTHEAST OF THE INTERSECTION OF E 121ST ST S AND S 145TH E AVE.
(366994.652N, 2614820.011E)
ELEVATION = 670.66 (NAVD 88)

Benchmark 2

SPIKE FOUND IN WEST SIDE OF POWER POLE APPROX 2' ABOVE GROUND LOCATED ON THE WEST SIDE OF S 145TH E AVE AND APPROX 490' NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, T 17 N, R 14 E.
(364241.20N, 2614838.76E)
ELEVATION = 650.27 (NAVD 88)



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

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PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER (W/2 E/2 SE/4) OF SECTION FOUR (4),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER (W/2 E/2 SE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) 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 SOUTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 88°45'58" WEST AND ALONG THE SOUTH LINE OF THE SE/4 OF SECTION 4, FOR A DISTANCE OF 660.16 FEET TO THE SOUTHEAST CORNER OF SAID W/2 E/2 SE/4; THENCE NORTH 1°37'55" WEST AND ALONG THE EAST LINE OF THE W/2 E/2 SE/4, FOR A DISTANCE OF 780.57 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 30 FOOT WIDE SANITARY SEWER LINE EASEMENT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°31'09" WEST AND ALONG THE SOUTH LINE OF SAID EASEMENT, FOR A DISTANCE OF 330.26 FEET; THENCE NORTH 1°38'22" WEST FOR A DISTANCE OF 1199.42 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 18, BLOCK 2, "ASPEN RIDGE" A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6716); THENCE NORTH 88°41'56" EAST AND ALONG THE SOUTH LINE BLOCK 2 AND THE SOUTH LINE OF BLOCK 4, SAID "ASPEN RIDGE", FOR A DISTANCE OF 330.36 FEET TO A POINT ON THE EAST LINE OF THE W/2 E/2 SE/4; THENCE SOUTH 1°37'55" EAST AND ALONG SAID EAST LINE FOR A DISTANCE OF 1204.15 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 396,915 SQUARE FEET OR 9.112 ACRES.

(THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 4;
- (2) 1/2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 4;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°45'58" WEST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "RESERVE AT ASPEN RIDGE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER, 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, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW.

SECTION I. STREETS AND UTILITY EASEMENTS

A. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE 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, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING 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/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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, OR LANDSCAPING WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5' PERIMETER UTILITY EASEMENTS ALONG THE SUBDIVISION BOUNDARIES. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED ONLY BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS 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 UTILITY EASEMENTS.

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 EACH LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (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 SAID STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UTILITY FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B CONCERNING ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES

1. EACH LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF EACH LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND OWNERS OF EACH LOT OR RESERVE AREA AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT, OR AS PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF 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 LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA 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, EASEMENTS, AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY THE NECESSARY INSTALLATION OR MAINTENANCE OF THE UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. SIDEWALKS

1. SIDEWALKS SHALL BE CONSTRUCTED ALONG THE STREET FRONTAGE OF EACH LOT BY THE LOT OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. WITHIN RESERVE A, A SIDEWALK WILL BE CONSTRUCTED BY THE OWNER/DEVELOPER ALONG THE EAST SIDE OF THE ENTRANCE STREET THROUGH THE PEDESTRIAN GATE TO THE WESTERLY LINE OF LOT 10, BLOCK 2, AND A SIDEWALK WILL BE CONSTRUCTED BY THE OWNER/DEVELOPER ALONG THE STREET ADJACENT TO RESERVE B.

H. OVERLAND DRAINAGE EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL, NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENT ON, OVER, AND ACROSS RESERVE B, DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PROVIDING EQUIPMENT ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF THE FEMA FLOODPLAIN AND OVERLAND DRAINAGE AREAS LOCATED WITHIN SAID EASEMENT, BY THE OWNER THEREOF OR ITS DESIGNATED CONTRACTOR.

2. DRAINAGE FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND ALL SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

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

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

SECTION II. RESERVE AREAS

A. RESERVE A

1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN RESERVE AT ASPEN RIDGE, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING OR WALLS, SIGNAGE AND ENTRY FEATURES, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION IV.

HEREOF FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION, AND MAINTENANCE OF THE PRIVATE STREETS, STORM SEWER FACILITIES, AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT.

2. THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO THE 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 RESPONSE, AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

3. THE OWNER, FOR ITSELF, ITS SUCCESSORS, AND THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV, HEREOF, HEREBY 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:

a. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE A, AND MEETING OR EXCEEDING CITY OF BROKEN ARROW DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET, NOTWITHSTANDING GATES, SECURE ENTRY SYSTEMS, AND RIGHT-OF-WAY WIDTHS.

b. 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.

c. 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 LICENSED 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 ENGINEERING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

B. RESERVE B

RESERVE B IS DESIGNATED TO BE USED AS PRIVATE RECREATION, OPEN SPACE, UTILITIES, AND UNINHIBITED ACCESS TO THE FEMA FLOODPLAIN AND OVERLAND DRAINAGE AREAS FOR ROUTINE INSPECTION AND MAINTENANCE BY THE OWNER THEREOF, OR THE OWNER'S DESIGNATED CONTRACTOR, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVE B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT.

C. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREAS TO THE ASSOCIATION.

2. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO MAINTAIN SUCH RESERVE AREA, INCLUDING ONLY THE PRIVATE STREETS AND STORMWATER DRAINAGE FACILITIES, AS SPECIFICALLY REQUIRED HEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE THE INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF.

3. IN THE EVENT THE OWNER OF SAID RESERVE AREA FAILS TO PAY THE COST OF 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 IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND THE OWNER OF SUCH RESERVE AREA AS SPECIFICALLY PROVIDED HEREIN. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; AS AN ALTERNATIVE TO SUCH LIEN, THE CITY OF BROKEN ARROW OR THE BROKEN ARROW ENGINEERING AND CONSTRUCTION DEPARTMENT 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. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

4. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BROKEN ARROW NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

Conditional Final Plat

PUD-269

Reserve at Aspen Ridge

PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER (W/2 E/2 SE/4) OF SECTION FOUR (4),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication and Restrictive Covenants Continued

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, RESERVE AT ASPEN RIDGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 269) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 8 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON JANUARY 16, 2018; AND

WHEREAS, PUD NO. 269 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON DECEMBER 21, 2017 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JANUARY 16, 2018; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 269 FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HERINAFTER SET FORTH.

A. GENERAL

RESERVE AT ASPEN RIDGE SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-3 DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS OTHERWISE NOTED HEREIN.

B. DEVELOPMENT STANDARDS

1. **AREA:** 9.112 ACRES

2. PERMITTED USES:

THOSE USES PERMITTED AS A MATTER OF RIGHT IN RS-3 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE INCLUDING, BUT NOT NECESSARILY LIMITED TO DETACHED SINGLE-FAMILY DWELLINGS, LANDSCAPED FEATURES, SECURE ENTRANCES, RESERVE AREAS, PRIVATE RECREATION, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

3. LOT REGULATIONS:

MAXIMUM NUMBER OF LOTS: 20 LOTS

MINIMUM LOT WIDTH: 70 FT *

MINIMUM LOT SIZE: 8,000 SF

4. **MAXIMUM BUILDING HEIGHT:** 35 FT **

5. OFF-STREET PARKING:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

6. MINIMUM YARD SETBACKS:

FRONT YARD: 25 FT
REAR YARD: 20 FT
SIDE YARD: 5 FT & 10 FT ***

* LOTS WITH CUL-DE-SAC TURNAROUND FRONTAGE ARE EXEMPT FROM LOT-WIDTH REQUIREMENTS, PROVIDED THE SAME SHALL MAINTAIN NOT LESS THAN 30' OF FRONTAGE AND MEET THE MINIMUM LOT AREA REQUIREMENT.

** ARCHITECTURAL FEATURES SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND TO A MAXIMUM HEIGHT OF 45 FEET, HOWEVER, NO HABITABLE PORTION OF ANY DWELLING SHALL EXCEED THE 35' LIMITATION.

*** A MINIMUM OF FIFTEEN (15) FEET OF SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.

7. 100-YEAR FLOODPLAIN:

ALL LOTS USED FOR DWELLING PURPOSES SHALL BE LOCATED OUTSIDE OF THE FEMA-DESIGNATED 100-YEAR FLOODPLAIN. A PLATTED RESERVE AREA SHALL CONTAIN ALL OF THE 100-YEAR FLOODPLAIN AND SHALL BE SUBJECT TO THE USE AND DEVELOPMENT REGULATIONS OF THE FD DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE.

