



**City of Broken Arrow**  
**Meeting Agenda**  
**Planning Commission**

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

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**Thursday, March 12, 2026**

**5:30 PM**

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

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A. [26-385](#) Approval of Planning Commission meeting minutes of February 26, 2026
- B. [26-340](#) Approve LOT-002528-2025, Daniel & April Glowacki, Lot Split 1.14 acres, 1 lot to 2 lots, RMH (Residential Manufactured Home), approximately one-half mile south of Dearborn Street (41st Street) and one-half mile east of 37th Street (209th East Avenue)
- C. [26-386](#) Approval of PR-000101-2022 | PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)
- D. [26-387](#) Approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)
- E. [26-399](#) Approval of PR-000910-2026|PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

- F. [26-401](#) Approval of PR-000689-2024|PT-002681-2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, RS-C (Single-Family Residential - Compact), located one-quarter mile south of East Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)

**5. Consideration of Items Removed from Consent Agenda**

**6. Public Hearings**

- A. [26-400](#) Public hearing, consideration, and possible action regarding BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS-P, one-quarter mile south of Omaha Street 51st Street), west of 37th Street (209th E. Avenue)

**7. Appeals**

**8. General Commission Business**

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

**10. Adjournment**

**NOTICE:**

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

**A paper copy of this agenda is available upon request.**

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 26-385, **Version:** 1

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**Broken Arrow Planning Commission  
03-12-2026**

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

Approval of Planning Commission meeting minutes of February 26, 2026

**Background:** Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** 02 26 2026 Planning Commission Minutes

**Recommendation:** Approve minutes of Planning Commission meeting held February 26, 2026.

**Reviewed By:** Rebecca Blaine

**Approved By:** Rocky Henkel



**City of Broken Arrow**  
**Planning Commission**  
**Minutes**

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

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

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**Thursday, February 26, 2026** **5:30 p.m.** **Council Chambers**

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**1. Call to Order**

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

**2. Roll Call**

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

**3. Old Business - NONE**

**4. Consideration of Consent Agenda**

- A. 26-332 **Approval of Planning Commission meeting minutes of February 12, 2026**
- B. 26-311 **Approval of LOT-002648-20290, Aequitas Lot Split, 1 lot to 2 lots 11.72 acres, RS (Residential Single-Family) and RM (Residential Multifamily) to AG (Agricultural), CG (Commercial General) via PUD-002281-2025 and BAZ-002280-2025, located approximately just south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue)**

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne  
**Move to Approve Consent Agenda**

The motion carried by the following vote:

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

**5. Consideration of Items Removed from Consent Agenda**

**6. Public Hearings**

- A. 26-315 **Public hearing, consideration, and possible action regarding PUD-002627-2026 (Planned Unit Development), minor amendment to PUD-000725-2023, 15.59 acres, AG (Agricultural) to CG (Commercial General) and PUD-000725-2023 via BAZ-000724-2023, located one-half mile north of New Orleans Street (101st Street), one-half mile west of 9th Street (177th E. Avenue/Lynn Lane Road)**

Mackenzie Hackett, Staff Planner, presented Item 26-315. This item is a public hearing for consideration of PUD-002627-2026, a minor amendment to a previously approved PUD for 15.59 acres rezoned from agricultural to commercial general in May 2023 to allow expansion of an existing major utility facility. Because the use is not permitted in the CG district without a PUD or specific use permit, the original PUD established screening requirements, allowing the existing fence to remain and requiring any new or replacement fencing to meet the zoning ordinance standard of eight feet in height, with razor or barbed wire permitted. The applicant now requests to reduce the minimum fence height from eight feet to six feet. The property is not located within the 100-year floodplain, though the floodplain lies immediately to the east. Staff recommends approval based on the site’s location and surrounding land uses.

Mike Thedford, Wallace Design Collective, stated that the applicant agrees with the staff recommendation and is requesting the fence height reduction to match the existing six-foot fencing around the utility facility. Commissioners confirmed that the only proposed change is reducing the required height from eight feet to six feet. Mr. Thedford explained that while security is a consideration, the facility already has six-foot fencing topped with razor wire, which has functioned effectively for years, and newer slatted fencing has improved its appearance. Commissioners expressed that requiring a mix of eight-foot and six-foot fencing would be inconsistent and unnecessary, noting that matching the existing six-foot fence is reasonable and practical.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa  
**Move to Approve Item 26-315 PUD-002627-2026 (Planned Unit Development), minor amendment to PUD-000725-2023, 15.59 acres, AG (Agricultural) to CG (Commercial General) and PUD-000725-2023 via BAZ-000724-2023, located one-half mile north of New Orleans Street (101st Street), one-half mile west of 9th Street (177th E. Avenue/Lynn Lane Road)**

The motion carried by the following vote:

**Aye: 5 -**

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**B. 26-326**

**Public hearing, consideration, and possible action regarding PUD-002644-2026 (Planned Unit Development) Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, generally located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)**

Mackenzie Hackett, Staff Planner, presented Item 26-326. This item is a public hearing for PUD-002644-2026, a major amendment to PUD 306 for Elysian Fields 3, involving 53.55 acres at the southeast corner of Tucson Street and Garnett Road. The property was rezoned in June 2020 from agricultural to single-family residential preservation under PUD 306. The amendment proposes three changes: increasing the maximum number of dwelling units from 182 to 186, allowing for potential future development of a 2.05-acre commercial area at the corner of Tucson and Garnett, and requiring arterial sidewalks only along Tucson Street, with internal sidewalks and future commercial frontage sidewalks to be provided as development occurs. Any commercial development would require a future comprehensive plan amendment and additional zoning approvals, and a separate sidewalk waiver request would also be required. The property is designated Level 2 Urban Residential in the Comprehensive Plan, which supports RSP zoning, and a portion of the 100-year floodplain lies along the western edge. Staff recommends approval based on the Comprehensive Plan, site location, and surrounding land uses.

Nathan Cross, on behalf of the applicant, explained that the primary reason for the amendment is a change to the FEMA floodplain map. Improvements made along Hakey Creek in Bixby have shifted the 100-year floodplain westward, opening additional buildable area on the west side of the property. As a result, the applicant is requesting an increase of up to four additional lots, though he indicated the realistic number may be closer to three pending final engineering.

He also clarified that the amendment acknowledges the possibility of future commercial development at the hard corner of Tucson and Garnett. However, that corner remains largely within the 100-year floodplain and would require significant fill and improvements before development could occur. Additionally, Garnett Road serves as the boundary with Bixby, and any widening or infrastructure improvements would involve coordination beyond Broken Arrow. At the same time, Tucson is expected to be widened through bond funding. He emphasized that there is no current plan to develop the commercial corner and that any such proposal would require future public meetings and approvals. The intent is to preserve the option, consistent with the City's preference for commercial uses at major intersections.

Regarding sidewalks, Mr. Cross questioned whether sidewalks already exist along the developed portion of the property.

Commissioners clarified that sidewalks already exist along the developed portion of the property, and the applicant confirmed that additional sidewalks would extend through the site and be required with any future commercial development at the hard corner. No escrow would be required now, as sidewalk improvements at the corner would be addressed as part of any future commercial project.

Discussion also addressed the floodplain change, with the applicant explaining that the updated FEMA flood map, resulting from downstream improvements in Bixby, reduced the floodplain area rather than a formal letter of map revision initiated by the applicant. Commissioners confirmed that staff had received documentation supporting the revised floodplain boundary.

Finally, commissioners confirmed that the requested increase to "up to 186" lots sets a maximum, meaning if final engineering results in fewer than four additional lots, no further amendment would be required as long as the total does not exceed 186 units.

Bryan Weisman, 11831 East 121st Street, who owns property north of the large retention pond near the development, expressed concern about the requested increase in lot count. He explained that the neighborhood was originally proposed as RS-4 zoning, but after public input, the developer withdrew that request and instead pursued a PUD that allowed more lots. He stated that phases two and three established a maximum number of lots, and he believes the current amendment seeks to exceed that agreed scope. While he would have preferred RS-3

zoning, his primary request is that the PUD remain consistent with the previously approved maximum lot count rather than allowing additional units.

Commissioners clarified that the proposed PUD amendment involves three changes: increasing the maximum lot count from 182 to 186, modifying sidewalk requirements, and acknowledging potential future commercial use at the corner. Mr. Weisman reiterated his concern that the original PUD reduced density after strong public input and argued that increasing the lot count now moves back toward higher density. He acknowledged the number of additional homes would be small but felt the City had already granted significant relief, particularly regarding sidewalk requirements, and that density should remain at 182.

Commissioners noted the increase would apply only to the remaining undeveloped portion and likely involve three or four additional homes made possible by the reduced floodplain area on the west side. Staff explained that the additional lots result from newly buildable land due to the updated floodplain boundary, and that all existing design standards, lot sizes, and setbacks would remain unchanged. Commissioners discussed whether to cap the number below 186. Still, they agreed to allow the applicant to clarify expected final lot counts during engineering, emphasizing that the amendment sets a maximum rather than a guaranteed total.

Staff read four emailed comments from nearby residents opposing the proposal, primarily expressing concern about potential future commercial development at the corner of Tucson and Garnett and its impacts on traffic, noise, refuse, and neighborhood character. Commissioners clarified that the Comprehensive Plan currently designates the area as Level 2 Urban Residential and does not show commercial at that corner, meaning any future commercial use would still require a Comprehensive Plan amendment and rezoning. Members discussed whether including the commercial designation within the PUD now effectively signals support for a plan change and concluded that the commercial component could be removed from the amendment and addressed separately in the future if pursued.

Discussion then focused on density and the requested increase from 182 to up to 186 lots. The applicant explained that the additional lots are made possible by the updated FEMA floodplain boundary, which created more buildable area on the west side of the property. Commissioners debated whether the density calculation under the PUD is directly comparable to standard RS-3 zoning. They noted that the increase represents only three or four additional homes in the remaining undeveloped portion. The applicant maintained that the overall density remains within acceptable limits and does not exceed RS-3 standards.

The board also examined whether homes could realistically be constructed outside the floodplain while meeting setback requirements, with the applicant confirming that the displayed layout is conceptual but based on engineering analysis showing the lots are feasible. Finally, commissioners raised concerns about sidewalk requirements along the future commercial corner, noting consistency with prior projects that required escrows when sidewalks could not yet be constructed. The applicant agreed that establishing an escrow for future sidewalk construction would not be an issue, acknowledging that building a sidewalk now may not be feasible due to floodplain constraints.

**MOTION: A motion was made by Jason Coan, seconded by Robert Goranson Move to Approve Item 26-326 PUD-002644-2026 (Planned Unit Development) Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, generally located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue) with modifications – allow the increase in dwelling units from 182 to 186, deny the acknowledgement of future commercial on the hard corner, and allow escrow for the sidewalks along Garnett Road and Tucson Street**

The motion carried by the following vote:

**Aye: 3 -** Jonathan Townsend, Jason Coan, Robert Goranson  
**Nay: 2 -** Mindy Payne, Jaylee Klempa

**C. 26-316 Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).**

Jose Jimenez, Planner II, presented Item 26-316. This item is a public hearing for PUD 002519-2025 and BAZ 002633-2026 for Aspen Creek Villas, involving 90.33 acres north of Tucson Street and east of Olive Avenue. The request would rezone the property from commercial heavy to single-family residential compact (RSC) and amend PUD 307 to allow up to 415 homes with minimum lot widths of 52 feet, minimum lot sizes of 6,000 square feet, and 20-foot front and rear setbacks. The development standards are largely consistent with the City's new RSC zoning district, which permits smaller lots in exchange for dedicating at least

15% of the site as open space. Because the property borders the Creek Turnpike, 80 feet of right-of-way must be dedicated along the north boundary for a future frontage road at platting, along with any additional required easements.

The development outline states that no final plat may be approved until funding for the widening of Tucson Street is secured. The April 2026 General Obligation bond includes funding to widen Tucson from Olive to Aspen from two lanes to five, along with sidewalks and related improvements, if approved by voters. Surrounding land uses include the Creek Turnpike and vacant land to the north, multifamily residential to the east, single-family neighborhoods to the south, and open space and golf course land to the west. The site is not located within the 100-year floodplain, and city water and sewer are available. Based on the Comprehensive Plan and surrounding uses, staff recommends approval.

In discussion, it was acknowledged that if the 2026 bond does not pass, the City would need to evaluate alternative funding strategies, similar to situations experienced in other communities. While there is confidence that the bond reflects substantial community input and has strong support, voter approval is not guaranteed, and future steps would depend on broader City discussions if funding were not secured.

Commissioners asked whether approval of the PUD should be contingent upon voter approval of the 2026 General Obligation bond that includes funding for the Tucson Street widening. Staff explained that Tucson Street is a named project in the bond package and is listed first among street improvements, meaning that if voters approve the bond, funding for that project would be secured. The development outline ties the requirement to final plat approval, not the rezoning stage, and staff noted that the project would not reach final plat before the April vote, so that the outcome would be known in advance.

Commissioners also questioned whether the proposed 415 homes could realistically fit on the site while meeting the 15% open space requirement required under RSC zoning. Staff responded that the current layout is conceptual and that detailed compliance with open space and other standards would be fully evaluated during the platting process.

Alan Betchan, AAB Engineering, explained that the Planning Commission previously heard this PUD and was later considered by the City Council, where it failed on a 2–2 vote due primarily to concerns about traffic on Tucson Street and whether approving the proposed number of homes without guaranteed roadway improvements was appropriate. In response to those concerns, the current proposal includes a requirement that funding for the Tucson Street widening be secured before any final plat approval.

He noted that Tucson Street has already been fully designed and was considered shovel-ready as part of the bond package discussions. However, if the bond does not pass, the developer understands that no final plat—and therefore no home construction or sales—can proceed until funding for Tucson is in place. The intent is to allow engineering and project planning to move forward while ensuring protections tied to roadway improvements remain in effect.

Mr. Betchen also acknowledged that the recently adopted RSC zoning standards, including the 15% open space requirement, may affect the final lot count. He stated the applicant is not requesting waivers and understands that if the project cannot achieve 415 lots while complying with all requirements, the total number of homes will be reduced accordingly. The proposal is intended to address prior traffic concerns while remaining consistent with discussions held with staff, neighbors, and council members.

Commissioners questioned how the project would proceed if the 2026 bond funding for the Tucson Street widening did not pass. Mr. Betchen explained that under the proposed PUD language, no final plat could be approved—and therefore no lots sold—until Tucson Street is funded, whether through the bond or another mechanism. He emphasized that this condition was included to address prior City Council concerns about traffic and that moving forward with engineering before the final plat would be at the developer's risk.

Discussion then shifted to the required 15% open space under the RSC zoning, which Mr. Betchen confirmed is binding and not subject to waiver. Compliance would be fully evaluated during platting, and the lot count would adjust if necessary to meet code.

Commissioners raised concerns about the required 80-foot right-of-way dedication along the north boundary for a future frontage, service, or collector road parallel to the Creek Turnpike. They noted that previous discussions in adjacent developments contemplated a continuous service road and questioned why the conceptual plan did not show it. Mr. Betchen responded that the comprehensive plan identifies a collector corridor, but the exact configuration—whether a frontage road, service road, or internal collector—has not yet been finalized and would be determined during platting in coordination with staff. He stated that nothing in the

PUD waives the requirement to provide the collector or necessary right-of-way, but incorporating such a road could significantly alter the layout.

Commissioners also asked about existing billboards along the turnpike frontage, noting they were not depicted on the plan. Mr. Betchen explained that the billboards are subject to private lease agreements and existing entitlements, and their status would need to be addressed during platting. He reiterated that the current PUD amendment aligns with the previously approved comprehensive plan amendment and primarily seeks to address traffic concerns by tying development to Tucson Street funding. At the same time, detailed roadway configuration and related issues would be resolved at the plat stage.

Caralee Ingram, co-owner of Little Links Golf Course west of the site, expressed concerns about the proposed development's potential impacts on her business. While acknowledging that development is occurring throughout the area and that the applicant has revised plans multiple times, she emphasized that unresolved issues remain, particularly related to flooding and downstream drainage.

She stated that the floodplain near the retention pond already affects portions of the golf course, especially the back nine, and additional upstream development could worsen flooding and potentially render some holes unusable. She also referenced broader drainage concerns tied to the Innovation District and other growth pushing water westward, noting that no comprehensive downstream solution has yet been finalized. Traffic congestion along Olive and Tucson was also cited as an ongoing concern.

Ms. Ingram explained that while discussions have occurred with the City, significant coordination across jurisdictions and funding challenges remain. Her primary request was for clearer assurances that drainage and floodplain impacts will be addressed before additional development proceeds, emphasizing that her concerns apply to any project in the area and are focused on protecting her business and property, Little Links Golf Course.

Commissioners confirmed that Ms. Ingram's primary concern is drainage rather than the Tucson bond itself. She emphasized that while the proposed development would not be entirely impervious, the cumulative impact of rooftops and pavement could increase runoff toward Little Links Golf Course, which already functions as a de facto retention area. She expressed concern that additional water could further strain existing infrastructure, including a narrow culvert under 121st Street that she believes is already undersized for current floodplain conditions.

It was noted that development regulations require on-site detention to prevent increases in upstream or downstream runoff, and explained that engineered storage systems can slow release rates and potentially improve existing conditions. Ingram acknowledged that possibility but reiterated that the golf course has experienced repeated flooding and equipment damage and that existing drainage constraints remain unresolved. She stated that her family has met with City officials and engineers to document these concerns and wants assurance that future development will not worsen flooding impacts on their property.

An emailed comment from Shreece Tim, who lives in the 6700 block of South Joshua Avenue, expresses opposition to the proposal. He states that the nearby school is already overcrowded, the existing two-lane road network cannot handle additional traffic, and the stop sign at 121st and Olive is frequently backed up. He believes more housing should not be added in the area, given the current traffic and school capacity conditions.

In rebuttal, Alan Betchen stated that the PUD condition requiring Tucson Street to be funded before final plat approval directly addresses both traffic concerns and drainage issues tied to existing culvert constraints in Tucson. He emphasized that the development will include on-site detention designed to reduce post-development peak runoff to at or below existing conditions, as required by city standards. He noted that a detention facility is specifically planned along the tributary most concerning to Little Links, providing an opportunity for controlled mitigation upstream.

When asked whether the developer had engaged with Little Links, Mr. Betchen indicated there had been prior discussions over the years. However, he could not recall specifics tied to the most recent drainage conversations. He reiterated that engineered detention could potentially improve current conditions compared to leaving the land undeveloped, which provides no formal stormwater controls.

Commissioners questioned whether the project's density had been reconsidered over time. Mr. Betchen responded that multiple concepts had been explored, including commercial and lower-density options, but that attainable housing economics and the site's proximity to a future five-lane arterial and turnpike access support the proposed density. He clarified that the previous

City Council vote failed due to concerns about traffic without a guaranteed Tucson widening, and the current application includes that funding requirement as a material change.

Significant discussion focused on the required 80-foot right-of-way for a frontage or collector road parallel to the Creek Turnpike. Commissioners expressed concern that the conceptual layout did not depict the road or existing billboards, which could materially affect lot configuration. Mr. Betchen confirmed that the comprehensive plan requires the road and that nothing in the PUD waives that obligation. He acknowledged that incorporating the road could change the layout, but maintained it would not materially undermine the project's viability. Staff confirmed the comprehensive plan identifies a frontage road in that location and that the adjacent apartment project dedicated right-of-way for it. Commissioners emphasized their desire to ensure the frontage road and billboard considerations are clearly on the record and addressed during platting, with the applicant affirming that those requirements remain in place and will be resolved at the next stage.

Commissioners expressed concern about the overall density of the project, noting that more than 400 homes in that location feels significant and that they have heard from residents who prefer larger-lot homes rather than additional compact developments. While he acknowledged that higher density near a highway can make planning sense, he emphasized that community feedback has been trending against smaller-lot neighborhoods.

Commissioners stated that the site's proximity to an existing apartment complex supports a housing product of similar intensity rather than larger-lot homes. It was clarified that the concern was not about residential use itself, but specifically about the compact lot sizes. It was confirmed that commissioners do not oppose the property being residential and trust that engineering requirements will address drainage concerns, but wanted to note ongoing community hesitation about continued approval of compact housing developments.

**MOTION: A motion was made by Jason Coan, seconded by Mindy Payne  
Move to Deny Item 26-316 PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).**

The motion carried by the following vote:

**Aye: 2 -  
Nay: 3 -**

Mindy Payne, Jason Coan  
Jonathan Townsend, Jaylee Klempa, Robert Goranson

**MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend  
Move to Table Item 26-316 PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue), to March 26, 2026**

The motion carried by the following vote:

**Aye: 5 -**

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**7. Appeals - NONE**

**8. General Commission Business - NONE**

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

During further discussion, commissioners raised the concept of compensatory storage in relation to building within floodplain areas. Alan Betchen explained that compensatory storage allows a developer to place fill in the floodplain if an equivalent volume of material is excavated elsewhere within the floodplain, maintaining a one-to-one balance below the base flood elevation. He noted that additional floodplain modeling and regulatory approvals, often involving FEMA and potentially the Corps of Engineers, are required. While feasible, the process can take several months and involves significant documentation. Commissioners acknowledged that compensatory storage provides a legal pathway to modify floodplain areas but is a substantial undertaking.

The discussion then shifted to density calculations under the new zoning ordinance. Staff clarified that permitted dwelling unit calculations are based on gross land area, excluding areas designated for non-residential uses, but including residential open space and recreation areas. However, open space must meet specific criteria under Section 3-1-3G and cannot simply consist of unusable floodplain or inaccessible areas; it must be functional and meet defined standards. Commissioners noted that prior zoning approaches may have differed and emphasized the importance of ensuring accurate density comparisons between straight zoning and PUD calculations.

The meeting concluded with reminders about upcoming bond informational meetings and confirmation that no additional remarks were offered before moving toward motions.

**10. Adjournment**

The meeting was adjourned at 7:29 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Jason Coan  
**Move to Adjourn**

The motion carried by the following vote:

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

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary



# City of Broken Arrow

## Request for Action

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**File #:** 26-340, **Version:** 1

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**Broken Arrow Planning Commission  
03-12-2026**

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

Approve LOT-002528-2025, Daniel & April Glowacki, Lot Split 1.14 acres, 1 lot to 2 lots, RMH (Residential Manufactured Home), approximately one-half mile south of Dearborn Street (41<sup>st</sup> Street) and one-half mile east of 37<sup>th</sup> Street (209<sup>th</sup> East Avenue)

**Background:**

**Applicant:** Daniel Glowacki  
**Owner:** Daniel & April Glowacki  
**Developer:** Daniel Glowacki

**Location:** Approximately one-half mile south of Dearborn Street (41st Street) and one-half mile east of 37th Street (209th East Avenue)

**Size of Tract:** Approximately 1.14 acres  
**Number of Lots:** 2 lots  
**Present Zoning:** Residential Manufactured Home  
**Comp Plan:** Level 3 (Transition Area)

LOT-002528-2025 is a request for a lot split. The property is a 1.14-acre tract in Sun City V subdivision. It is zoned RMD (Residential Manufactured Home) and is located approximately one-tenth mile south of East 45<sup>th</sup> Street South, east of S. 216<sup>th</sup> East Avenue.

The proposed lot split would create the following two tracts. ‘Tract F’ being comprised of 0.57 acres/24,888 square feet, and ‘Tract G’ being comprised of 0.57 acres/24,874 square feet. Water is serviced by Rural Water District #4. City sewer service is not available at this location. Applicant will work with ODEQ for septic or aerobic system requirements and permitting.

This lot split was heard by the Technical Advisory Committee on December 9, 2025 where a survey of the property was requested to support the application. According to FEMA maps, this property is located in Zone X, outside the 100-year floodplain.

**Attachments:** Case Map  
Aerial Map  
Original plat  
Proposed Survey

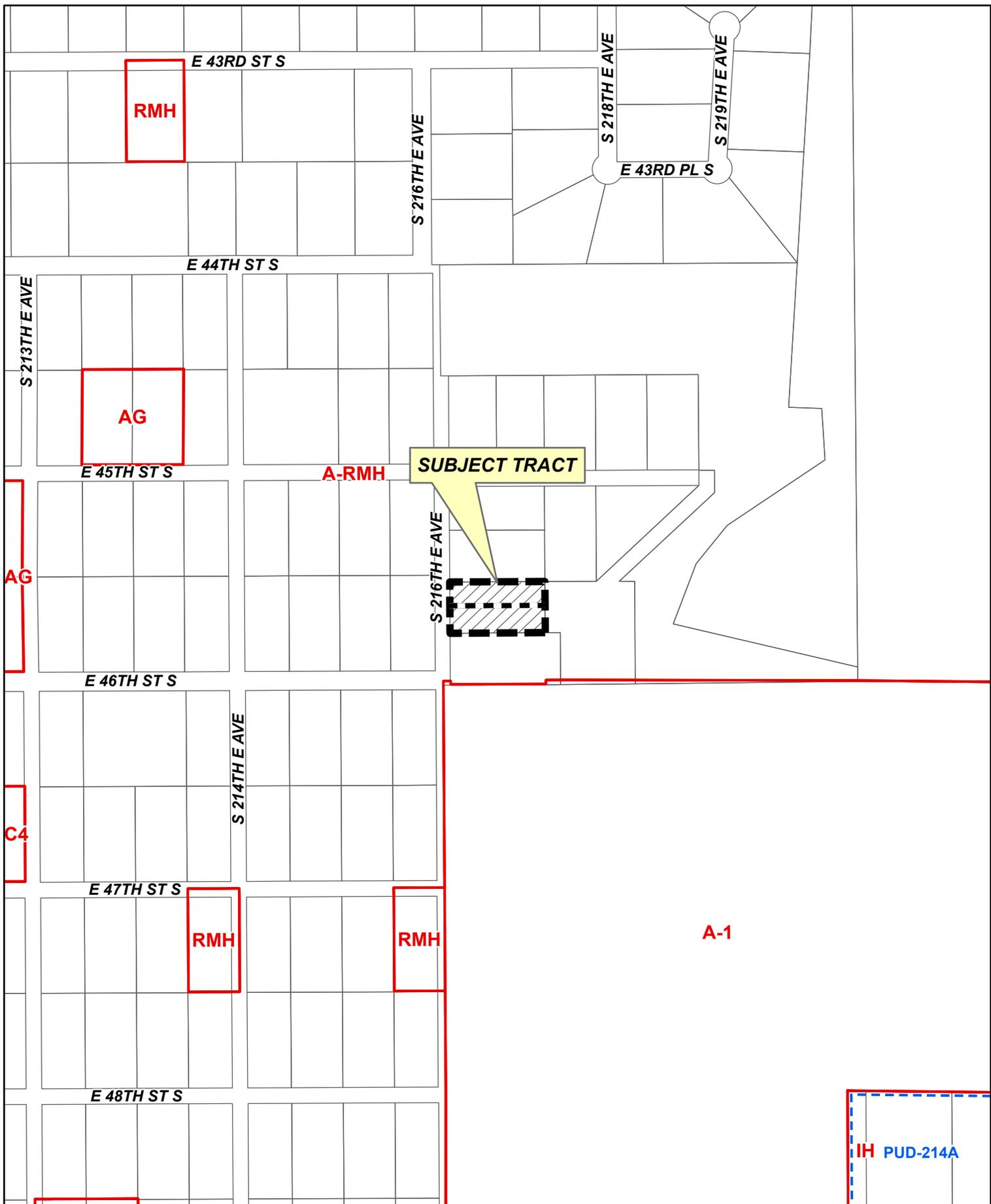
**Recommendation:**

Staff recommends that LOT-002528-2025, Daniel & April Glowacki lot split be approved subject to the following: The warranty deed for each parcel shall be brought to the City of Broken Arrow Planning and Development Division to be stamped prior to being recorded in Wagoner County.

**Reviewed By:** Jane Wyrick

**Approved By:** Rocky Henkel

RLB

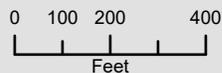


300' Radius



Subject Tract

**LOT-002528-2025**



29 19-15





**SUBJECT TRACT**

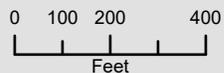


Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2025



Subject Tract

**LOT-002528-2025**



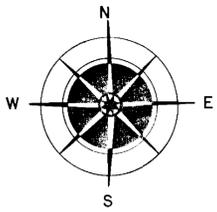
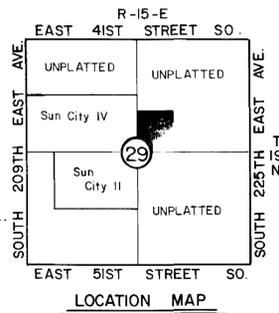
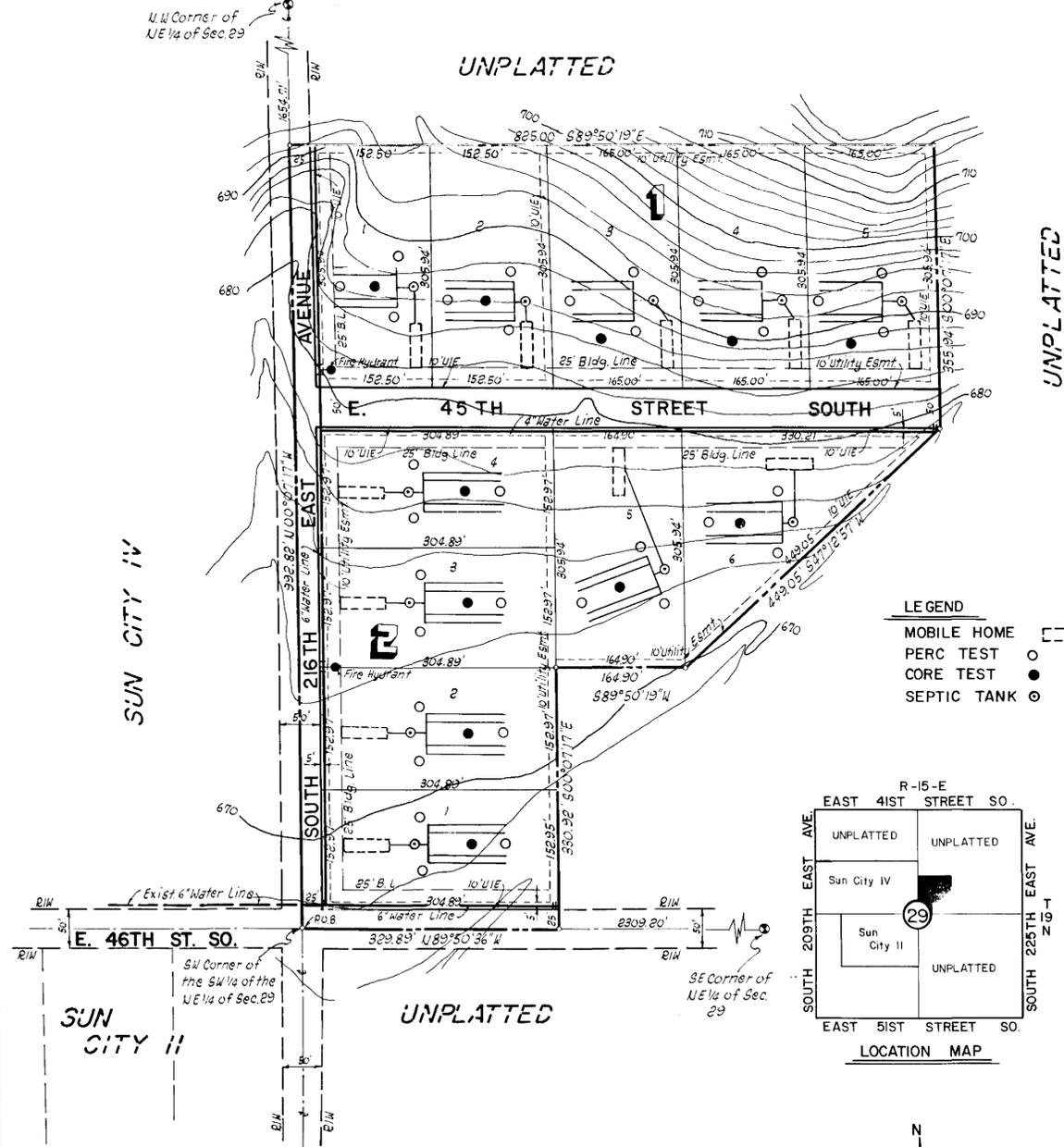
29 19-15



Plat Number 1 #25B  
 SEP 26 1980  
 AT 4:22 O'CLOCK  
 JAMES C. WATTS, County Clerk  
 By *James Watts*

# SUN CITY V

AN ADDITION TO THE CITY OF NEW TULSA, WAGONER COUNTY, OKLAHOMA  
 A SUBDIVISION OF A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, T-19-N, R-15-E



SCALE: 1"=100'

OWNER DEVELOPER:  
**SUNCREST PROPERTIES, INC.**  
 6363 E. 31ST STREET  
 TULSA, OKLAHOMA 74135

ENGINEERS:  
**ENGINEERING CONSULTANTS, INC.**  
 5550 SOUTH LEWIS AVENUE  
 TULSA, OKLAHOMA  
 PH.1-918-749-7968

STATE OF OKLAHOMA )  
 ) SS.  
 COUNTY OF WAGONER )

KNOW ALL MEN BY THESE PRESENTS: THAT SUNCREST PROPERTIES, INC., an Oklahoma corporation, being the sole owner of the following described real property situated in Wagoner County, State of Oklahoma, to-wit:

A tract of land located in the Southwest Quarter (SW 1/4), of the Northeast Quarter (NE 1/4), of Section 29, Township 19 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, being more particularly described as follows:

BEGINNING AT A POINT, said point being the Southwest corner of said 40 acre tract and running thence N 00°-07'-17" W along the West line of said 40 acre tract a distance of 992.82 feet to a point, thence S 89°-50'-19" E a distance of 825.00 feet to a point, thence S 00°-07'-17" E a distance of 333.94 feet to a point, thence S 42°-12'-57" W a distance of 449.05 feet to a point, thence N 89°-50'-19" W a distance of 164.90 feet to a point, thence S 00°-07'-17" E a distance of 330.92 feet to a point in the South line of said 40 acre tract, thence N 89°-50'-36" W along said South line a distance of 329.89 feet to THE POINT OF BEGINNING, said described tract containing 13.88 acres, more-or-less.

heroby certifies that it has caused the same to be surveyed into lots, blocks, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of SUN CITY V, an Addition to the City of New Tulsa, Oklahoma.

DEED OF DEDICATION  
 (Covenants and restrictions are recorded by separate instrument)

The owners hereby dedicate for public use all the streets as shown on the accompanying plat, and do hereby guarantee clear title to all the land so dedicated.

The undersigned owners further dedicate to the public for use forever, easements and right-of-ways as shown on and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including the poles, wire conduits, pipes, valves, meters, and any other appurtenances thereto with the right of ingress and egress to and upon said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets and alleys shown on said plat.

The supplier of electric service, through its proper agents and employees, shall at all times have right of access to the easements shown on the accompanying plat, for the purpose of installing, maintaining, removing, or replacing any portion of the electrical facilities required for proper service.

Except to dwellings on lots which may be served from overhead electric service lines, underground service cables to all dwellings which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such dwelling as may be located upon each said lot; provided that upon the installation of such a service cable to a particular dwelling, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said dwelling.

- NOTES FOR POTABLE WATER MAINS
- All P.V.C. is 1220, A.S.T.H. 2241 for potable water service. N.S.F. approved.
  - Excavator is to check with local authorities and companies for all buried wires and pipes before beginning excavation. Damage to same is excavators responsibility and liability.
  - All materials, methods, equipment and workmanship must meet the requirements of the Oklahoma State Department of Health and Green Country Utility Company of Wagoner County. Before beginning construction, contact Mr. Gene Spradling for instruction. 1-918-663-0211.
  - Air bleeds are required where reverse grades are encountered. Concrete blocking is required per the standards of the water district.
  - Minimum depth of cover 30" over top of pipe.

- NOTES FOR SEPTIC TANK DISPOSAL SYSTEMS
- If depth of tile field will exceed health department standards after finish grading, relocate or install retention boxes to comply.
  - Construction shall be in accordance with Oklahoma Department Health Bulletin No. 600, latest edition.

IN WITNESS WHEREOF, SUNCREST PROPERTIES, INC., being the owner of the SUN CITY V division, which is platted herewith, hereby approve the foregoing Deed of Dedication Conditions, Restrictions and plat this 25th day of September, 1980.

*James Watts*  
 PRESIDENT  
 STATE OF OKLAHOMA, COUNTY OF WAGONER, SS.

Before me, the undersigned Notary Public within and for said County and State, on this 25th day of September, 1980, personally appeared *James Watts* to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

WITNESS my hand and Official Seal the day and year last above written.  
 My commission expires: 5-19-81  
*Gertrude L. Smith*  
 Notary Public (Seal)

SURVEYOR'S CERTIFICATE  
 I, LYNDEN L. BURROW, the undersigned, do hereby certify that I am by profession a Registered Land Surveyor in the State of Oklahoma, and that the plat herewith of SUN CITY V correctly represents a boundary survey made under my supervision on the 25th day of SEPT, 1980.

CERTIFICATE OF COUNTY TREASURER  
 I, *Gene Spradling*, County Treasurer of Wagoner County, Oklahoma do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all ad valorem taxes have been paid to and including 1979 according to the 1979-80 roll.  
 Dated this 25th day of Sept, 1980.  
*Gene Spradling*  
 County Treasurer

HEALTH DEPARTMENT APPROVAL  
 I, *Oscar W. Sparks*, Sanitarian for the Oklahoma State Department of Health, certify that this plat SUN CITY V is approved for construction of individual sewage disposal systems.  
 Date: Sept. 26, 1980  
*Oscar W. Sparks*  
 Sanitarian, Wagoner County Health

ACCEPTANCE OF DEDICATION BY CITY COUNCIL  
 Be it resolved by the Board of Councilmen of New Tulsa, Oklahoma, that the dedications shown on the attached plat of SUN CITY V, are hereby accepted.  
 Adopted by the Board of Councilmen of New Tulsa, Oklahoma, on this 23rd day of September, 1980.  
 Approved by the Chairman of the Board of Councilmen of New Tulsa, Oklahoma, this 23rd day of September, 1980.  
*D.V. Corby*  
 Chairman, New Tulsa City Council

PLANNING COMMISSION APPROVAL  
 I, *Calvin L. Timney*, Chairman of the City of New Tulsa Planning Commission, hereby certify that the said Commission duly approved the annexed map of SUN CITY V on 24th day of September, 1980.  
*Calvin L. Timney*  
 Chairman







# City of Broken Arrow

## Request for Action

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**File #: 26-386, Version: 1**

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**Broken Arrow Planning Commission  
03-12-2026**

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

Approval of PR-000101-2022 | PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)

**Background:**

**Applicant:** TEP, Tim Terral

**Owner:** Homan Homes, LLC

**Developer:** Homan Homes, LLC

**Engineer:** TEP

**Location:** Approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)

**Size of Tract** 4.49 acres

**Number of Lots:** 20

**Zoning:** RM (Residential Multifamily), FD (Floodplain District)/PUD-000737- 2023

**Comp Plan:** Level 3 (Transition Area) and Greenway/Floodplain

PT-002659-2026, the conditional final plat for RoseWood Village proposes 20 lots and six reserve areas totaling approximately 20.49 acres after right of way has been dedicated. This property is located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue).

COMP-000390-2023 was approved by City Council on February 21, 2023. PUD-00737-2023 and BAZ-000735-2023 was approved by City Council on June 5, 2023. PUD-000737-2023 proposes to have up to 30 dwelling units comprising of single-family detached houses on minimum 2,500 sq. ft. individual lots, duplex buildings on minimum 4,000 sq. ft. lots, and four-plex buildings on minimum 3,000 sq. ft. lots.

According to FEMA's National Flood Hazard Layer, a portion of the property is located within the 100-year floodplain. All development will abide by FEMA and City of Broken Arrow floodplain development regulations. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on March 3, 2026. Staff and utility stakeholders had no comments for this review of the Conditional Final Plat.

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**File #: 26-386, Version: 1**

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**Attachments:** Conditional Final Plat and Covenants

**Recommendation:**

Staff recommends approval of PR-000101-2022|PT-002659-2026, Conditional Final Plat for RoseWood Village.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation

9810 E. 42nd St., Suite 100
Tulsa, Oklahoma 74146

Phone: 918.252.9621

Russell K. Fischer, PE, CFM, Senior Project Engineer/Manager
R.Fischer@tulsaengineering.com

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2027

PUD-000737-2023

RoseWood Village

A Resubdivision of all of Lot 3, Block 1 and Reserve B of Creekridge Park, a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

OWNER/DEVELOPER

Rosewood Village Development LLC

12718 East 132nd Street South
Broken Arrow, Oklahoma 74011

(812) 629-8073

Legend

BL = Building Line
LUE = Utility Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped 'CAS31' to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped 'CAS31' to be set at all lot corners after completion of improvements, unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped 'CAS31' to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cut-de-sacs and center of esybrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on the recorded plat bearings of 'Creekridge Park', a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

Benchmark

MAG Nail in Top of Concrete Curb at Point of Curve on South side of West Ft. Worth Street approximately 25' South and 105' East of Centerline of Intersection of South Aspen Avenue and West Ft. Worth Street.
Elevation = 684.96' NAVD-88

Notes

- 1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All new buildings that are served by Sanitary Sewer shall install a backwater device (Backflow Preventer). Installation of these devices and all maintenance thereof shall be at the sole expense of the property owner. Broken Arrow Ordinance No. 3527, Section 24-303.
4. Adopted May 15, 2018. Each lot has been verified to be served by sanitary sewer.
4. All pie-shaped lots meet the minimum lot width at the building setback line.

Stormwater Detention

Stormwater detention accommodations for these plans are provided in accordance with Detention Determination No. D10-110223-83. The proposed development of Rosewood Village will have no adverse impact to downstream properties. Stormwater detention for this project will be provided within the project site.

Lot 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 upon in place of the legal description.

Backflow Preventer Valve Note

All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance shall be at the sole expense of the property owner. Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. All lots require a backflow preventer valve.

FEMA Floodplain Note

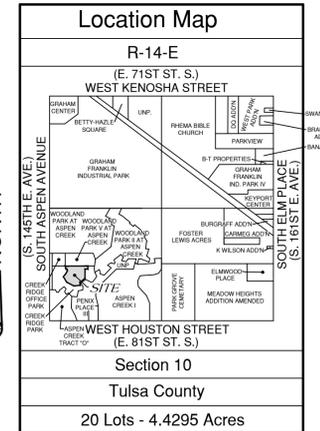
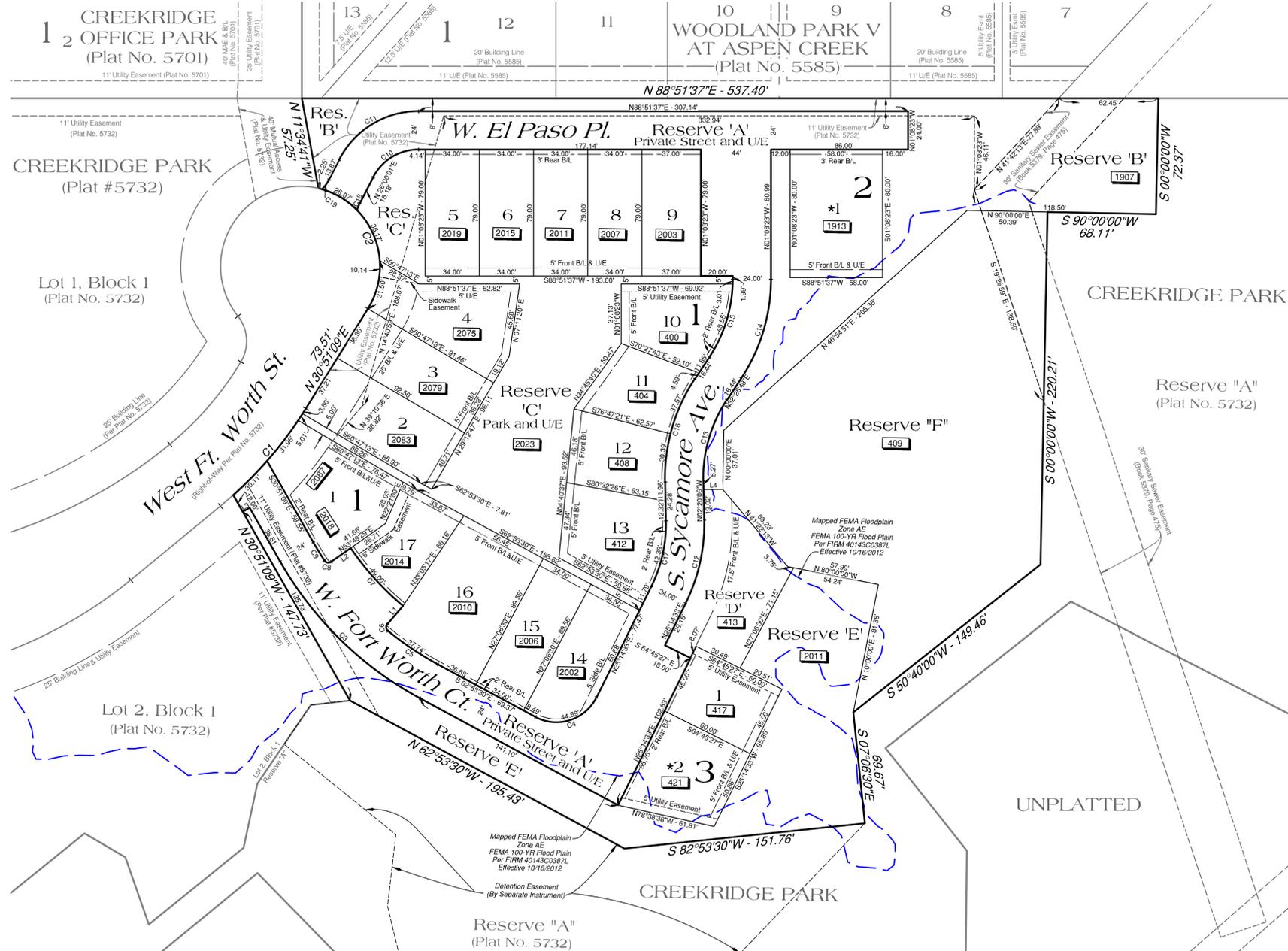
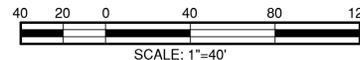
Per the FEMA Flood Map Service Center this property is located within an area having a Zone Designation AE and Zone Designation X on Flood Insurance Rate Map No. 40143C0387L, with an effective date of October 16, 2012, for Community No. 400236, in the City of Broken Arrow, Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which this property is situated.

Curve Table

Table with 5 columns: No., Delta, Radius, Length, Chord Bearing, Chord Length. Contains 19 rows of curve data.

Line Table

Table with 3 columns: No., Bearing, Distance. Contains 4 rows of line data.



Lot Areas table with columns: Lot, Area (S.F.), Reserve, Area (S.F.), Lot, Finish Floor. Includes sub-tables for Block 1, Block 2, and Block 3.

\* Building Permit on LOMR-F Lots
Block 2, Lot 1 and Block 3, Lot 2
Per City of Broken Arrow requirements, no Building Permit shall be issued for said Lots until the Local Floodplain Administrator has determined that said Lots are in compliance with applicable drainage ordinances and regulations.

Street Maintenance Note
The Reserve Area for the private streets does not meet the minimum standards as established in the City of Broken Arrow Engineering Design Criteria for street right-of-way. Due to the noncompliance the streets are ineligible for maintenance by and cannot be dedicated to the City of Broken Arrow.

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

RoseWood Village
COBA Project #PR-000101-2022
PT 03-117/DN 03-156 Sheet 1 of 3
Date of Preparation: January 27, 2026

# RoseWood Village

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 000737-2023

### KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Rosewood Village Development LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

Lot 3, Block 1 and Reserve B, "Creekridge Park", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 192,951 square feet or 4.4295 acres.

The non-astronomic bearings for this survey are based on the recorded plat bearings of "Creekridge Park", a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, private streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ROSEWOOD VILLAGE", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

### SECTION I. EASEMENTS AND UTILITIES

#### 1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, 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/Developer 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 the streets and 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 herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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, fencing, curbing, irrigation and landscaping, or other similar improvements that do not constitute an obstruction.

#### 1.2 Underground Service

1.2.1 Street light poles or standards shall be served by underground cable; all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets as shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television, and gas lines shall be located underground in the easements reserved for general utility services and private streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in 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 said lot, provided that upon the installation of such 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer, or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television, and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television, or gas service facilities so installed by it. The supplier of electric, telephone, and cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on their property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television, or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or their agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television, or gas service.

#### 1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on their lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants, and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, their agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement ways 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 or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

#### 1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across their lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the Rosewood Village Homeowners' Association, LLC.

#### 1.5 Private Streets

1.5.1 Reserve "A" as designated on the accompanying plat is herein designated for use as private streets for the common use and benefit of the owners of lots within "ROSEWOOD VILLAGE" and their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to Rosewood Village Homeowners' Association, LLC, a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision. Maintenance and repair for all storm sewer facilities in Reserve "A" and Reserve "C" will be the responsibility of the Homeowners' Association.

1.5.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable, or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2.5 feet on each side of the utility line, cable, or facility.

1.5.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.5.3.1 The Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty (20) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.

1.5.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle, from free usage of the private streets (Reserve "A").

1.5.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

#### 1.6 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the

event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees, or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and/or respective utility provider shall have the right to remove said fencing, landscaping, trees, or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

#### 1.7 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create, as per the Subdivision Regulations for the City of Broken Arrow, the "Rosewood Village Homeowners' Association, Inc.", an Oklahoma not-for-profit, as outlined in the Restrictive Covenants, Conditions, and Restrictions for ROSEWOOD VILLAGE.

#### 1.8 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the city.

#### 1.9 Flap Gate in Reserve F

The maintenance of the flap gate installed in Reserve F shall be the responsibility of the Rosewood Village Homeowners' Association.

#### 1.10 Restrictive Covenants

Additional Declaration of Covenants, Conditions and Restrictions for ROSEWOOD VILLAGE are filed, as a separate instrument, in the Tulsa County Clerk's office.

### SECTION II. RESERVE AREAS

#### 2.1 Use of Land

##### 2.1.1 Reserve Area "A":

Reserve Area "A" shall contain, but not be limited to, use for private streets, guest parking, landscaping, utilities, signage, and open space, and is reserved for subsequent conveyance to the Homeowners' Association.

##### 2.1.2 Reserve Areas "B" and "C":

Reserve Areas "B" and "C" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, drainage, recreation, utilities, and ingress and egress, and are reserved for subsequent conveyance to the Homeowners' Association.

##### 2.1.3 Reserve Area "D":

Reserve Area "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, clubhouse, overland drainage, stormwater drainage, and ingress and egress, and is reserved for subsequent conveyance to the Homeowners' Association.

##### 2.1.4 Reserve Areas "E" and "F":

Reserve Areas "E" and "F" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, clubhouse, drainage, recreation, overland drainage, stormwater drainage, stormwater detention and appurtenances, utilities, and ingress and egress, and are reserved for subsequent conveyance to the Homeowners' Association.

#### 2.2 All Reserves:

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities, will be the responsibility of the property owner of the reserve.

2.2.2 In the event the property owner of the reserve should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor, may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the property owner of the reserve.

2.2.3 In the event the property owner of the reserve 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 development, provided however, the lien against each residential lot shall be limited to 1/20 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

### SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "ROSEWOOD VILLAGE" was submitted as a planned unit development (entitled PUD No. 000737-2023) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 11, 2023 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 000737-2023 was approved by the Broken Arrow Planning Commission on May 11, 2023 and approved by the City of Broken Arrow City Council, on June 5, 2023; 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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma; 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 hereinafter set forth:

#### 3.1 Development Standards – Single-Family Detached Residential:

3.1.1 Permitted Uses: Single-Family Detached Residential.

3.1.2 Minimum Lot Size 2,500 SF. per unit

3.1.3 Minimum Lot Frontage 30 feet (at Building Line)

3.1.4 Minimum Building Setback from North Boundary 35 feet

3.1.5 Minimum Building Setback from W. Ft. Worth St. 25 feet

3.1.6 Minimum Front Yard 5 feet

3.1.7 Minimum Rear Yard 2 feet

3.1.8 Side Yard 5 feet/5 feet or 0 feet/10 feet\*

\* Minimum building separation is 10 feet

3.1.9 Maximum Building Height 40 feet

#### 3.2 Development Standards - Residential Duplex:

3.2.1 Permitted Uses: Single-Family Detached Residential, Single Family Attached Residential, Residential Duplex.

3.2.2 Maximum Number of Dwelling Units 4 Duplex Dwelling Units (in 2 buildings)

3.2.3 Minimum Lot Size 4,000 SF

3.2.4 Minimum Lot Frontage 50 feet (at Building Line)

3.2.5 Minimum Building Setback from North Boundary 35 feet

3.2.6 Minimum Building Setback from W. Ft. Worth St. 25 feet

3.2.7 Minimum Front Yard 5 feet

3.2.8 Minimum Rear Yard 2 feet

3.2.9 Side Yard 5 feet/5 feet

3.2.10 Maximum Building Height 40 feet

#### 3.3 Development Standards – Four-Plex:

3.3.1 Permitted Uses: Single-Family Detached Residential, Single Family Attached Residential, Residential Duplex and Residential Four-Plex.

3.3.2 Maximum Number of Dwelling Units 8 Four-plex Dwelling Units (in 2 buildings)

3.3.4 Minimum Lot Size 3,000 SF

3.3.5 Minimum Lot Frontage 50 feet (at Building Line)

3.3.6 Minimum Building Setback from North Boundary 35 feet

3.3.7 Minimum Building Setback from W. Ft. Worth St. 25 feet

3.3.8 Minimum Front Yard 5 feet

3.3.9 Minimum Rear Yard 2 feet

3.3.10 Side Yard 5 feet/5 feet

3.3.11 Maximum Building Height 40 feet

#### 3.4 Perimeter Landscape Buffer:

A Landscape Buffer of at least 8 feet in width shall be provided along the north boundary of the development. Within this Landscape Buffer at least one tree shall be planted for every 30 lineal feet of landscape area adjacent to the north boundary, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced.

#### 3.5 Landscaping:

Except as modified herein, landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. Any landscape material which fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the City of Broken Arrow Zoning Ordinance. At least 30% of the development area shall be landscaped open space.

#### 3.6 Fencing:

Any fencing shall be installed by the Developer in accordance with Section 5.2.E of the Zoning Ordinance, and fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review. Any fencing installed by the developer shall be owned and maintained by the Homeowners' Association.

#### 3.7 Private Streets:

The private streets shall be constructed to the City of Broken Arrow street design standards and shall be owned and maintained by the Homeowners' Association. The private streets will be located in a 24' wide reserve area and will have a paving width of 20'. Areas of decorative patterned concrete, or appropriate pavers, may be installed for section(s) of the street, but must meet the City of Broken Arrow street design standards. Any appropriate required variances to the Subdivision Regulations and Engineering Design Criteria will be processed through the City of Broken Arrow Engineering and Construction Department.

#### 3.8 Sidewalks:

Sidewalks will be constructed along the perimeter public street, West Fort Worth Street, and the interior portion of the project, but not along the internal private streets. There will be an internal network of sidewalks and trails that will provide a well-integrated and interconnected pedestrian circulation system. Sidewalks shall be provided in accordance with the City of Broken Arrow Subdivision Regulations; however, it is acknowledged that variances to the widths and locations of the sidewalks can be requested from the City of Broken Arrow Engineering and Construction Department.

#### 3.9 Drainage:

Stormwater drainage will be handled in accordance with the City of Broken Arrow design standards.

#### 3.10 Platting:

No building permit shall be issued until the planned unit development project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, setting forth the development standards of the planned unit development, which will be enforceable by the City of Broken Arrow.

### SECTION IV. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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 hereinafter set forth.

#### 4.1 Use of Land:

4.1.1 All lots within ROSEWOOD VILLAGE shall be known and described as residential lots, and shall be used only for single-family, duplex and four-plex residences.

4.1.2 Reserve Area "A" shall contain, but not be limited to, use for private streets, guest parking, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserve "A" shall be the responsibility of the Homeowners' Association.

4.1.3 Reserves "B", "C" and "E" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, stormwater detention, clubhouse, utilities, and ingress and egress and for maintenance purposes and is reserved for subsequent conveyance to the Rosewood Village Homeowners' Association. The maintenance of Reserves "B," "C" and "E" shall be the responsibility of the Homeowners' Association.

4.1.4 Reserve Area "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, clubhouse, overland drainage, stormwater drainage, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

4.1.5 Reserve Area "F" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, drainage, recreation, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

RoseWood Village

Date of Preparation: January 27, 2026

Sheet 2 of 3

- 4.2 Lot Fronting
- 4.2.1 Block 1: Each dwelling in Lot 1, shall front Reserve "C" on the north of the lot; Lots 2, 3 & 4, shall front on Reserve "C" on the east of the lot; Lots 5, 6, 7, 8, & 9 shall front Reserve "C" on the south of the lot; Lots 10, 11, 12, & 13, shall front Reserve "C" on the west of the lot; Lots 14, 15, 16 & 17, shall front Reserve "C" on the north of the lot.
- 4.2.2 Block 2: Dwellings in Lot 1, shall front Reserve "B" on the south of the lot.
- 4.2.3 Block 3: Dwellings in Lots 1 & 2, shall front Reserve "E"
- 4.3 Architectural Covenants:
- 4.3.1 No lot owner shall allow or permit the conversion of any space to living area or space, (i.e. converting porches or garages to living space.)
- 4.3.2 No Dwelling or other structure shall be constructed on any Lot which has not been approved by the Owner/Developer or to such person or entity as assigned by the Owner/Developer, including but not limited to the Association.
- 4.4 Window Treatments and Window-mounted Heating and Air Units:
- No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, blankets, or towels, or other purposes, and all window treatments for all Dwellings and other building and improvements within the Development shall conform to the rules and regulations established by the Architectural Committee. No window-mounted heating or air-conditioning units shall be permitted within the Development.
- 4.5 On-site Construction:
- No existing or off-site built structure shall be moved onto or placed on any lot.
- 4.6 Outbuildings/Storage Buildings:
- Outbuildings and/or storage buildings are prohibited.
- 4.7 Swimming Pools/Spas/Hot Tubs:
- All swimming pools, spas, and hot tubs are prohibited.
- 4.8 Fencing:
- All fencing must be approved by the Architectural Committee.
- 4.9 Television Cable & Satellite Dishes, Antennas:
- No television antenna, radio or television receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, unless required by Federal Law and then only in a manner which is least observable for the neighborhood as determined by the Architectural Committee. Nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Development; provided however, the Owner/Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.
- 4.10 Retaining Walls:
- Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or VERSA-LOK. Concrete retaining walls must be faced with brick, stone, or stucco. The use of railroad ties is not permitted.
- 4.11 Recreational Sporting Equipment:
- Miscellaneous recreational sporting equipment, toys, bicycles, etc., shall be stored out of the view of property owners when not in use. No basketball goals shall be allowed. No trampolines shall be allowed.
- 4.12 Lot Maintenance:
- Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.
- 4.13 Recreational Vehicles and Equipment:
- No boats, recreational trailers, personal watercraft, campers, motor homes, or other recreational vehicular equipment shall be stored, placed, or parked on any street within the subdivision or on any lot, except within a closed garage.
- 4.14 Inoperative Vehicles/Machinery/Landscape Equipment/Clotheslines:
- No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage. No clotheslines will be allowed.
- 4.15 Trash Containers:
- All trash or recycling cans or receptacles shall be screened so as not to be seen from the street or common areas, except when necessary to be placed at the street for pickup, and then for no more than twenty-four (24) hours.

- 4.16 Mailboxes:
- All mailboxes shall match the character and quality of the neighborhood as determined by the Architectural Committee.
- 4.17 Animals:
- No livestock shall be maintained on or in any of the Development. No other animals, including but not limited to fowl, poultry, or reptiles, shall be maintained on or in any of the Development, other than a maximum of two (2) generally recognized house pets, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal which makes an unreasonable amount of noise or nuisance shall be permitted. When outdoors all pets shall be on a leash or shall be restrained by a fence or suitable device. No structure for the care, housing, exercise or confinement of any animal shall be maintained on or in any of the Development so as to be visible from neighboring properties without the prior written consent of the Architectural Committee. Upon the written request of any owner, the Architectural Committee may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable; provided however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder. The Architectural Committee may from time to time establish rules and regulations regarding pets and animals within the Development, and any decision, rule, or regulation established or rendered by the Architectural Committee shall be enforceable as other restrictions contained herein.
- 4.18 Noxious Activity:
- No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
- 4.19 Outside Storage:
- No outside storage is permitted on any lot.
- 4.20 Construction Materials and Outside Storage:
- No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction, and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping are completed, no outside storage is permitted.
- 4.21 Signage:
- Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any improvements located within the Development without the express written permission of the Architectural Committee, except for signs showing the property is for sale, and/or personal acknowledgment signs.
- 4.22 Landscaping:
- 4.22.1 Required Amount of Landscaping  
Excluding the cost of purchase and installation of a sprinkler system and sod, excluding the cost of any retaining walls and fill, and construction of the initial Dwelling on a lot, all lot owners shall spend not less than one percent (1%) of the total purchase price for the lot and the Dwelling combined on landscaping.
- 4.22.2 Approval Required  
To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any owner other than the Owner/Developer, unless and until the plans therefore have been submitted to and approved in writing by the Architectural Committee. For additional approval information refer to the Declaration of Covenants, Conditions, and Restrictions for Rosewood Village as referred to in 1.11 Restrictive Covenants.
- 4.22.3 Completion of Landscaping  
All of the landscaping of Lots and Dwellings must be completed within one (1) month of occupancy or substantial completion of the Dwelling, whichever date shall occur first.
- 4.23 Exterior Materials, Paint Color:
- The exterior principal materials shall be determined solely by the Architectural Committee. The principal paint colors of a Dwelling shall be determined solely by the Architectural Committee.
- 4.24 Parking:
- No motor vehicle shall be parked on the street for more than twenty-four (24) hours.

**SECTION V. ARCHITECTURAL COMMITTEE**

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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 hereinafter set forth.

- 5.1 Architectural Committee - Plan Review
- 5.1.1 No residence, outbuilding, improvements, driveway, fence, wall, satellite receiver dish, or free-standing mailbox shall be erected, placed, or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Homan Homes, L.L.C., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each residence or out building, the required plans and specifications shall be submitted in duplicate and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and exterior color scheme.
- 5.1.2 The Architectural Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
- 5.1.3 The Architectural Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting, and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Committee reserves the authority to review, approve, modify, or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Committee to be incompatible with the overall landscape standards of ROSEWOOD VILLAGE.
- 5.1.4 The powers and duties of the Architectural Committee shall, on the 1st day of January, 2030, be deemed transferred to the Homeowners' Association provided for in Section VI., or upon written assignment to the 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 Homeowners' Association or their designees.
- 5.1.5 The Architectural Committee reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as RoseWood Village Development, L.L.C. is the owner of any lot or part thereof, to amend, revise, or abolish any one or more of the above covenants and restrictions within this Section V by instrument duly executed and acknowledged by them as the Architectural Committee and filed in the County Clerk's office of Tulsa County, Oklahoma.
- SECTION VI. HOMEOWNERS' ASSOCIATION**
- 6.1. Formation:
- The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Rosewood Village Homeowners' Association, Inc.," a not for profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association 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 and common areas as designated on the plat provided; however, no assessment shall be made or attached to any Lot owned by the Owner/Developer.
- 6.2. Maintenance:
- Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat, and the reserve areas are reserved for subsequent conveyance to the Association. In addition, the Rosewood Village Homeowners' Association will be responsible for the maintenance of Reserve 'A', Creekridge Park, City of Broken Arrow, State of Oklahoma, Plat number 5732.
- SECTION VII. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY**
- 7.1. Enforcement
- The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors, and assigns. Within the provisions of SECTION I. EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

- 7.2. Duration
- These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.
- 7.3. Amendment
- The covenants contained within SECTION I. EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision known as ROSEWOOD VILLAGE; and, thereafter, at any time by an instrument in writing signed by the owners of at least 2/3's of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 7.3, the term "the Subdivision" shall explicitly mean the Plat of ROSEWOOD VILLAGE.
- 7.4. 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 of any part hereof as set forth herein, which shall remain in full force and effect.
- 7.5. Lot Owner's Responsibilities
- The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county, and state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2026.

Rosewood Village Development LLC  
an Oklahoma limited liability company

By: Paul Homan, Manager

State of Oklahoma )  
 ) s.s.  
County of Tulsa )

Subscribed and sworn before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Paul Homan, Manager of Rosewood Village Development LLC.

Jack Taber, Notary Public  
My commission No. 12005192  
My commission expires May 31, 2028

**CERTIFICATE OF SURVEY**

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as 'ROSEWOOD VILLAGE', a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

David W. Murdoch  
Registered Professional Land Surveyor  
Oklahoma No. 1404

State of Oklahoma )  
 ) s.s.  
County of Tulsa )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by David W. Murdoch.

Jack Taber, Notary Public  
My commission No. 12005192  
My commission expires May 31, 2028

**RoseWood Village**

Date of Preparation: January 27, 2026

Sheet 3 of 3



# City of Broken Arrow

## Request for Action

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**File #: 26-387, Version: 1**

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**Broken Arrow Planning Commission  
03-12-2026**

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

Approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)

**Background:**

**Applicant:** Tanner Consulting, Erik Enyart

**Owner:** Perkins Development Corporation, Mark Perkins

**Developer:** N/A

**Engineer:** Tanner Consulting, Kevin Norton

**Location:** Southeast and south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)

**Size of Tract** 20.49 acres

**Number of Lots:** 3

**Zoning:** CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General) via BAZ-000012-2022 and PUD-000126-2022

**Comp Plan:** Level 3 - Transition Area & Level 4 - Commercial/Employment

PT-002629-2026, the conditional final plat for The Enclave at Southern Trails proposes 3 lots totaling approximately 20.49 acres after right of way has been dedicated. This property, which is located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue), has been approved for rezoning from A-1 (Agricultural) to PUD-001815-2024 (Planned Unit Development) with underlying CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General zoning, subject to the property being platted. This rezoning was approved in BAZ-000012-2022 and PUD-000126-2022. PUD-002316-2025 regulates landscaping for the development and PUD-001815-2024 regulates all other development and dimensional standards for this development.

The zoning districts and land use designations associated with the plat are in line with the PUD which dictates the development standards. This plat generally meets the minimum standards of the outlined in PUD-001815-2024. Primary access is shown from Olive Avenue and New Orleans Street. PUD-001815-2024 stipulates that no building permit shall be issued for any structure until a detailed site plan has been approved by the Broken Arrow Planning Commission and City Council.

According to FEMA's National Flood Hazard Layer, no area of the property is located within the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat

was reviewed by the Technical Advisory Committee on February 3, 2026. This Conditional Final Plat was first approved at the February 12, 2026 meeting of the Broken Arrow Planning Commission, however, the deed of dedication and covenants were not present on the item so it is being brought before you all once more.

**Attachments:** Conditional Final Plat with Covenants  
Conditional Final Plat with Comments

**Recommendation:**

Staff recommends approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat for The Enclave at Southern Trails, subject to the attached comments.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ

Conditional Final Plat

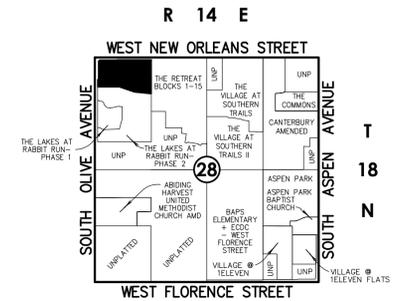
PUD-001815-2024

Southern Trails ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER: Perkins Development Corporation AN OKLAHOMA CORPORATION MARK PERKINS - PRESIDENT 1420 South Harvard Avenue Tulsa, OK 74112 Phone: (918) 812-8325

LEGEND table with symbols for Building Line, Book & Page, Chord Bearing, etc.

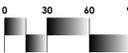


Location Map

Scale: 1"=2000' SUBDIVISION CONTAINS: THREE (3) LOTS IN ONE (1) BLOCK GROSS SUBDIVISION AREA: 20.489 ACRES



NORTH



Scale: 1"= 60' Tanner Consulting

Benchmark 1

FOUND 3/8" IRON PIN IN ASPHALT AT THE NORTHWEST CORNER OF SECTION 28 (377497.21N, 2609265.04E)

ELEVATION = 685.42' (NAVD 88)

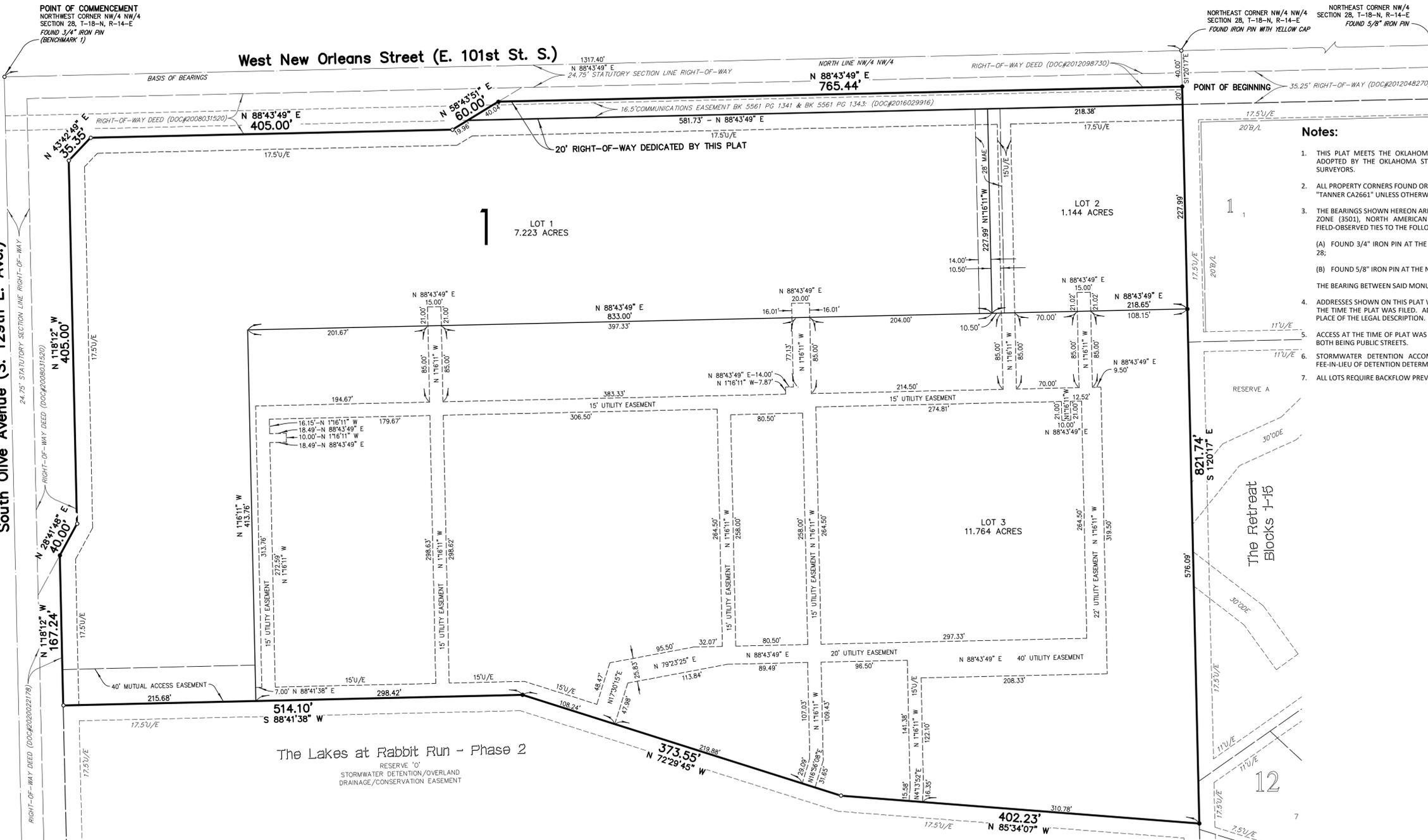
SURVEYOR/ENGINEER: Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435 OK CA NO. 2661, EXPIRES 6/30/2027 EMAIL: DAN@TANNERBAITSHOP.COM 5323 South Lewis Avenue Tulsa, Oklahoma 74105 Phone: (918) 745-9929

POINT OF COMMENCEMENT NORTHWEST CORNER NW/4 NW/4 SECTION 28, T-18-N, R-14-E FOUND 3/4" IRON PIN (BENCHMARK 1)

West New Orleans Street (E. 101st St. S.)

South Olive Avenue (S. 129th E. Ave.)



Notes:

- 1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING... 2. ALL PROPERTY CORNERS FOUND OR ARE SET 3/8" IRON REBAR WITH YELLOW CAP... 3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM... 4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW... 5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST NEW ORLEANS STREET AND BY SOUTH OLIVE AVENUE... 6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH... 7. ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.

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

Southern Trails on Olive PROJECT # PR-00089-2022 SHEET 1 OF 3

DATE OF PREPARATION: January 12, 2026

PA\2024\24\98\CIVIL\SHEETS\24\98\FP.DWG, FPI, 1/12/2026 2:16:19 PM, KNURTON, H, TANNER CONSULTING, LLC, OK, CA, 2661 EXP: 6/30/2027

# Conditional Final Plat

PUD-001815-2024

# Southern Trails ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)  
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) 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 & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 NW/4; THENCE NORTH 88°43'49" EAST AND ALONG THE NORTH LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 1317.40 FEET TO THE NORTHEAST CORNER OF SAID NW/4 NW/4; THENCE SOUTH 1°20'17" EAST AND ALONG THE EAST LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°20'17" EAST AND ALONG SAID EAST LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 821.74 FEET TO THE NORTHEAST CORNER OF RESERVE 'O', "THE LAKES AT RABBIT RUN - PHASE 2", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7022); THENCE ALONG THE NORTH LINE OF SAID RESERVE 'O' FOR THE FOLLOWING THREE (3) COURSES:

NORTH 85°34'07" WEST FOR A DISTANCE OF 402.23 FEET; THENCE NORTH 72°29'45" WEST FOR A DISTANCE OF 373.55 FEET; THENCE SOUTH 88°41'38" WEST FOR A DISTANCE OF 514.10 FEET TO A POINT THE CURRENT EAST RIGHT-OF-WAY LINE OF SOUTH OLIVE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

NORTH 1°18'12" WEST FOR A DISTANCE OF 167.24 FEET; THENCE NORTH 28°41'48" EAST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 1°18'12" WEST FOR A DISTANCE OF 405.00 FEET;

THENCE NORTH 43°42'49" EAST FOR A DISTANCE OF 35.35 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF WEST NEW ORLEANS STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°43'49" EAST FOR A DISTANCE OF 405.00 FEET; THENCE NORTH 58°43'51" EAST FOR A DISTANCE 60.00 FEET; THENCE NORTH 88°43'49" EAST FOR A DISTANCE OF 765.44 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 892,514 SQUARE FEET OR 20.489 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:

- 3/4" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;
- 5/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°43'49" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO THREE (3) LOTS IN ONE (1) BLOCK, ALL 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 "SOUTHERN TRAILS ON OLIVE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "SOUTHERN TRAILS ON OLIVE" 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, 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, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

## SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, 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 UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS 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.

### 1.1. PUBLIC WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

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

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

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

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

### 1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

### 1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED 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 THE 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.

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

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS 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 UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT 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 UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

### 1.4. SURFACE DRAINAGE

ALL LOTS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION 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 THE OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.4. SHALL BE ENFORCEABLE BY EACH LOT OWNER.

### 1.5. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, A SIDEWALK WITHIN THOSE PORTIONS OF THE STREET RIGHTS-OF-WAY OF WEST NEW ORLEANS STREET (EAST 101ST STREET SOUTH) AND SOUTH OLIVE AVENUE (SOUTH 129TH EAST AVENUE) EXTENDING ALONG THE FULL PUBLIC STREET FRONTAGE ADJACENT TO THE OWNER'S LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

### 1.6. MUTUAL ACCESS EASEMENTS

THE OWNER DOES HEREBY ESTABLISH NONEXCLUSIVE, PERPETUAL EASEMENTS, DEPICTED AS "MUTUAL ACCESS EASEMENT" OR "MAE" ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS WITHIN THE SUBDIVISION ADJACENT THERETO. SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR RESPECTIVE GUESTS, INVITEES, SUCCESSORS AND ASSIGNS, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING ENCLAVE AT SOUTHERN TRAILS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. PUD-001815-2024 "THE ENCLAVE AT SOUTHERN TRAILS"), BEING A MAJOR AMENDMENT OF PUD-000126-2022 "THE ENCLAVE AT SOUTHERN TRAILS", ALL AS PROVIDED WITHIN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON OCTOBER 14, 2024 (DATE OF APPLICATION FILING); AND

WHEREAS, PUD-000126-2022 WAS RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION IN 2022 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON JANUARY 3, 2023; AND

WHEREAS, PUD-001815-2024 "THE ENCLAVE AT SOUTHERN TRAILS", A MAJOR AMENDMENT OF PUD-000126-2022, WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION NOVEMBER 21, 2024 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 17, 2024; AND

WHEREAS, PUD-002316-2025 "THE ENCLAVE AT SOUTHERN TRAILS", A MINOR AMENDMENT OF PUD NUMBERS PUD-000126-2022 AND PUD-001815-2024, WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AUGUST 14, 2025; 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 ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNERS DESIRE TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. PUD-001815-2024 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

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

### 2.1. GENERAL DEVELOPMENT STANDARDS

#### 2.1.1. FINAL DEVELOPMENT AREA BOUNDARIES:

PUD NO. PUD-001815-2024 DID NOT ESTABLISH THE BOUNDARY BETWEEN DEVELOPMENT AREAS "A", "B", AND "C". ALTHOUGH DESCRIBED IN SECTION III. OF THE PUD, FOR PURPOSES OF PUD-001815-2024, THE LAND AREAS OF THE DEVELOPMENT AREAS WERE APPROXIMATE AND THE LAND AREAS AND THE BOUNDARY BETWEEN SUCH DEVELOPMENT AREAS WERE TO BE ESTABLISHED UPON PLATTING; PROVIDED, HOWEVER, IN NO EVENT SHALL THE OVERALL RESIDENTIAL DENSITY, AS MEASURED BY MAXIMUM DWELLING UNITS WITHIN DEVELOPMENT AREA "C", NOR NONRESIDENTIAL INTENSITY, AS MEASURED BY MAXIMUM AGGREGATE NONRESIDENTIAL BUILDING FLOOR AREA WITHIN DEVELOPMENT AREAS "A", "B", AND "C", EXCEED THE ORIGINAL NUMBERS AS PROVIDED WITHIN THE PUD.

THEREFORE, DEVELOPMENT AREA BOUNDARIES AND AREAS ARE HEREBY ESTABLISHED BY THIS PUD SUBDIVISION PLAT AS FOLLOWS IN SECTION 2.2.

#### 2.1.2. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:

THE DEVELOPMENT OF SOUTHERN TRAILS ON OLIVE SHALL BE SUBJECT TO PUD NO. PUD-001815-2024 AND THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON OCTOBER 14, 2024 (DATE OF APPLICATION FILING), OR AS MAY BE SUBSEQUENTLY AMENDED.

### 2.2. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A (LOT 1, LESS THE SOUTH 146.33 FEET THEREOF, AND LOT 2 OF BLOCK 1)

DEVELOPMENT AREA A SHALL BE GOVERNED BY THE BROKEN ARROW ZONING ORDINANCE USE AND DIMENSIONAL STANDARDS AS ESTABLISHED BY THE CG DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

2.2.1. LAND AREA:		
GROSS LAND AREA (PUD)	460,944 SQUARE FEET	10.582 ACRES
NET LAND AREA (PUD):	343,274 SQUARE FEET	7.880 ACRES
GROSS LAND AREA (PLAT)	450,540 SQUARE FEET	10.343 ACRES
NET LAND AREA (PLAT):	332,870 SQUARE FEET	7.642 ACRES

#### 2.2.2. PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CG DISTRICT (EXCEPT AS SPECIFIED BELOW); THE FOLLOWING USES ALLOWED BY SPECIFIC USE PERMIT SHALL ALSO BE ALLOWED BY RIGHT: MICRO FOOD AND BEVERAGE PRODUCTION\*; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN, PROVIDED THAT EACH USE MEETS THE MINIMUM STANDARDS OF SECTION 3.3 OF THE ZONING ORDINANCE. EXCLUDED USES: MEDICAL MARIJUANA DISPENSARIES, PAWN SHOPS, BAIL BONDING, AND CHECK CASHER/PAYDAY LENDERS (DEFINED AS AN ESTABLISHMENT THAT IS SUBSTANTIALLY IN THE BUSINESS OF CHARGING A FEE TO CASH A CHECK AND/OR NEGOTIATING, ARRANGING, AIDING, OR ASSISTING A CONSUMER IN PROCURING PAYDAY LOANS).

2.2.3. MAXIMUM LOT AND BUILDING COVERAGE: N/A

2.2.4. MAXIMUM FLOOR AREA: 295,481 \*\*

2.2.5. MAXIMUM BUILDING HEIGHT: 52 FEET OR 3 STORIES

2.2.6. MINIMUM LOT FRONTAGE AND MINIMUM LOT WIDTH: 100 FT

2.2.7. MINIMUM BUILDING SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY:	50 FT ***
FROM DEVELOPMENT AREAS B AND C BOUNDARIES:	10 FT
FROM EAST PUD BOUNDARY:	0 FT
FROM ALL OTHER BOUNDARIES:	0 FT

2.2.8. MINIMUM AND MAXIMUM PARKING RATIOS:

AS PER BROKEN ARROW ZONING ORDINANCE \*\*\*\*

2.2.9. OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CG DISTRICT

\* USE IS SUBJECT TO ADDITIONAL DEVELOPMENT STANDARDS AS OUTLINED IN BROKEN ARROW ZONING ORDINANCE SECTION 3.2.

\*\* AN INITIAL TRANSFER OF 4,520 SF OF NONRESIDENTIAL BUILDING FLOOR AREA IS TRANSFERRED BY THIS AMENDMENT TO COVER THE SIX (6) VERTICALLY MIXED-USE UNITS WITHIN DEVELOPMENT AREA B; ANY FUTURE TRANSFERS OF FLOOR AREA SHALL REQUIRE A SUBSEQUENT AMENDMENT OR AS OTHERWISE REQUIRED BY THE CITY OF BROKEN ARROW.

\*\*\* THE SETBACK IS REDUCED TO 25 FT WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET.

\*\*\*\* MINIMUM AND MAXIMUM PARKING MAY BE MODIFIED BY THE BROKEN ARROW PLANNING COMMISSION UPON APPROVAL OF A PUD MINOR AMENDMENT.

### 2.3. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B (THE SOUTH 146.33 FEET OF LOT 1, BLOCK 1)

DEVELOPMENT AREA B SHALL BE GOVERNED BY THE BROKEN ARROW ZONING ORDINANCE USE STANDARDS AS ESTABLISHED BY THE CM DISTRICT AND THE DIMENSIONAL STANDARDS AS ESTABLISHED BY THE RM DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

#### 2.3.1. LAND AREA:

GROSS LAND AREA (PUD):	40,539 SQUARE FEET	0.931 ACRES
NET LAND AREA (PUD):	33,225 SQUARE FEET	0.763 ACRES
GROSS LAND AREA (PLAT):	38,883 SQUARE FEET	0.893 ACRES
NET LAND AREA (PLAT):	31,566 SQUARE FEET	0.725 ACRES

#### 2.3.2. PERMITTED USES:

MULTI-FAMILY DWELLINGS; VERTICALLY MIXED-USE BUILDINGS INCLUDING SECOND-FLOOR DWELLING UNITS AND GROUND FLOOR NONRESIDENTIAL USES LIMITED TO THE FOLLOWING USES: CATERING SERVICE, MICRO FOOD AND BEVERAGE PRODUCTION (SUBJECT TO ZONING ORD. SECTION 3.2), BUSINESS OR PROFESSIONAL OFFICES, FITNESS AND RECREATIONAL SPORTS CENTER, ART GALLERY OR STUDIO, GENERAL PERSONAL SERVICES, INSTRUCTIONAL SERVICES, GENERAL RETAIL (BUT EXCLUDING PAWN SHOPS), AND MAKERSPACES (DEFINED AS FACILITIES FOR SMALL-SCALE, CRAFT PRODUCTION, THAT PRODUCE OR MAKE ITEMS THAT BY THEIR NATURE, ARE DESIGNED OR MADE BY AN ARTIST OR CRAFTSMAN BY USING HAND SKILLS); NEIGHBORHOOD COMMUNITY PLAYFIELDS AND PARKS, INCLUDING CLUBHOUSES, POOLS, AND SIMILAR NEIGHBORHOOD AMENITIES; MINOR UTILITY FACILITIES; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN, PROVIDED THAT EACH USE MEETS THE MINIMUM STANDARDS OF SECTION 3.3 OF THE ZONING ORDINANCE. NO MORE THAN 4 DWELLING UNITS SHALL BE ATTACHED UNLESS IN A ROWHOUSE\* TYPE OF CONFIGURATION.

2.3.3. MAXIMUM NUMBER OF DWELLING UNITS: 6

2.3.4. MINIMUM LOT WIDTH: 100 FT

2.3.5. MINIMUM LOT FRONTAGE: 100 FT

2.3.6. MINIMUM LOT AREA: 2,300 SF PER DWELLING UNIT

2.3.7. MINIMUM LAND AREA PER DWELLING UNIT: 2,200 SF \*\*

2.3.8. MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT \*\*\*

2.3.9. MINIMUM OFF-STREET PARKING:

- 1.5 PER SINGLE BEDROOM DWELLING UNIT
- 2 PER TWO OR MORE BEDROOMS DWELLING UNIT
- 1 ADDITIONAL PER EACH 750 SF OF VERTICALLY MIXED-USE UNIT BUILDING FLOOR AREA

2.3.10. MAXIMUM LOT AND BUILDING COVERAGE: 60% \*\*\*\*

2.3.11. MINIMUM LIVABILITY OPEN SPACE PER DU: 1,200 SF \*\*\*\*\*

2.3.12. MAXIMUM NONRESIDENTIAL BUILDING FLOOR AREA: 4,520 SF \*\*\*\*\*

2.3.13. MINIMUM YARD SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY:	75 FT *****
FROM DEVELOPMENT AREA A:	10 FT
FROM DEVELOPMENT AREA C:	5 FT
FROM SOUTH PUD BOUNDARY:	20 FT

2.3.14. OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RM DISTRICT

\* A ROWHOUSE IS DEFINED BY A SERIES OF ATTACHED DWELLING UNITS WHERE ALL VERTICAL STORIES OF A UNIT ARE INHABITED BY A SINGLE FAMILY.

\*\* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF DWELLING UNITS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

\*\*\* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

# Conditional Final Plat

PUD-001815-2024

# Southern Trails ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)  
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) 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 & RESTRICTIVE COVENANTS (CONTINUED)

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

\*\*\*\* MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF 60% OR THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, AND INCLUDING SIDEWALKS AND TRAILS, MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D. OF THE BROKEN ARROW ZONING ORDINANCE.

\*\*\*\*\* AN INITIAL TRANSFER OF 4,520 SF OF NONRESIDENTIAL BUILDING FLOOR AREA IS TRANSFERRED FROM DEVELOPMENT AREA A TO THIS DEVELOPMENT AREA B BY THIS AMENDMENT TO COVER THE SIX (6) VERTICALLY MIXED-USE UNITS WITHIN DEVELOPMENT AREA B; ANY FUTURE TRANSFERS OF FLOOR AREA SHALL REQUIRE A SUBSEQUENT AMENDMENT OR AS OTHERWISE REQUIRED BY THE CITY OF BROKEN ARROW.

\*\*\*\*\* THE SETBACK IS REDUCED TO 35 FT WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET

#### 2.4. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA C (LOT 3, BLOCK 1)

DEVELOPMENT AREA C SHALL BE GOVERNED BY THE BROKEN ARROW ZONING ORDINANCE USE AND DIMENSIONAL STANDARDS AS ESTABLISHED BY THE RM DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

2.4.1. LAND AREA:		
GROSS LAND AREA (PUD):	500,424 SQUARE FEET	11.488 ACRES
NET LAND AREA (PUD):	500,424 SQUARE FEET	11.488 ACRES
GROSS LAND AREA (PLAT):	512,423 SQUARE FEET	11.764 ACRES
NET LAND AREA (PLAT):	512,423 SQUARE FEET	11.764 ACRES

#### 2.4.2. PERMITTED USES:

MULTI-FAMILY DWELLINGS; NEIGHBORHOOD COMMUNITY PLAYFIELDS AND PARKS, INCLUDING CLUBHOUSES, POOLS, AND SIMILAR NEIGHBORHOOD AMENITIES; MINOR UTILITY FACILITIES; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN, PROVIDED THAT EACH USE MEETS THE MINIMUM STANDARDS OF SECTION 3.3 OF THE ZONING ORDINANCE. NO MORE THAN 4 DWELLING UNITS SHALL BE ATTACHED UNLESS IN A ROWHOUSE\* TYPE OF CONFIGURATION.

2.4.3. MAXIMUM NUMBER OF DWELLING UNITS: 154

2.4.6. MINIMUM LOT AREA: 2,300 SF PER DWELLING UNIT

2.4.7. MINIMUM LAND AREA PER DWELLING UNIT: 2,200 SF \*\*

2.4.8. MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT \*\*\*

2.4.9. MINIMUM OFF-STREET PARKING:

1.5 PER SINGLE BEDROOM DWELLING UNIT  
2 PER TWO OR MORE BEDROOMS DWELLING UNIT

2.4.10. MAXIMUM LOT AND BUILDING COVERAGE: 60% \*\*\*\*

2.4.11. MINIMUM LIVABILITY OPEN SPACE PER DU: 1,200 SF \*\*\*\*

2.4.12. MINIMUM YARD SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY: 75 FT \*\*\*\*\*  
FROM DEVELOPMENT AREAS A AND B: 10 FT  
FROM EAST PUD BOUNDARY: 15 FT  
FROM SOUTH PUD BOUNDARY: 20 FT

2.4.13. OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RM DISTRICT

\* A ROWHOUSE IS DEFINED BY A SERIES OF ATTACHED DWELLING UNITS WHERE ALL VERTICAL STORIES OF A UNIT ARE INHABITED BY A SINGLE FAMILY.

\*\* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF DWELLING UNITS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

\*\*\* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

\*\*\*\* MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF 60% OR THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, AND INCLUDING SIDEWALKS AND TRAILS, MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D. OF THE BROKEN ARROW ZONING ORDINANCE.

\*\*\*\*\* THE SETBACK IS REDUCED TO 35 FT WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET.

#### 2.5. ADDITIONAL DEVELOPMENT STANDARDS

2.5.1. LANDSCAPING AND SCREENING STANDARDS:

LANDSCAPING AND SCREENING WITHIN THE DEVELOPMENT SHALL MEET THE STANDARDS OF THE CITY OF BROKEN ARROW ZONING ORDINANCE IN EFFECT AS OF JULY 1, 2025. IN LIEU OF LANDSCAPE BUFFERS INTERNAL TO THE SITE, RESIDENTIAL YARDS ADJOINING COMMERCIAL DEVELOPMENT AREAS WILL BE LANDSCAPED WITH AT LEAST ONE (1) TREE PER DWELLING UNIT ALONG THE COMMON BOUNDARY LINE. THE LANDSCAPING UNITS REQUIRED BY ZONING ORDINANCE SECTION 4-3-6.C.1 MAY BE REDUCED BY 25% IF NECESSARY TO AVOID CONFLICTS WITH UTILITIES.

THE EASTERN BOUNDARY IS SHARED WITH COMMERCIAL LOT 1, BLOCK 1, OPEN SPACE RESERVE A, AND PART OF THE WESTERLY LINE OF SINGLE-FAMILY RESIDENTIAL LOT 7, BLOCK 12, ALL IN "THE RETREAT." SCREENING IS NOT NECESSARY BETWEEN COMMERCIAL LOTS. THE EASTERNMOST DWELLING UNITS ARE DESIGNED TO FACE OPEN SPACE RESERVE A. HOWEVER, A SCREENING FENCE WOULD BLOCK THE VIEW OF THE OPEN SPACE. THEREFORE, A SCREENING FENCE WITH A MINIMUM 6 FEET IN HEIGHT WILL BE PROVIDED ALONG THE EASTERN BOUNDARY OF THE PROPERTY COMMON WITH THE WESTERLY LINE OF SINGLE-FAMILY RESIDENTIAL LOT 7, BLOCK 12, AND ALONG RESERVE A UNLESS WAIVED IN WRITING BY THE OWNER OF RESERVE A AND THE HOMEOWNERS ASSOCIATION FOR "THE RETREAT." A SCREENING FENCE WILL NOT BE REQUIRED ALONG THE SOUTHERN BOUNDARY ABUTTING THE GREENSPACE, THE WESTERN BOUNDARY ALONG OLIVE AVENUE, OR INTERNAL TO THE SITE.

#### 2.5.2. STREET DESIGN AND ACCESS:

ACCESS TO DEVELOPMENT AREA A WILL BE VIA THREE CURB CUTS ON WEST NEW ORLEANS STREET AND TWO CURB CUTS ON SOUTH OLIVE AVENUE. THE OFFSET SPACING FOR THE EASTERNMOST DRIVE MAY BE REDUCED TO 100 FEET IF AN ENGINEERING VARIANCE IS APPROVED BY ENGINEERING & CONSTRUCTION. IF NOT APPROVED, THE SPACING MUST MEET THE REQUIREMENTS SET FORTH IN THE ZONING ORDINANCE. THE EXISTING OPPOSING DRIVE IS TOO NEAR THE EASTERN BOUNDARY OF THE TRACT TO PROVIDE AN ADEQUATELY ALIGNED LOCATION. IF THE PROPOSED DRIVE LOCATION IS SHIFTED FURTHER WEST IT WILL RESTRICT THE DEVELOPABILITY OF THE EASTERN PORTION OF THE COMMERCIAL TRACT OR VIOLATE THE SAME SIDE SPACING CRITERIA. THE OPPOSING DRIVE IS ALSO A SECONDARY ACCESS POINT FOR THE CHURCH WHICH WILL HELP TO LIMIT CONFLICTING TURNING MOVEMENTS. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BROKEN ARROW SUBDIVISION REGULATIONS.

ACCESS TO DEVELOPMENT AREA C WILL BE VIA EXTENSION OF TWO SHARED ACCESS DRIVES FROM WEST NEW ORLEANS STREET AND THE SOUTHERN ACCESS DRIVE FROM SOUTH OLIVE AVENUE. CONNECTIVITY WITHIN THE OVERALL SITE LAYOUT WILL BE PROVIDED VIA MUTUAL ACCESS EASEMENTS. THIS LAYOUT SHALL BE COORDINATED WITH CITY STAFF.

#### 2.5.3. UTILITIES:

THE CITY OF BROKEN ARROW WILL PROVIDE WATER, SANITARY SEWER, AND STORM SEWER SERVICE TO THE PROPERTY. DOMESTIC WATER SERVICE AND FIRE PROTECTION FOR THE SITE WILL BE PROVIDED VIA CONNECTION TO EXISTING WATERLINES ALONG NEW ORLEANS STREET AND OLIVE AVENUE. SANITARY SEWER WILL BE EXTENDED FROM EXISTING LINES ALONG THE SITE BOUNDARY THROUGHOUT THE DEVELOPMENT. A DETENTION FACILITY HAS BEEN CONSTRUCTED SOUTH OF THE PUD BOUNDARY AS PART OF THE LAKES AT RABBIT RUN. THE DETENTION VOLUME WAS SIZED TO ACCOMMODATE UNDETAINED RUNOFF FROM THIS PUD AREA. ALL DRAINAGE INFRASTRUCTURE SHALL CONFORM TO CITY CODE REQUIREMENTS AND THE DETENTION DETERMINATION AND DESIGN STANDARDS AND THE LAYOUT AND DESIGN SHALL BE COORDINATED THROUGH CITY STAFF.

FRANCHISE UTILITIES WILL ALSO SERVE THE PROJECT WITH COMMUNICATIONS, NATURAL GAS, AND ELECTRICITY. WE ANTICIPATE UNDERGROUND SERVICES THROUGHOUT THE DEVELOPMENT.

#### 2.5.4. MULTIFAMILY BUILDING AND SITE DESIGN STANDARDS:

DUE TO THE UNIQUE, LOW-DENSITY TOWNHOUSE-STYLE MULTIFAMILY RESIDENTIAL DEVELOPMENT PROPOSED FOR DEVELOPMENT AREA C, CERTAIN DESIGN ELEMENTS BENEFIT FROM A RELAXATION OF BROKEN ARROW ZONING ORDINANCE SECTION 5.5.C.

BUILDINGS SHALL HAVE A MINIMUM SEPARATION OF 10 FEET FROM ALL FRONT, SIDE AND REAR WALLS.

THERE IS NO LIMIT TO THE NUMBER OF BUILDINGS CONTINUOUSLY ON THE SAME BUILDING LINE.

BUILDINGS SHALL BE ARRANGED SO THAT THE FRONTS OF THE BUILDINGS ARE SET TO THE FRONT OR BACK OF EACH ADJACENT FRONT BUILDING LINE BY AT LEAST THIRTY FEET (30') OR MORE.

PARKING LOTS SHALL BE NO MORE THAN FIVE HUNDRED FEET (500') IN LENGTH WITHOUT AN OFFSET CHANGE IN DIRECTION OF THIRTY FEET (30') OR MORE, CENTERLINE TO CENTERLINE, OR AN INTERSECTION WITH ANOTHER CENTERLINE. OFF-STREET PARKING SHALL OTHERWISE MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE.

THE MAXIMUM LENGTH OF ANY MULTI-FAMILY BUILDING SHALL BE 250'.

EACH FAÇADE GREATER THAN 180' IN LENGTH, MEASURED HORIZONTALLY, SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST TEN PERCENT (10%) OF THE LENGTH OF THE FAÇADE, AND EXTENDING AT LEAST TWENTY PERCENT (20%) OF THE LENGTH OF THE FAÇADE. NO FAÇADE SHALL EXCEED FIFTY HORIZONTAL FEET (50') UNLESS INTERRUPTED BY WALL PLACE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST 1/3'.

ALL STANDARD DWELLING UNITS WILL HAVE THEIR OWN ENCLOSED GARAGE, PROVIDING COVERED, ENCLOSED, AND SECURE STORAGE AREAS FOR BICYCLES AND OTHER BELONGINGS THAT TYPICALLY CANNOT BE ACCOMMODATED WITHIN INDIVIDUAL DWELLING UNITS. LIVE WORK UNITS ARE CURRENTLY DESIGNED TO BE SERVED BY CARPORTS. THEREFORE, NO SPECIAL STORAGE BUILDINGS ARE PROPOSED FOR INDIVIDUAL TENANT USE.

#### 2.5.5. PLATTING AND DETAILED SITE PLAN REVIEW:

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY STRUCTURE UNTIL A DETAILED SITE PLAN INCLUDING LANDSCAPING AND BUILDING ELEVATIONS IS SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL AS IN CONFORMANCE WITH THE STANDARDS AND DEVELOPMENT CONCEPT OF THIS PUD. THE SITE PLAN SHALL BE CONSIDERED IN A PUBLIC HEARING AND APPROPRIATE NOTICES SHALL BE MAILED TO THE SURROUNDING PROPERTY THE PLANNING COMMISSION AND/OR CITY COUNCIL SPECIFICALLY RESERVES THE RIGHT TO REQUIRE UP TO 100% MASONRY ON ANY FAÇADE WITHIN THE DEVELOPMENT.

### SECTION III. PROPERTY OWNERS' ASSOCIATION

#### 3.1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION CONSISTING OF ALL RECORD OWNERS OF FEE TITLE INTERESTS IN LOTS WITHIN "SOUTHERN TRAILS ON OLIVE" (THE "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION"), FOR THE LIMITED PURPOSE OF MAINTAINING AND ALLOCATING COSTS FOR SHARED PRIVATE INFRASTRUCTURE LOCATED WITHIN RECORDED EASEMENTS THAT SERVE MORE THAN ONE LOT. THE ASSOCIATION IS NOT A HOMEOWNER'S ASSOCIATION AND SHALL HAVE NO AUTHORITY OVER LAND USE, ARCHITECTURAL DESIGN, SIGNAGE, SITE PLANNING, OR OPERATIONAL MATTERS. ANY GOVERNANCE, VOTING, OR COST-ALLOCATION PROVISIONS OF THE ASSOCIATION SHALL BE SET FORTH IN A SEPARATE PROPERTY OWNER'S ASSOCIATION AGREEMENT AND NOT IN THIS DEED OF DEDICATION OR RESTRICTIVE COVENANTS.

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

#### 4.1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, EASEMENTS AND UTILITIES; SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION IV, ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND IV., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I, II, OR IV., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS 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.

#### 4.2. 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.

#### 4.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. PUD-001815-2024 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### 4.4. 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, PERKINS DEVELOPMENT CORPORATION HAS CAUSED THIS DEED OF DEDICATION TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

PERKINS DEVELOPMENT CORPORATION  
AN OKLAHOMA CORPORATION

BY \_\_\_\_\_  
MARK PERKINS, PRESIDENT

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 \_\_\_\_\_, 2026, PERSONALLY APPEARED MARK PERKINS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF PERKINS DEVELOPMENT CORPORATION, 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 PERKINS DEVELOPMENT CORPORATION 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

#### 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A 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 \_\_\_\_\_, 2026.

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 THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER 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.

03/08/2028  
MY COMMISSION EXPIRES \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC





NORTH



Scale: 1" = 60'  
Tanner Consulting

Benchmark 1

FOUND 3/8" IRON PIN IN ASPHALT AT THE NORTHWEST CORNER OF SECTION 28 (377497.21N, 2609265.04E)

ELEVATION = 685.42' (NAVD 88)

POINT OF COMMENCEMENT  
NORTHWEST CORNER NW/4 NW/4  
SECTION 28, T-18-N, R-14-E  
FOUND 3/8" IRON PIN (BENCHMARK 1)

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

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERCONSULTING.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

# Conditional Final Plat

PUD-001815-2024

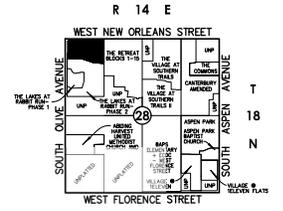
# Southern Trails ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)  
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:  
**Perkins Development Corporation**  
AN OKLAHOMA CORPORATION  
MARK PERKINS - PRESIDENT  
1420 South Harvard Avenue  
Tulsa, OK 74112  
Phone: (918) 812-8325

### LEGEND

- B/A BUILDING LINE
- B/P BUILDING LINE & UTILITY EASEMENT
- B/P PAGE BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA SINGLE
- Δ DOCUMENT
- Δ EASEMENT
- GOV'T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- MARL MUTUAL ACCESS EASEMENT
- OLDR OVERLAND DRAINAGE EASEMENT
- ODE RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- Z-24 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

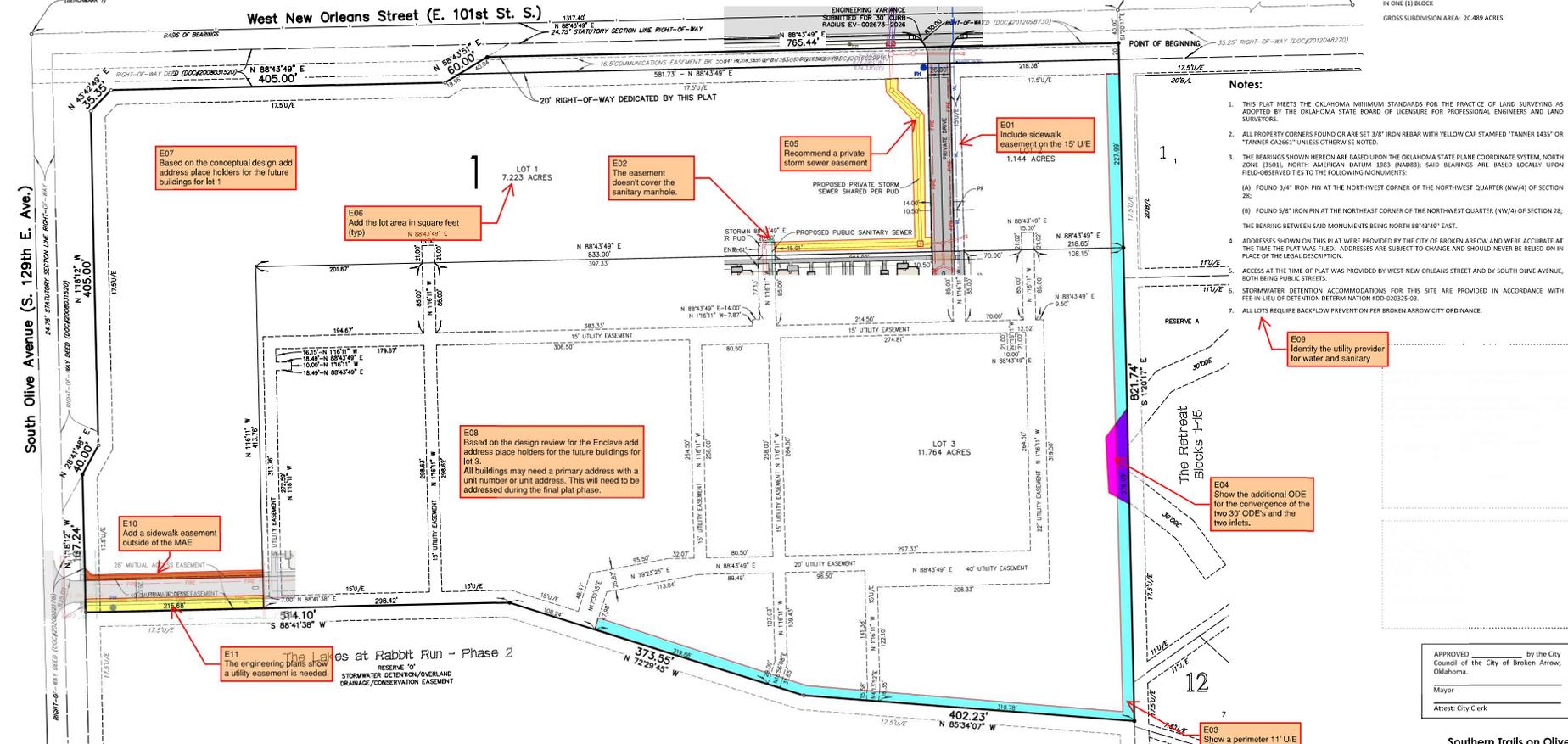


### Location Map

Scale: 1" = 200'  
SUBDIVISION CONTAINS:  
THREE (3) LOTS  
IN ONE (1) BLOCK  
GROSS SUBDIVISION AREA: 20.89 ACRES

### Notes:

1. 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.
2. ALL PROPERTY CORNERS FOUND OR ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (E802), NORTH AMERICAN DATUM 1983 (NAD83). SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
(A) FOUND 3/4" IRON PIN AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;  
(B) FOUND 5/8" IRON PIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;  
THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°43'49" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE REIED OR IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST NEW ORLEANS STREET AND BY SOUTH OLIVE AVENUE, BOTH BEING PUBLIC STREETS.
6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEES-IN-LIEU OF DETENTION DETERMINATION R00-020325-03.
7. ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.



E07 Based on the conceptual design add address place holders for the future buildings for lot 1

E08 Add the lot area in square feet (typ)

E02 The easement doesn't cover the sanitary manhole.

E05 Recommend a private storm sewer easement

E01 Include sidewalk easement on the 15' U/E

E08 Based on the design review for the Enclave add address place holders for the future buildings for lot 3. All buildings may need a primary address with a unit number or unit address. This will need to be addressed during the final plat phase.

E10 Add a sidewalk easement outside of the MAE

E11 The engineering plans show a utility easement is needed.

E09 Identify the utility provider for water and sanitary

E04 Show the additional ODE for the convergence of the two 30' ODE's and the two inlets.

E03 Show a perimeter 11' U/E

DATE OF PREPARATION: January 12, 2026

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

Southern Trails on Olive  
PROJECT # PR-00089-2022  
SHEET 1 OF 3



# City of Broken Arrow

## Request for Action

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**File #: 26-399, Version: 1**

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**Broken Arrow Planning Commission  
03-12-2026**

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

Approval of PR-000910-2026|PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91<sup>st</sup> Street), one-half mile west of 23<sup>rd</sup> Street (193<sup>rd</sup> E. Avenue/County Line Road)

**Background:**

**Applicant:** Mikel Vanover, Olsson, Inc.  
**Owner:** Dave Cocolin, Eagle 1 Investments  
**Developer:** N/A  
**Engineer:** Mikel Vanover & Austin Mayes, Olsson, Inc.  
**Location:** One-half mile north of Washington Street, one-half mile west of 23rd Street  
**Size of Tract** 25.94 acres  
**Number of Lots:** 92  
**Present Zoning:** AG (Agricultural)  
**Proposed Zoning:** RS-4 (Single Family Residential)  
**Comp Plan:** Level 2 (Urban Residential)

PT-002655-2026, the conditional final plat for Brook Chase VI, contains 92 lots on 25.94 acres. This property, which is located one-half mile west of 23rd Street (193rd Avenue/County Line Road) and one-half mile north of Washington Street (91st Street), has been approved for rezoning from AG (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

According to FEMA maps, small portions of one lot and Reserve I are in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on March 3, 2026, where the stakeholders did not have any comments.

**Attachments:** Checklist  
Conditional Final Plat

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**File #: 26-399, Version: 1**

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**Recommendation:**

Staff recommends PR-000910-2026|PT-002655-2026, conditional final plat for Brook Chase VI, be approved subject to the attached checklist.

**Reviewed by: Rocky Henkel**

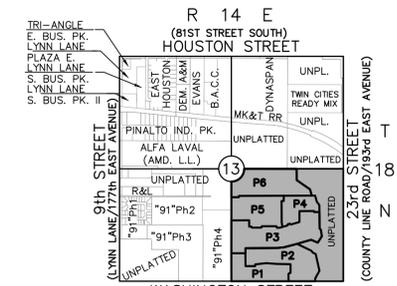
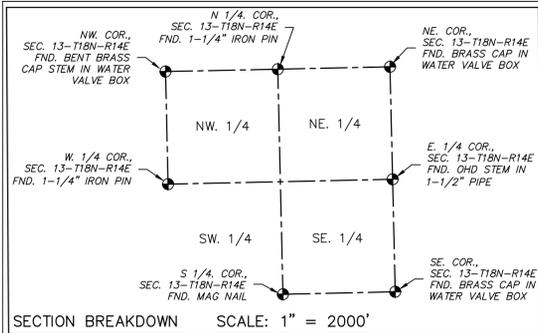
**Approved by: Jane Wyrick**

MEH

# CONDITIONAL FINAL PLAT

## BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**OWNER:**  
**EAGLE I INVESTMENTS, LLC**  
 DAVE COCOLIN, MANAGER  
 P.O. BOX 472106  
 TULSA, OK 74147  
 918-629-9671  
 EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
**OLSSON, INC.**  
 AUSTIN MAYES, PE  
 OK C.A. No. 2483 (PELS)  
 EXPIRES JUNE 30, 2027  
 1717 S. BOULDER AVE., STE 600  
 TULSA, OK 74119  
 918-376-2994  
 EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
**OLSSON, INC.**  
 DARREL RAY MASON, OKPLS 1690  
 OK C.A. No. 2493 (PELS)  
 EXPIRES JUNE 30, 2027  
 11600 BROADWAY EXTENSION, SUITE 300  
 OKLAHOMA CITY, OK 73114  
 405-242-6000  
 EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
 CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
 MIN. LOT AREA: 6,500 S.F.  
 MIN. FRONT BUILDING SETBACK: 20'  
 MIN. SIDE YARD SETBACK (BOTH): 10'  
 MIN. SIDE YARD SETBACK (ONE): 5'  
 MIN. REAR YARD SETBACK: 20'  
 MAX. HEIGHT: 35'

**PLAT DATA**  
 SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS  
 TOTAL AREA = 1,130,080.26 SF, 25.94 AC

**UTILITY NOTES:**  
 WATER SERVICE BY CITY OF BROKEN ARROW.  
 SANITARY SERVICE BY CITY OF BROKEN ARROW.

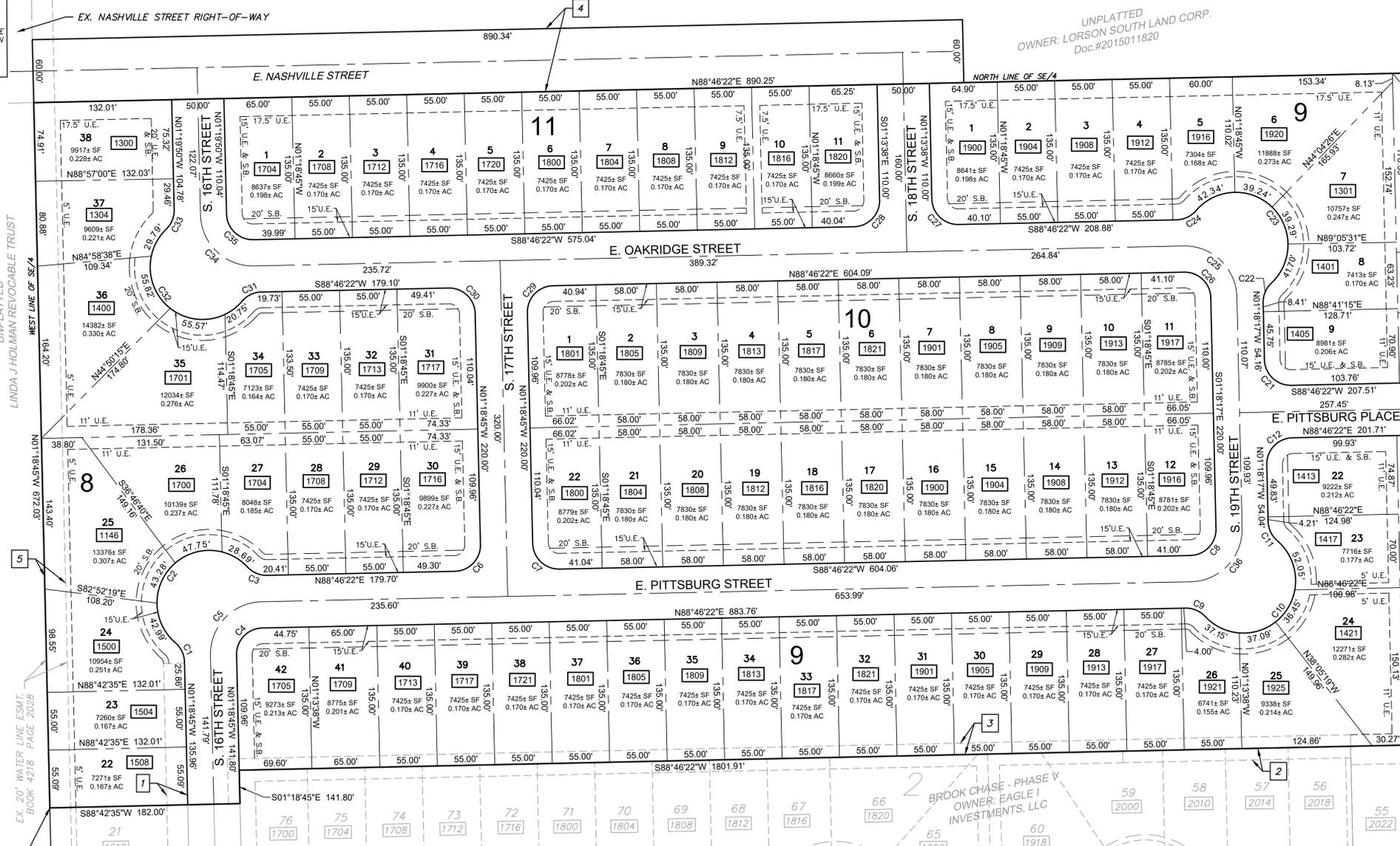
**FLOOD ZONE**  
 FEMA MAP NUMBER 40143C0392L  
 PANEL NUMBER 0392L  
 ZONE X  
 MAP REVISED SEPT 30, 2016

**BASIS OF BEARINGS**  
 OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
 NORTH ZONE: 3501 THE WEST LINE OF THE SE/4  
 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
 N01°18'45"W

**BENCHMARK**  
 BENCHMARK NAME: BA 26  
 DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
 CAP-FLUSH-STAMPED "BA 26"  
 SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83  
 NORTHING: 383229.887  
 EASTING: 2630291.884  
 VERTICAL DATUM: NAVD 88 ELEV. 670.307

POINT OF COMMENCEMENT  
 SW CORNER, SE 1/4,  
 SECTION 13, T18N, R14E  
 FOUND MAG NAIL  
 (BASIS OF BEARING)  
 N01°18'45"W 1971.42'



**LEGEND AND ABBREVIATIONS**

- PROPERTY BOUNDARY LINE
- - - PROPOSED RIGHT OF WAY
- - - PROPOSED LOT LINE
- - - PROPOSED BUILDING SETBACK
- - - PROPOSED EASEMENT LINE
- - - EXISTING LOT LINE
- - - EXISTING EASEMENT LINE
- 1 BLOCK NUMBER
- 1 LOT NUMBER
- 1916 LOT ADDRESS
- SECTION CORNER
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.E. STORMWATER EASEMENT
- O.D.E. OVERLAND DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- W.E. WATER LINE EASEMENT
- B.L. BUILDING LINE
- EX. EXISTING
- L.N.A. LIMITS OF NO ACCESS
- R.O.W. RIGHT OF WAY
- RES. RESERVE
- ESMT. EASEMENT
- S.B. SETBACK
- FFE FINISHED FLOOR ELEVATION

APPROVED \_\_\_\_\_ by the  
 City Council of the City of Broken Arrow,  
 Oklahoma

Mayor \_\_\_\_\_

Attest: City Clerk \_\_\_\_\_

ALL WEDGE-SHAPED LOTS ARE A MINIMUM  
 OF 55' IN WIDTH AT THE BUILD LINE.

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.

**EXISTING EASEMENT / RIGHT-OF-WAY INFORMATION**

#	EASEMENT TYPE	DOC.#
1	20' UTILITY EASEMENT	20250XXXX
2	11' UTILITY EASEMENT	2025089188
3	11' UTILITY EASEMENT	20250XXXX
4	60' RIGHT-OF-WAY	20250XXXX
5	20' WATERLINE EASEMENT	BK. 4218, PG. 2028

P02: Include document numbers when available.

**CURVE TABLE**

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	048°10'28"	21.02	N25°23'59"W	20.41
C2	50.00	186°27'32"	162.72	N43°44'16"E	99.84
C3	25.00	048°11'23"	21.03	S67°07'57"E	20.41
C4	25.00	090°07'09"	39.32	N43°44'50"E	35.39
C5	50.00	090°04'45"	78.61	N43°43'59"E	70.76
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C7	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C8	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C9	25.00	048°12'18"	21.03	S67°07'29"E	20.42
C10	50.00	186°28'45"	162.73	N43°44'18"E	99.84
C11	25.00	048°11'48"	21.03	N25°24'11"W	20.42
C12	25.00	090°04'38"	39.30	N43°44'02"E	35.38
C13	25.00	047°54'43"	20.91	N67°16'17"W	20.30
C14	50.00	186°06'06"	162.40	S43°38'02"W	99.86
C15	25.00	048°11'23"	21.03	S25°19'20"E	20.41
C16	50.00	090°00'00"	78.54	N43°46'22"E	70.71
C17	25.00	090°00'00"	39.27	N43°46'22"E	35.36
C18	25.00	048°11'23"	21.03	S22°52'03"W	20.41

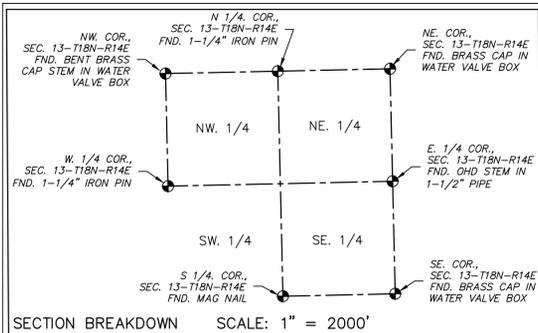
**CURVE TABLE**

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C21	25.00	089°55'22"	39.24	N46°15'58"W	35.33
C22	25.00	048°10'58"	21.02	N22°47'12"E	20.41
C23	50.00	186°16'47"	162.56	N46°15'42"W	99.85
C24	25.00	048°10'28"	21.02	S64°41'08"W	20.41
C25	50.00	089°55'21"	78.47	N46°15'58"W	70.66
C26	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C27	25.00	090°00'00"	39.27	N46°13'38"W	35.36
C28	25.00	090°00'00"	39.27	S43°46'22"W	35.36
C29	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C30	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C31	25.00	048°11'23"	21.03	S64°40'40"W	20.41
C32	50.00	185°38'08"	161.92	N46°38'27"W	99.88
C33	25.00	047°27'57"	20.71	N22°24'08"E	20.12
C34	50.00	089°53'48"	78.45	N46°16'44"W	70.65
C35	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C36	50.00	090°04'39"	78.61	N43°44'02"E	70.76

P01: Case number is PR-000910-2026

# CONDITIONAL FINAL PLAT BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**OWNER:**  
EAGLE I INVESTMENTS, LLC  
DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
OLSSON, INC.  
AUSTIN MAYES, PE  
OK C.A. No. 2483 (PE/LS)  
EXPIRES JUNE 30, 2027  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-4294  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
OLSSON, INC.  
DARREL RAY MASON, OKPLS 1690  
OK C.A. NO. 2453 (PE/LS)  
EXPIRES JUNE 30, 2027  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
MIN. FRONT BUILDING SETBACK: 20'  
MIN. SIDE YARD SETBACK (BOTH): 10'  
MIN. SIDE YARD SETBACK (ONE): 5'  
MIN. REAR YARD SETBACK: 20'  
MAX. HEIGHT: 35'

**PLAT DATA**  
SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS  
TOTAL AREA = 1,130,080.26 SF, 25.94 AC

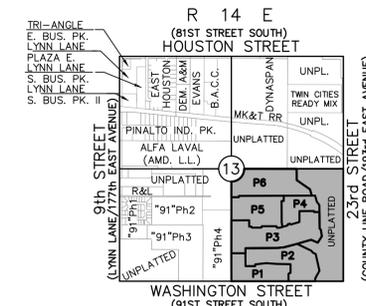
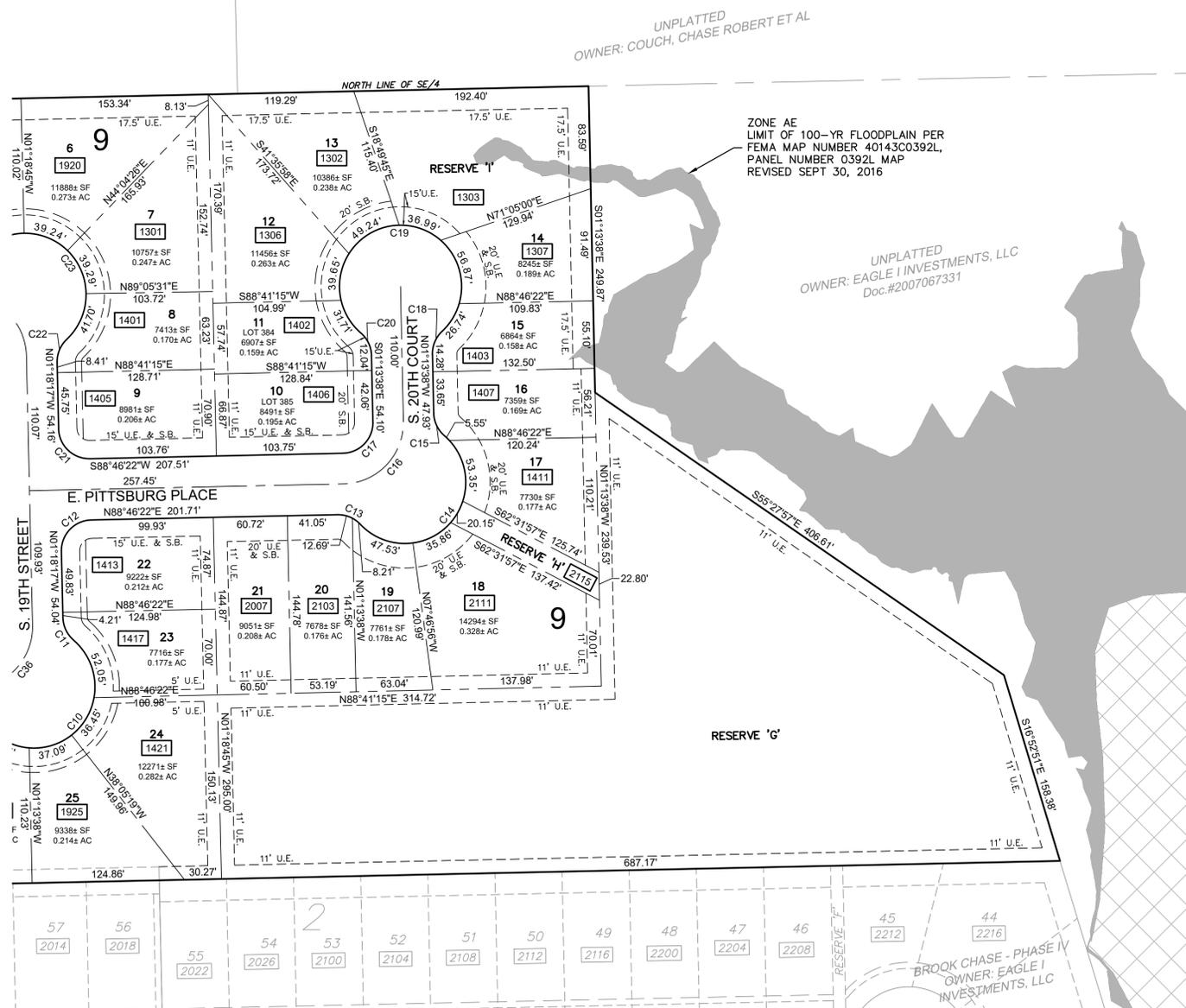
**UTILITY NOTES:**  
WATER SERVICE BY CITY OF BROKEN ARROW.  
SANITARY SERVICE BY CITY OF BROKEN ARROW.

**FLOOD ZONE**  
FEMA MAP NUMBER 40143C0392L  
PANEL NUMBER 0392L  
ZONE X  
MAP REVISED SEPT 30, 2016

**BASIS OF BEARINGS**  
OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE: 3501 THE WEST LINE OF THE SE/4  
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
N01°18'45"W

**BENCHMARK**  
BENCHMARK NAME: BA 26  
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
CAP-FLUSH-STAMPED "BA 26"  
SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM: NAVD 88 ELEV. 670.307



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
  - PROPOSED RIGHT OF WAY
  - PROPOSED LOT LINE
  - PROPOSED BUILDING SETBACK
  - PROPOSED EASEMENT LINE
  - EXISTING LOT LINE
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- 1 BLOCK NUMBER
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- 1916 LOT ADDRESS
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- EX. EXISTING
- L.N.A. LIMITS OF NO ACCESS
- ROW RIGHT OF WAY
- RES. RESERVE
- ESMT. EASEMENT
- S.B. SETBACK
- FFE FINISHED FLOOR ELEVATION

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma

Mayor \_\_\_\_\_

Attest: City Clerk \_\_\_\_\_

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

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.

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	11' UTILITY EASEMENT	2025089187
3	20' UTILITY EASEMENT	20250XXXXX
4	11' UTILITY EASEMENT	2025089188
5	11' UTILITY EASEMENT	20250XXXXX
6	PHASE III UTILITY EASEMENT TO BE SUNSET	

FEMA LOMR-F (CASE No. XX-XX-XXXX) NOTE:  
FOR LOT 15 OF BLOCK 9, BUILDING PERMITS CANNOT BE ISSUED UNTIL THE FEMA LOMR-F IS APPROVED.

CURVE TABLE					
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C29	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C30	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C31	25.00	048°11'23"	21.03	S64°40'40"W	20.41
C32	50.00	185°38'08"	16		

CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST NORTH 01°18'45" WEST, A DISTANCE OF 1971.42 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING;

THENCE BEGINNING AT THE NORTHWEST CORNER OF LOT 21 BLOCK 8 OF BROOK CHASE PHASE V, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 372.03 FEET ALONG SAID SECTION LINE;

THENCE NORTH 88°46'22" EAST FROM SAID SECTION LINE, A DISTANCE OF 890.25 FEET;

THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 249.87 FEET;

THENCE SOUTH 55°27'57" EAST, A DISTANCE OF 406.61 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 158.38 FEET TO THE NORTHEAST CORNER OF LOT 44 BLOCK 2 OF BROOK CHASE PHASE IV, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 125.00 FEET,

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 1801.91 FEET;

THENCE SOUTH 01°18'23" EAST, A DISTANCE OF 141.80 FEET;

THENCE SOUTH 88°42'35" WEST, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,130,080.26 SQUARE FEET OR 25.94 ACRES, MORE OR LESS.

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

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

A. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.

3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

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

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

5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

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 SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

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

E. SURFACE DRAINAGE

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

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

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

- 1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- 2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- 3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- 4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

- 1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
- 2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
- 3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
- 4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- 5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA 'G', 'H', AND 'I' IN BROOK CHASE PHASE VI IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- 1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- 2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- 3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- 4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- 5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- 6. NO DWELLING SHALL BE ERRECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- 7. ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- 8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERRECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- 9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- 10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- 11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- 1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
  - 2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
  - 3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
  - 4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
  - 5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
  - 6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
  - 7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
  - 8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE VI.
  - 9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
  - 10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
  - 11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
  - 12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE VI, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
  - 13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION
- C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

- 1. NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HERELUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- 2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- 3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- 4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNERS LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
- 5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
- 6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

P03: Change section to B

CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID, THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
13. DEVELOPMENT BY DECLARANT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED, WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENUE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLD AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
1. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.
2. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
3. SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE TO THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE TO THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

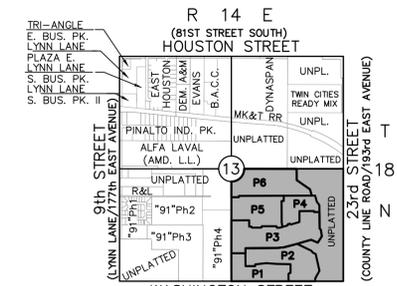
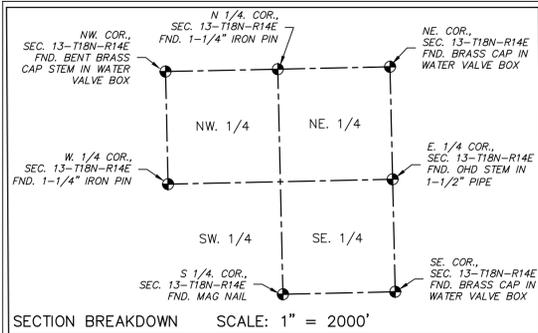
SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.



# CONDITIONAL FINAL PLAT BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



Location Map  
SCALE: 1"=2000'

**OWNER:**  
EAGLE I INVESTMENTS, LLC  
DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
OLSSON, INC.  
AUSTIN MAYES, PE  
OK C.A. No. 2483 (PELS)  
EXPIRES JUNE 30, 2027  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-2994  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
OLSSON, INC.  
DARREL RAY MASON, OKPLS 1690  
OK C.A. No. 2493 (PELS)  
EXPIRES JUNE 30, 2027  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
CURRENT ZONING: RS-4

- MIN. LOT FRONTAGE: 55'
- MIN. LOT AREA: 6,500 S.F.
- MIN. FRONT BUILDING SETBACK: 20'
- MIN. SIDE YARD SETBACK (BOTH): 10'
- MIN. SIDE YARD SETBACK (ONE): 5'
- MIN. REAR YARD SETBACK: 20'
- MAX. HEIGHT: 35'

**PLAT DATA**  
SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS  
TOTAL AREA = 1,130,080.26 SF, 25.94 AC

**UTILITY NOTES:**  
WATER SERVICE BY CITY OF BROKEN ARROW.  
SANITARY SERVICE BY CITY OF BROKEN ARROW.

**FLOOD ZONE**  
FEMA MAP NUMBER 40143C0392L  
PANEL NUMBER 0392L  
ZONE X  
MAP REVISED SEPT 30, 2016

**BASIS OF BEARINGS**  
OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE; 3501 THE WEST LINE OF THE SE/4  
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
N01°18'45"W

**BENCHMARK**  
BENCHMARK NAME: BA 26  
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
CAP-FLUSH-STAMPED "BA 26"  
SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM: NAVD 88 ELEV. 670.307



**LEGEND AND ABBREVIATIONS**

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- BLOCK NUMBER
- LOT NUMBER
- LOT ADDRESS
- SECTION CORNER
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- STORMWATER EASEMENT
- OVERLAND DRAINAGE EASEMENT
- ACCESS EASEMENT
- WATER LINE EASEMENT
- BUILDING LINE
- EXISTING
- L.N.A. LIMITS OF NO ACCESS
- ROW RIGHT OF WAY
- RES. RESERVE
- ESMT. EASEMENT
- S.B. SETBACK
- FFE FINISHED FLOOR ELEVATION

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma

Mayor \_\_\_\_\_

Attest: City Clerk \_\_\_\_\_

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

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.

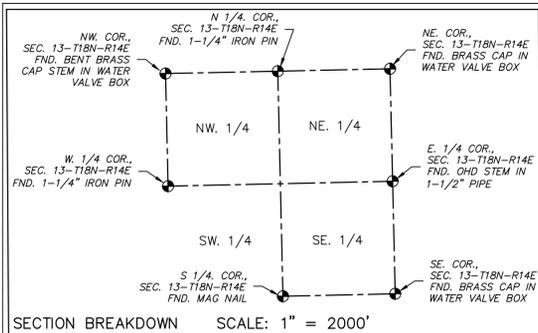
EXISTING EASEMENT / RIGHT-OF-WAY INFORMATION		
#	EASEMENT TYPE	DOC.#
1	20' UTILITY EASEMENT	20250XXXX
2	11' UTILITY EASEMENT	2025089188
3	11' UTILITY EASEMENT	20250XXXX
4	60' RIGHT-OF-WAY	20250XXXX
5	20' WATERLINE EASEMENT	BK. 4218, PG. 2028

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	048°10'28"	21.02	N25°23'59"W	20.41
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# CONDITIONAL FINAL PLAT BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**OWNER:**  
EAGLE I INVESTMENTS, LLC  
DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
OLSSON, INC.  
AUSTIN MAYES, PE  
OK C.A. No. 2483 (PE/LS)  
EXPIRES JUNE 30, 2027  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-4294  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
OLSSON, INC.  
DARREL RAY MASON, OKPLS 1690  
OK C.A. NO. 2453 (PE/LS)  
EXPIRES JUNE 30, 2027  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

**ZONING REQUIREMENTS**  
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
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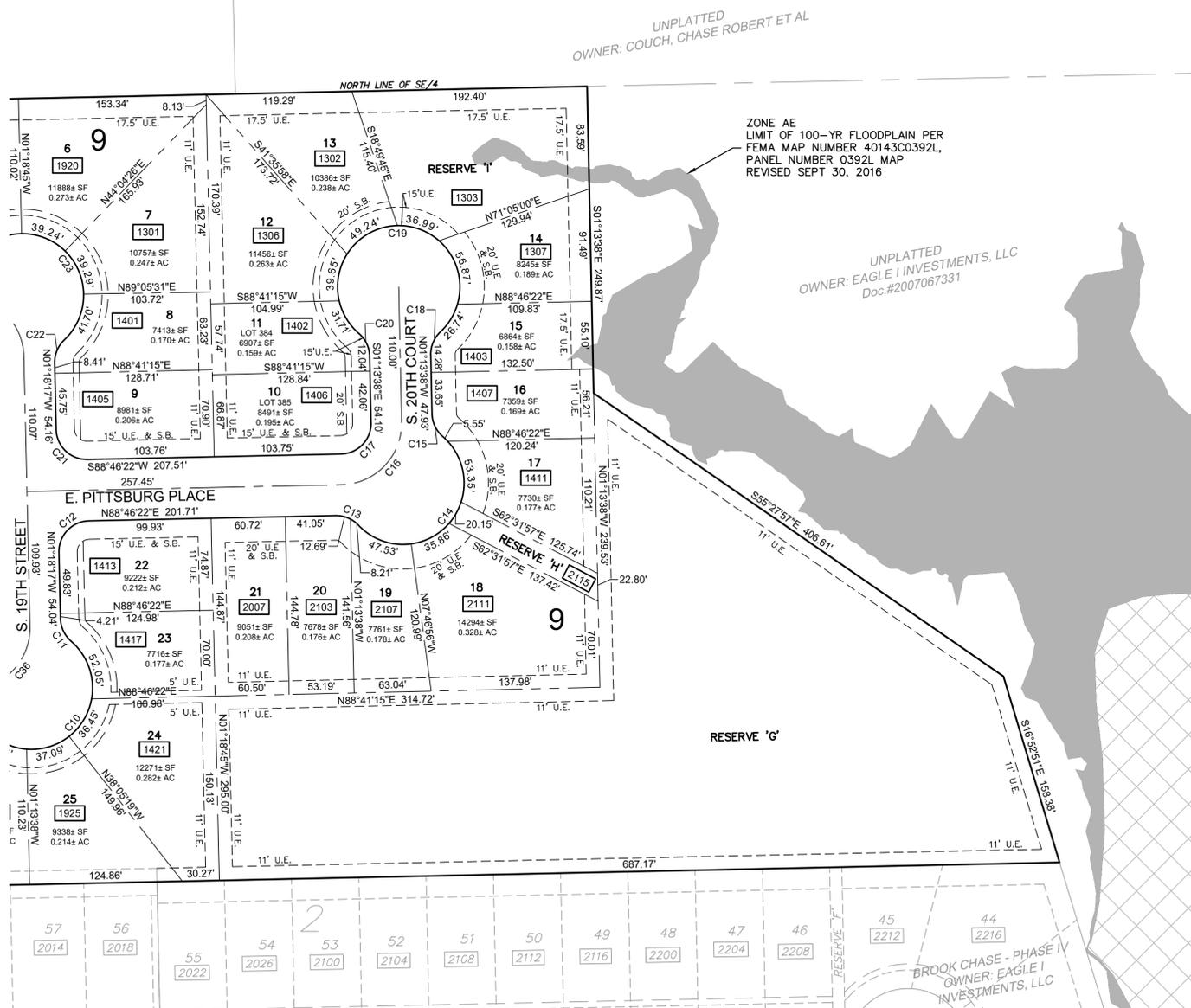
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FEMA MAP NUMBER 40143C0392L  
PANEL NUMBER 0392L  
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MAP REVISED SEPT 30, 2016

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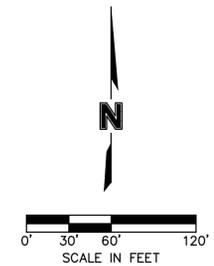
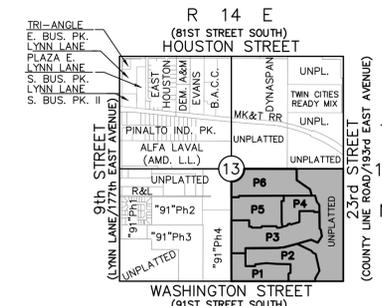
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- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
  - - - PROPOSED RIGHT OF WAY
  - - - PROPOSED LOT LINE
  - - - PROPOSED BUILDING SETBACK
  - - - PROPOSED EASEMENT LINE
  - - - EXISTING LOT LINE
  - - - EXISTING EASEMENT LINE
  - 1 BLOCK NUMBER
  - 1 LOT NUMBER
  - 1916 LOT ADDRESS
  - SECTION CORNER
  - U.E. UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - S.E. STORMWATER EASEMENT
  - O.D.E. OVERLAND DRAINAGE EASEMENT
  - A.E. ACCESS EASEMENT
  - W.E. WATER LINE EASEMENT
  - B.L. BUILDING LINE
  - EX. EXISTING
  - L.N.A. LIMITS OF NO ACCESS
  - ROW RIGHT OF WAY
  - RES. RESERVE
  - ESMT. EASEMENT
  - S.B. SETBACK
  - FFE FINISHED FLOOR ELEVATION

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma

Mayor \_\_\_\_\_

Attest: City Clerk \_\_\_\_\_

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

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.

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	11' UTILITY EASEMENT	2025089187
3	20' UTILITY EASEMENT	20250XXXXX
4	11' UTILITY EASEMENT	2025089188
5	11' UTILITY EASEMENT	20250XXXXX
6	PHASE III UTILITY EASEMENT TO BE SUNSET	

FEMA LOMR-F (CASE No. XX-XX-XXXX) NOTE:  
FOR LOT 15 OF BLOCK 9, BUILDING PERMITS CANNOT BE ISSUED UNTIL THE FEMA LOMR-F IS APPROVED.

CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST NORTH 01°18'45" WEST, A DISTANCE OF 1971.42 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING;

THENCE BEGINNING AT THE NORTHWEST CORNER OF LOT 21 BLOCK 8 OF BROOK CHASE PHASE V, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 372.03 FEET ALONG SAID SECTION LINE;

THENCE NORTH 88°46'22" EAST FROM SAID SECTION LINE, A DISTANCE OF 890.25 FEET;

THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 249.87 FEET;

THENCE SOUTH 55°27'57" EAST, A DISTANCE OF 406.61 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 158.38 FEET TO THE NORTHEAST CORNER OF LOT 44 BLOCK 2 OF BROOK CHASE PHASE IV, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 125.00 FEET,

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 1801.91 FEET;

THENCE SOUTH 01°18'23" EAST, A DISTANCE OF 141.80 FEET;

THENCE SOUTH 88°42'35" WEST, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,130,080.26 SQUARE FEET OR 25.94 ACRES, MORE OR LESS.

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

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

A. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.

3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

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

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

5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

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 SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

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

E. SURFACE DRAINAGE

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

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

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

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA 'G', 'H', AND 'I' IN BROOK CHASE PHASE VI IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERRECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERRECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.

2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.

3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.

5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.

6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.

7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.

8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE VI.

9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.

10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.

12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE VI, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUINER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNERS LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.

6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID, THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
13. DEVELOPMENT BY DECLARANT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED, WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENUE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLD AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
1. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.
2. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
3. SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE TO THE ASSOCIATION HEREUUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE TO THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
  - 1. DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
  - 2. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

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

OWNER'S CERTIFICATE AND DEDICATION

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

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE VI, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
SIGNATURE TITLE  
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE VI", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
SIGNATURE  
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE VI HAS BEEN FILED INTO TULSA COUNTY RECORDS.

\_\_\_\_\_  
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE VI.

\_\_\_\_\_  
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER



# City of Broken Arrow

## Request for Action

**File #:** 26-401, **Version:** 1

### Broken Arrow Planning Commission 03-12-2026

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

Approval of PR-000689-2024|PT-002681-2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, RS-C (Single-Family Residential - Compact), located one-quarter mile south of East Houston Street (81<sup>st</sup> Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)

**Background:**

**Applicant:** Wallace Design Collective, PC  
**Owner:** Tulsa Dev, LLC  
**Developer:** N/A  
**Engineer:** Wallace Design Collective, PC  
**Location:** One-quarter mile south of East Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)  
**Size of Tract** 39.56 acres  
**Number of Lots:** 118  
**Present Zoning:** RS-C (Single-family residential - Compact)  
**Proposed Zoning:** RS-C (Single-family residential - Compact)  
**Comp Plan:** Level 2 (Urban Residential)

PT-002681-2026, the Conditional Final Plat for Oak Creek Crossing, contains 118 lots on 39.56 acres. The property is located one-quarter mile south of East Houston Street (81st Street) on the east side of 23rd Street (County Line Road/ One-quarter mile south of East Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue) 193rd East Avenue).

Primary access to this development will be on 23<sup>rd</sup> Street (County Line Road/193<sup>rd</sup> East Avenue) to the west, E. Louisville St. to the east as part of existing Oak Creek South, and S. 27<sup>th</sup> Street to the south as part of existing Oak Creek South II subdivision.

According to FEMA maps, the entire property is located outside the floodplain. The preliminary plat was approved by Planning Commission on January 16, 2025.

This Conditional Final Plat was reviewed by the Technical Advisory Committee on March 3, 2026, where staff comments were made as on the attached plat.

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**File #: 26-401, Version: 1**

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**Attachments:** Conditional Final Plat with comments

**Recommendation:**

Staff recommends PR-000689-2024|PT-002681-2026, Conditional Final Plat for Oak Creek Crossing be approved subject to staff comments being satisfied.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

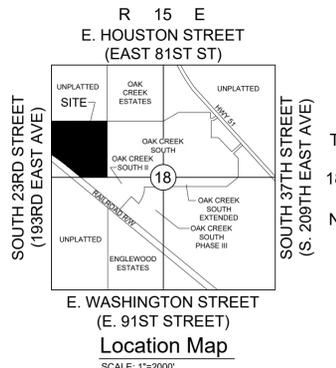
**RLB**

CONDITIONAL FINAL PLAT

OAK CREEK CROSSING

GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER: Tulsa L Dev., LLC
ENGINEER: Wallace Design Collective, PC
SURVEYOR: Wallace Design Collective, PC



LINE TABLE with columns: LINE #, LENGTH, BEARING. Lists lines L1 through L8 with their respective lengths and bearings.

CURVE TABLE with columns: CURVE #, LENGTH (L), RADIUS (R), DELTA (Δ), CHORD BEARING (CB), CHORD DISTANCE (CD). Lists curves C1 through C34 with their geometric details.

LEGEND defining symbols for B/L, ACC, LNA, R/W, U/E, F/E, BK/P.G., P.O.B., and address/lot block symbols.

SUBDIVISION STATISTICS: SUBDIVISION CONTAINS 118 LOTS IN 9 BLOCKS AND 5 RESERVE AREAS. PROPERTY ZONED R-2.

MONUMENTATION: MONUMENTATION FOUND AS NOTED. 3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.

FLOODPLAIN NOTE: THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA.

BLANKET EASEMENT EXCEPTIONS: 10. ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WAGONER COUNTY...

NOTE: SEE SHEET 2 FOR LOT AREA AND RESERVE TABLES

BACKFLOW PREVENTER NOTE: \*ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKFLOW DEVICE (BACKFLOW PREVENTER).

E12 Add a note that the FFE elevations meet or exceed the separation requirements for sanitary connections.

E01 simplify the easements by combining the U/E and the DE into one easement.

E11 Add the FFE elevations based on the surveyed pad elevations to the face of the plat

E15 The sum of the lots does not match the total length

E02 Transition the R/W to match the existing R/W

E09 Reserve E needs and address

E03 Add the phone number and the email contact for the owner

E10 Show the required 25' corner clips for r/w, this may result in the lot not meeting the minimum lot size

E04 Add FFE to the legend

E05 Add the supplier of the water and the sanitary to the subdivision statistics

E13 The sum of the lot lengths do not match the curve length

E14 The sum of the lot lengths do not match the total length

E07 A 50' tangent is required between reverse curves unless an engineering variance is granted

E06 The total length on C22 does not match the sum of the lot lengths

E08 List the application number for the closure of the easement

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

PRELIMINARY PLAT

# OAK CREEK CROSSING

GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

Lot Area Table (Block 1)		
Lot #	Area	(ACRE)
1	14,247.09	0.33
2	8,610.69	0.20
3	8,049.84	0.18
4	8,049.84	0.18
5	8,049.93	0.18
6	8,049.93	0.18
7	7,914.99	0.18

Lot Area Table (Block 2)		
Lot #	Area	(ACRE)
1	8,012	0.18
2	8,137	0.19
3	8,126	0.19
4	8,115	0.19
5	8,260	0.19
6	9,399	0.22

Lot Area Table (Block 3)		
Lot #	Area	(ACRE)
1	10,317	0.24
2	10,123	0.23
3	10,013	0.23
4	10,014	0.23
5	10,819	0.25
6	18,100	0.42
7	8,050	0.18
8	8,050	0.18
9	8,050	0.18
10	8,050	0.18
11	8,050	0.18
12	8,042	0.18
13	12,611	0.29
14	8,372	0.19
15	8,230	0.19

Lot Area Table (Block 4)		
Lot #	Area	(ACRE)
1	8,030.87	0.18
2	8,050.00	0.18
3	8,050.00	0.18
4	8,050.00	0.18
5	8,050.00	0.18
6	8,050.00	0.18
7	8,050.00	0.18
8	8,050.00	0.18
9	8,050.00	0.18
10	8,050.00	0.18
11	8,050.00	0.18
12	8,050.00	0.18
13	8,145.87	0.19
14	8,145.87	0.19
15	8,050.00	0.18
16	8,050.00	0.18
17	8,050.00	0.18
18	8,050.00	0.18
19	8,050.00	0.18
20	8,050.00	0.18
21	8,050.00	0.18
22	8,050.00	0.18
23	8,050.00	0.18
24	8,050.00	0.18
25	8,050.00	0.18
26	8,030.87	0.18

Lot Area Table (Block 5)		
Lot #	Area	(ACRE)
1	8,260.87	0.19
2	8,050.00	0.18
3	8,050.00	0.18
4	8,050.00	0.18
5	8,050.00	0.18
6	8,050.00	0.18
7	8,050.00	0.18
8	8,050.00	0.18
9	8,050.00	0.18
10	8,050.00	0.18
11	8,050.00	0.18
12	8,050.00	0.18
13	8,085.33	0.19
14	8,079.89	0.19
15	8,050.00	0.18
16	8,050.00	0.18
17	8,050.00	0.18
18	8,050.00	0.18
19	8,050.00	0.18
20	8,050.00	0.18
21	8,050.00	0.18
22	8,050.00	0.18
23	8,050.00	0.18
24	8,050.00	0.18
25	8,086.72	0.19
26	8,668.26	0.20

Lot Area Table (Block 6)		
Lot #	Area	(ACRE)
1	10,393.91	0.24
2	8,101.56	0.19
3	8,096.03	0.19
4	8,090.51	0.19
5	8,084.98	0.19
6	8,079.46	0.19
7	8,073.93	0.19
8	8,068.40	0.19
9	8,062.88	0.19
10	8,057.35	0.18
11	8,033.53	0.18
12	8,030.39	0.18
13	8,050.01	0.18
14	8,050.01	0.18
15	8,050.01	0.18
16	8,050.01	0.18
17	8,050.01	0.18
18	8,050.01	0.18
19	8,010.14	0.18
20	10,862.91	0.25

Lot Area Table (Block 7)		
Lot #	Area	(ACRE)
1	8,071.20	0.19
2	8,056.64	0.18
3	8,108.75	0.19
4	11,698.29	0.27

Lot Area Table (Block 8)		
Lot #	Area	(ACRE)
1	8,053.51	0.18
2	8,050.00	0.18
3	8,050.00	0.18
4	8,050.00	0.18
5	10,523.49	0.24

Lot Area Table (Block 9)		
Lot #	Area	(ACRE)
1	8,031.75	0.18
2	8,050.03	0.18
3	8,050.03	0.18
4	8,050.03	0.18
5	8,050.03	0.18
6	8,050.03	0.18
7	8,050.03	0.18
8	8,567.53	0.20
9	8,567.53	0.20

Reserve Area Table		
Lot #	Area	(ACRE)
A	41,664.69	0.96
B	27,001.63	0.62
C	111,360.48	2.56
D	15,208.22	0.35
E	751.11	0.02

ORIG SIZE: 24" X 36"

\\civl-server\projects\240182 Rausch Coleman - Couch Property\Drawings\PRODUCTION\Plat\240182 Cond Final Plat.dwg

CONDITIONAL FINAL PLAT

OAK CREEK CROSSING

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

XXXXXX XXXXXX, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (1.B.&M.), CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT A FOUND MAG NAIL BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE N88°52'22"E ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) FOR A DISTANCE OF 691.72 FEET TO A POINT ON THE RIGHT-OF-WAY TO THE MISSOURI KANSAS AND OKLAHOMA RAILROAD COMPANY AND THE POINT OF BEGINNING (P.O.B.); THENCE N51°50'49"W ALONG THE SAID RIGHT-OF-WAY FOR A DISTANCE OF 390.89 FEET; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 412.02 FEET, A LENGTH OF 409.19 FEET, A CHORD DISTANCE OF 409.02 FEET WITH A CHORD BEARING N54°25'14"W, THENCE N58°03'51"W FOR A DISTANCE OF 75.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION EIGHTEEN (18); THENCE N01°19'47"W ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER (NW1/4) FOR A DISTANCE OF 786.79 FEET TO A POINT ON THE SAID WEST LINE; THENCE N88°47'38"E FOR A DISTANCE OF 1304.45 FEET TO THE WEST LINE OF OAK CREEK SOUTH SUBDIVISION; THENCE S01°21'41"E FOR A DISTANCE OF 1320.30 FEET ALONG THE WEST LINE OF OAK CREEK SOUTH SUBDIVISION TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE S88°45'22"W ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) FOR A DISTANCE OF 613.46 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) AND THE POINT OF BEGINNING (P.O.B.)

AREA CONTAINS 35.15 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 118 LOTS, 9 BLOCKS, AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "OAK CREEK CROSSING", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "OAK CREEK CROSSING").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS AND THE ACCOMPANYING PLAT AS "UE"; "UTILITY EASEMENT" OR "RESERVE D" FOR THE SAID PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, 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, MANHOLES 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 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- 1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- 1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF 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 THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 PUBLIC SANITARY SEWER, OR STORM SEWER FACILITIES.

- 6. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON 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 FACILITIES.
7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

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 OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. DRAINAGE EASEMENTS

- 1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.
2. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BRKEN ARROW.
4. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE 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 THEREOF SHALL BE PAID BY THE OWNER, IN THE EVENT THE OWNER 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, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF BROKEN ARROW (HEREINAFTER THE "BROKEN ARROW DESIGN STANDARDS"). THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTAGE AND BETWEEN RESERVE BOUNDARIES OF ALL RESERVES PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. CONTINUOUS SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTAGE OF, AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND DETENTION IN RESERVES A, B AND C SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY, NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE OF SUCH CERTIFICATE. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 193RD EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, 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 ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

K. FENCE/LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FENCE/LANDSCAPE EASEMENTS" OR "FLE" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OAK CREEK CROSSING HOMEOWNERS' ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN THE SUBDIVISION, WHICH CONTAIN SUCH FENCES AND LANDSCAPE.

E18 Add language to section 2.A for reserve E

SECTION II. RESERVES

A. RESERVE A, B, C AND D - STORMWATER DETENTION AND UTILITY EASEMENTS

- 1. THE USE OF RESERVES A, B, C AND D SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A, B, C AND D ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A, B, C AND D AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A, B, C AND D AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.
5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A, B, C OR D, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A, B, C OR D UNLESS APPROVED BY THE CITY OF BROKEN ARROW.
6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A, B, C AND D SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A, B, C AND D.
8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION 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 LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/18TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE OAK CREEK CROSSING HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN OAK CREEK CROSSING, 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 HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' 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 HOMEOWNERS' 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 A DECLARATION TO BE EXECUTED AND RECORDED BY THE HOMEOWNERS' ASSOCIATION, AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST 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 HOMEOWNERS' 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 HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT IMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN 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 HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' 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.

SECTION IV. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS FOR OAK CREEK CROSSING SHALL FOLLOW ALL LOT AND BUILDING AREA REQUIREMENTS FOR R-2 OR SIMILAR ZONING DESIGNATION RECOGNIZED AND ENFORCED BY THE MOST CURRENT ZONING CODE OF THE CITY OF BROKEN ARROW, OKLAHOMA.

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 AND ITS SUCCESSORS AND ASSIGNS IN TITLE, WITHIN THE PROVISIONS OF SECTION I. 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, 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.

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, EASEMENTS AND UTILITIES AND SECTION II, RESERVES, 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 IV, DEVELOPMENT STANDARDS, 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 CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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: XXXXXX XXXXXX, AN OKLAHOMA LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT THIS \_\_\_ DAY OF \_\_\_\_, 2026.

XXXXXX XXXXXX

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ OF XXXXXX, LLC

ACKNOWLEDGMENT

STATE OF OKLAHOMA ) SS:

COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_, 2026.

BY \_\_\_\_\_ AS \_\_\_\_\_ OF XXXXXX, LLC

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION NO: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS OAK CREEK CROSSING, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_, 2026.



R. WESLEY BENNETT, PLS  
OK PLS 1562

ACKNOWLEDGMENT

STATE OF OKLAHOMA ) SS:

COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_, 2026.

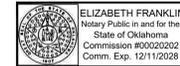
BY COLLECTIVE \_\_\_\_\_ AS \_\_\_\_\_ OF WALLACE DESIGN

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION NO: 00020202

MY COMMISSION EXPIRES: 12-11-28

[SEAL]





# City of Broken Arrow

## Request for Action

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**File #:** 26-400, **Version:** 1

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**Broken Arrow Planning Commission**  
**03-12-2026**

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

**Title:** Public hearing, consideration, and possible action regarding BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS-P, one-quarter mile south of Omaha Street 51<sup>st</sup> Street), west of 37<sup>th</sup> Street (209<sup>th</sup> E. Avenue)

**Background:**

**Applicant:** Alan Betchan, AAB Engineering, LLC

**Owner:** New Bedford Park, LLC

**Developer:** New Bedford Park, LLC

**Engineer:** AAB Engineering, LLC

**Location:** one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue)

**Size of Tract** 119.05 acres

**Number of Lots:** 1

**Present Zoning:** AG

**Proposed Zoning:** RS-P

**Comp Plan:** Level 2 (Urban Residential) & Greenway/Floodplain

BAZ-002651-2026 is a request to change the zoning designation on 119.05 acres from AG (Agricultural) to RS-P (Single-Family Residential - Preservation). The unplatted property is located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue). Applicant is proposing to develop single-family detached residential dwelling units on the property, which would be the fourth phase of the Pines at the Preserve development to the north.

According to the FEMA maps, some 100-year floodplain is present in the central part of the property. Access to this development would be available directly from 37<sup>th</sup> Street and indirectly from Omaha Street via the existing development to the north.

Surrounding land uses and zoning classifications include the following:

North	RS-P	The Pines at The Preserve addition
East	PUD-310 & RS-P	The Cedars at the Preserve
South	AG	Large lot residential
West	AG and RMH	Vanguard Academy and Johanna Woods

The Future Development Guide of the Comprehensive Plan shows the site to be designated as a Level 2. The RS-P zoning being requested is considered to be in accordance with the Comprehensive Plan in Level 2.

**Attachments:** Case Map  
Aerial Map  
Comprehensive Plan

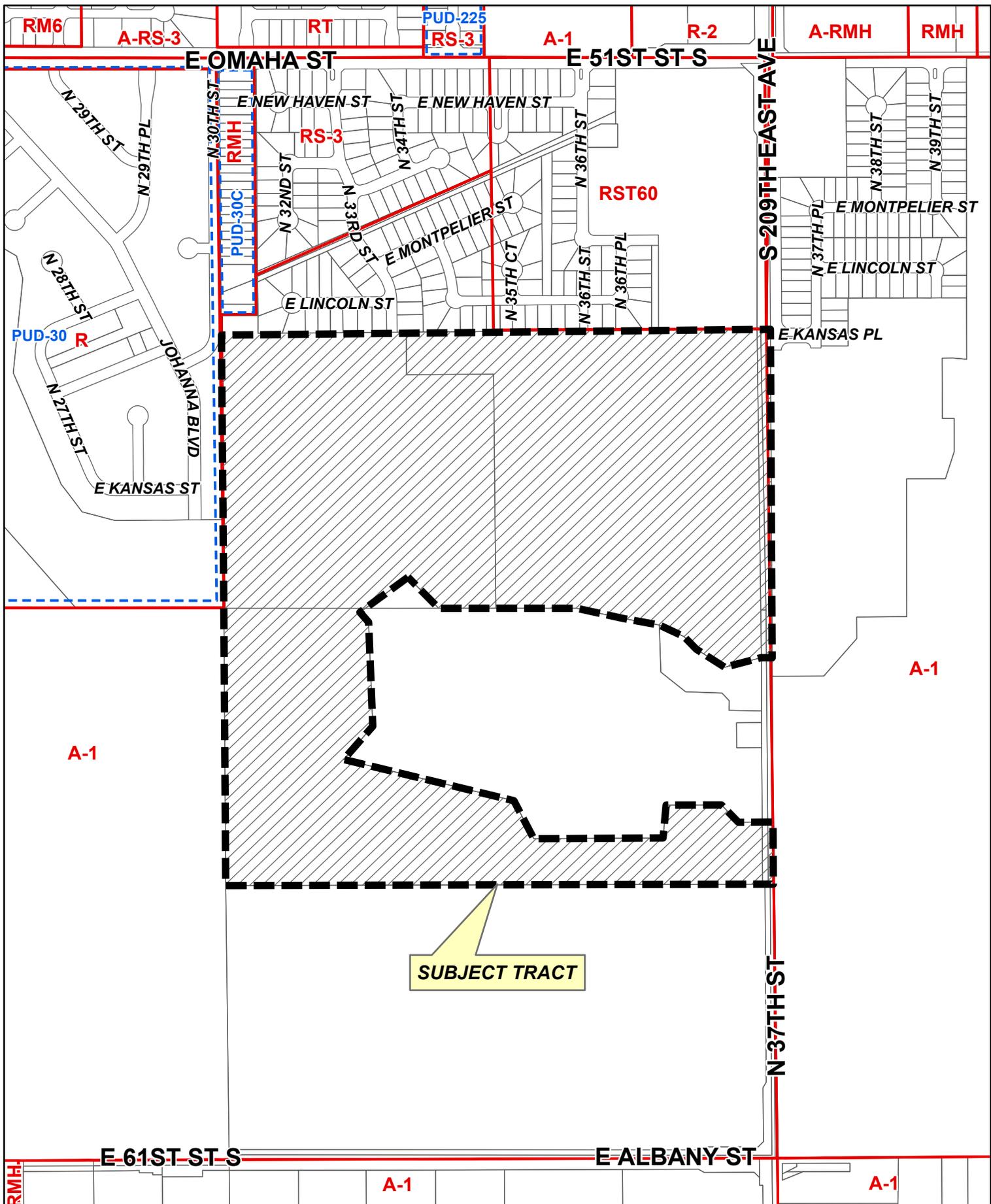
**Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002651-2026 be approved.

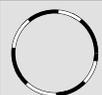
**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

MEH



**SUBJECT TRACT**

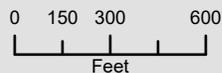


300' Radius



Subject Tract

**BAZ-002651-2026**



31 19-15





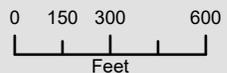
**SUBJECT TRACT**

Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2025



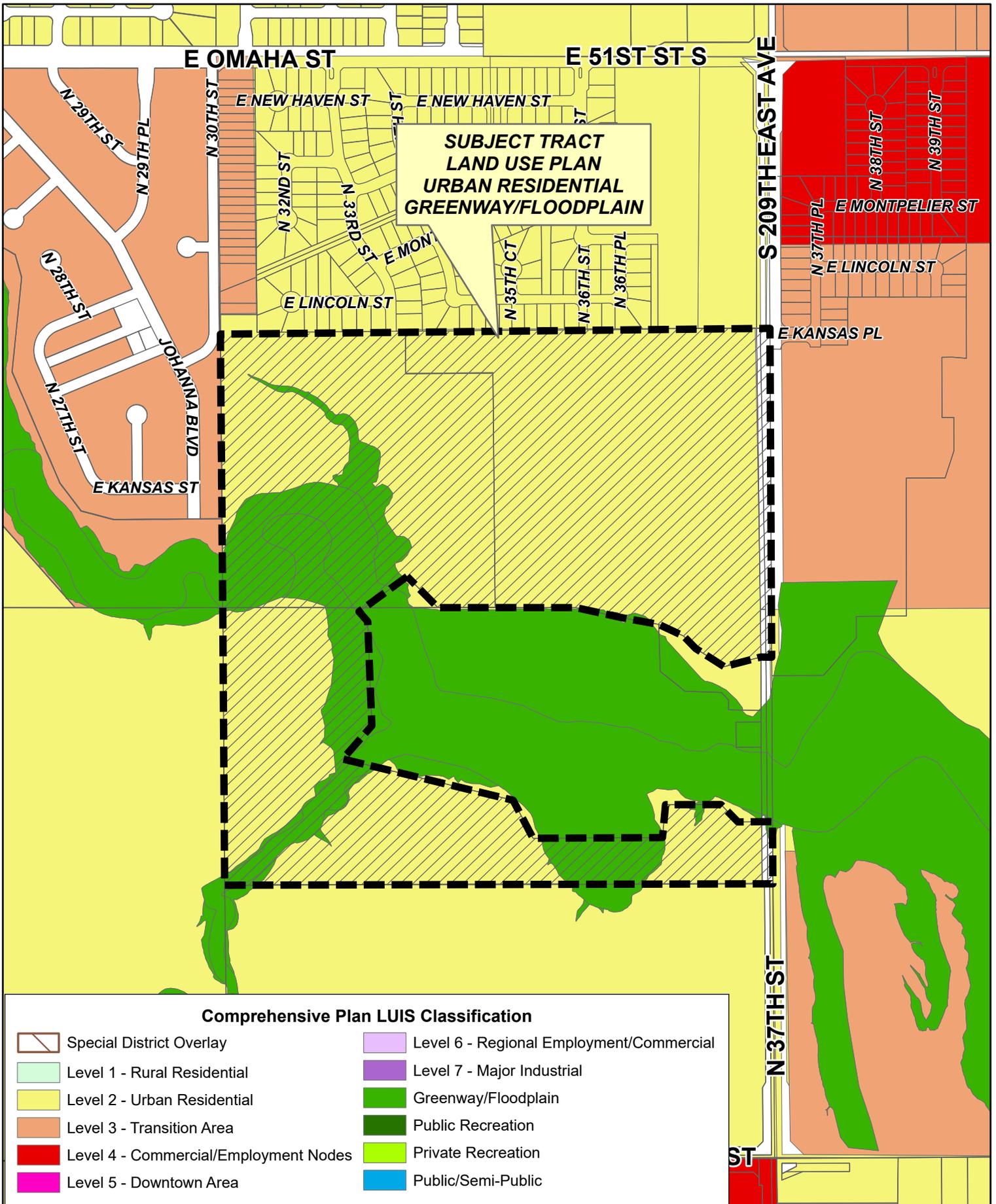
Subject Tract

**BAZ-002651-2026**



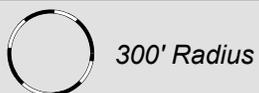
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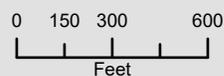


**Comprehensive Plan LUIS Classification**

- |  |  |
|--|--|
|  Special District Overlay              |  Level 6 - Regional Employment/Commercial |
|  Level 1 - Rural Residential           |  Level 7 - Major Industrial               |
|  Level 2 - Urban Residential           |  Greenway/Floodplain                      |
|  Level 3 - Transition Area             |  Public Recreation                        |
|  Level 4 - Commercial/Employment Nodes |  Private Recreation                       |
|  Level 5 - Downtown Area               |  Public/Semi-Public                       |



**BAZ-002651-2026**



31 19-15