8. STREETS:

STREETS WITHIN RESERVE AT ASPEN RIDGE SHALL BE PRIVATE, AND WILL BE PLACED WITHIN A THIRTY (30) FOOT-WIDE RESERVE AREA FOR PRIVATE STREET RIGHT-OF-WAY, AND SHALL MAINTAIN A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BROKEN ARROW FOR MINOR RESIDENTIAL STREETS, WITH THE EXCEPTION OF RIGHT-OF-WAY WIDTH. ACCESS INTO THE SUBDIVISION WILL BE FROM SOUTH ASPEN AVENUE, VIA PUBLIC STREETS PLATTED WITHIN ASPEN RIDGE. MAINTENANCE OF PRIVATE STREETS WITHIN THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE MANDATORY HOMEOWNERS' ASSOCIATION.

9. SIGNS:

ONE (1) SUBDIVISION ENTRANCE SIGN SHALL BE PERMITTED, NOT TO EXCEED THIRTY-SIX (36) SQUARE FEET IN SIZE OR SIX (6) FEET IN HEIGHT, IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

10. FENCING:

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE LIMITED TO WOOD PRIVACY, ORNAMENTAL IRON, DECORATIVE WALLS, OR COMBINATION THEREOF. NO BARBED WIRE, MESHED, OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE ESTABLISHED PURSUANT TO THE SUBDIVISION PLAT. NO INTERIOR FENCING OR WALLS SHALL BE CONSTRUCTED WITHIN THE RESERVE AREA THAT WOULD OBSTRUCT THE NATURAL OVERLAND FLOW OF DRAINAGE ALONG THE FLOODPLAIN AREAS.

11. LIVABILITY SPACE:

LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.D OF THE BROKEN ARROW ZONING CODE.

12. SPRINKLER SYSTEMS:

DUE TO THE LENGTH OF THE CUL-DE-SAC STREET, ROUGHLY 960 FEET, AND TO FURTHER ENHANCE SAFETY AND INSURANCE RATING, EACH DWELLING WITHIN RESERVE AT ASPEN RIDGE WILL FEATURE STATE-OF-THE-ART FIRE SPRINKLER SYSTEMS COMPLIANT WITH NATIONAL FIRE PROTECTION ASSOCIATION STANDARD NFPA 13R, AND AS MAY BE AMENDED.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN "RESERVE AT ASPEN RIDGE" (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS, PRIVATE STREETS, AND OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNER SHALL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

C. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

D. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF PRIVATE STREETS, RESERVE AREAS, AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

E. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION V. ENFORCEMENT, AMENDMENT OR TERMINATION, DURATION, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS, AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS AND UTILITY EASEMENTS, SECTION II. RESERVE AREAS, AND SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND III., 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 IV. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE OWNER/DEVELOPER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSE HEREBY, THE OWNER/DEVELOPER OR ITS SUCCESSORS, GRANTEEES, OR ASSIGNS OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY COVENANT OR RESTRICTION TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. IN ANY JUDICIAL ACTION BROUGHT BY THE OWNER/DEVELOPER, HOMEOWNERS' ASSOCIATION, OR AN OWNER OF A LOT, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS AND UTILITY EASEMENTS, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, AMENDMENT OR TERMINATION, DURATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL 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. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 269 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK. THE COVENANTS WITHIN SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH TIME AS IT OWNS ANY LOT OR PARCEL IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION. SO LONG AS THE OWNER/DEVELOPER OWNS ANY LOT IN THE SUBDIVISION, ANY AMENDMENT TO OR TERMINATION OF THE COVENANTS CONTAINED WITHIN SECTIONS I., II., III., IV., OR V. MUST BE APPROVED IN WRITING BY THE OWNER/DEVELOPER. THE OWNER/DEVELOPER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE TO BE FORMED BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS PLAT. AN AMENDMENT OR TERMINATION SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

C. 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 SOONER TERMINATED OR AMENDED AS HEREIN PROVIDED.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR 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, STONE HORSE DEVELOPMENT, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2018.

STONE HORSE DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
DANIEL RUHL
MANAGER

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 _____, 2018, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, LLC TO THE FOREGOING INSTRUMENT AS ITS MANAGER 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 CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, 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 "RESERVE AT ASPEN RIDGE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, 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 OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2018.



BY: _____
DAN E. TANNER,
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

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 _____, 2018, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC