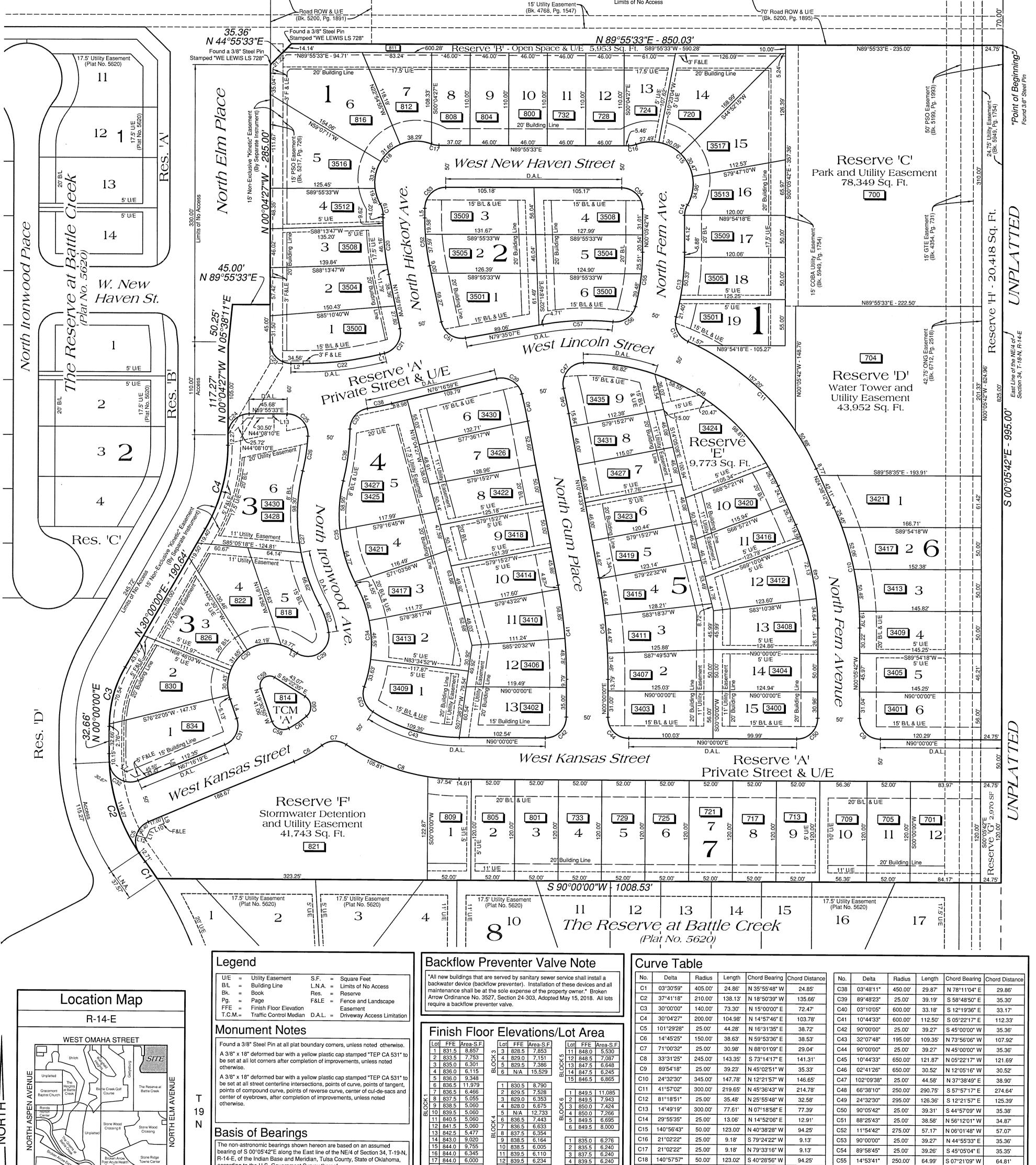
Tulsa County Clerk - MICHAEL WILLIS -Doc #: 7206 Page(s): 3 Recorded: 07/18/2025 08:57:23 AM Receipt #: 2025-42883 Fees: \$35.00 Planned Unit Development No. 453-2022 OWNER/DEVELOPER Ironwood Property Group, LLC an Oklahoma Limited Liability Company 12150 East 96th Street North, Suite 202 Owasso, Oklahoma 74055 A subdivision in the City of Broken Arrow, being a replat of Lot 1, 918.376.6536 Block1, Green Country Villas First Addition, and a part of the NE/4 of Section 34, Township 19 North, Range 14 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma **ENGINEER / SURVEYOR** Tulsa Engineering & Planning Associates, Inc. security deposit. 9810 East 42nd Street, Suite 100 Tulsa, Oklahoma 74146 918.252.9621 CERTIFICATE OF AUTHORIZATION NO. 531 RENEWAL DATE: JUNE 30, 2027 SCALE: 1" = 60 FEET North Line of the NE/4 of West Omaha Street Section 34, T-18-N, R-14-E-875.03' Stamped "WE LEWIS LS 728" N 44°55'33"E Found a 3/8" Steel Pin_ 17.5' Utility Easement (Plat No. 5620) Stamped "WE LEWIS LS 728" $\mathcal{J}_{3,\,\mathsf{F&LE}}$ 812 816

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$23,012.00 per trust receipt no.17667 to be applied to 2025 taxes. This certificate is NOT to be construed as payment of 2025 taxes in full but is given in order that this plat may be filed on record. 2025 taxes may exceed the amount of the

Dated: .07/18/2025 John M. Fothergill

NE Corner NE/4, Section 34, T-19-N, R-14-E Found 5/8" Steel Pin with Plastic Cap Stamped "GEODECA CA 5524"-



11 839.5 6,110 12 839.5 6,234

13 838.5 7,277

2 840.5 5,964

3 840.5 6,313 4 840.5 6,135

8 838.5 5,231

9 838.0 6,933

10 846.75 5,554

14.76'

7.79'

11.43'

7.79'

12 851.5 10,088

T.C.M. Area-S.F. "A" 2,416

Reserve "A" Area-S.F. 200,281

Distance

5.00'

11.67'

12.50'

Bearing

S 22°43'41" E

S 22°43'44" W

L13 N 00°04'27" W 5.00'

L8 N 22°43'41" W

L10 S 67°16'19" W

L12 N 74°03'53" W

5 840.5 5,613 X 6 840.5 5,479

3 836.5 7,213 4 843.5 7,094 5 843.0 5,835

6 841.5 6,718

 C
 1
 827.5
 9,961

 2
 828.0
 8,952

Line Table

Bearing

L4 S 19°30'50" E 23.74'

L7 N 57°11'38" W 30.98'

L1 S 76°16'59" W

L2 S 89°55'33" W

L3 N 58°22'35" W

L5 N 00°04'27" W

L6 N 58°22'35" W

C18 140°57'57"

C21 88°16'08"

C22 13°38'34"

C23 90°00'00"

C26 10°39'05"

C27 41°59'50"

C28 19°41'04"

C29 130°22'05"

C30 | 141°08'15"

C31 86°47'09"

C32 | 109°57'27"

C33 77°08'08"

C36 | 12°59'01"

41°59'50"

92°59'28"

325.00'

25.00'

390.00'

25.00'

25.00'

225.00'

225.00'

100.00'

25.00'

50.00'

25.00'

25.00'

25.00'

150.00'

175.00'

123.02' S 40°28'56" W

38.51' S 32°08'55" W

92.86' S 83°06'16" W

39.27' N 45°04'27" W

34.36' S 18°35'12" E

123.17' | S 51°03'18" W

33.66' N 19°18'08" W

128.27' N 07°25'50" W

S 06°01'48" E

N 44°55'33" E

S 43°34'43" E

S 08°14'33" W

S 07°25'50" E

S 56°26'23" W

S 23°52'45" W

N 57°44'57" W

N 04°34'54" W

67.57'

39.27'

40.57'

41.83'

164.92'

56.88'

37.87'

47.98'

124.86'

C37 | 79°30'06" | 25.00' | 34.69' | N 40°20'07" E | 31.97'

275.00' | 62.32' | N 07°04'35" E |

94.25'

35.36

35.36'

36.27'

41.77'

161.25'

34.19'

45.38'

94.30'

31.17'

121.29'

125.42'

62.18'

C55

14°53'41"

141°08'15"

13°16'02"

PR-000124-2022

Date of Preparation: 5/07/2025

25.00'

250.00' | 64.99' | S 07°21'09" W

300.00' 84.44' S 87°38'57" W

14.33' | 24.50' | N 68°28'57" W

11.33' 27.92' N 51°03'18" E

111.33' 25.78' S 55°54'54" W

of the City of Broken Arrow, Oklahoma

G:\21-163\Final\21-163 Final Plat.dwg, 6/25/2025 7203 PM.

107°39'27" | 14.33' | 26.93' | \$ 04°32'51" E

35.31' S 55°15'23" W

APPROVED 9-17-2024 by the City Council

64.81'

32.44'

84.17'

21.38'

23.14'

R-14-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma,

A 3" aluminum cap flush with ground stamped "BA 41" set in concrete post.

set on the south side of East 51st Street South (W. Omaha) approximately

0.55 mile east of South 145th East Avenue. (ADS Monument "BA 41")

Stormwater detention accommodations for this plat are provided in

accordance with Fee-In-Lieu of Detention Determination No. DD-100721-60

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

according to the U.S. Government Survey thereof.

Water to be supplied by the City of Broken Arrow. . Sewage to be received by the City of Broken Arrow.

Stormwater detention for this plat will be provided on site.

Stormwater Detention

Lot Addresses

Benchmark 🕀

Notes

Elevation = 792.84' N.A.V.D. 1988

FEMA Note

WEST ALBANY STREET

Section 34

Tulsa County

77 Lots - 21.7988 Acres

Per the FEMA FIRM, this property is located in Unshaded

40143C0385M, City of Broken Arrow Community No. 400236

FEMA Flood Zone "X", per FIRM Panel Number

with an Effective date of September 30, 2016.

IRONWOOD

DEED OF DEDICATION AND **RESTRICTIVE COVENANTS** PUD No. 453-2022

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Ironwood Property Group, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land contained within the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract also being that land described within Warranty Deed, Document No. 2009018832, as filed in the office of the Tulsa County Clerk, and also being more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter (NE/4):

Thence South 00°05'42" East, along the east line of said Northeast Quarter (NE/4), a distance of 70.00 feet to the "Point of Beginning", said point being the southeast corner of Easement for Roadway and Utilities, recorded in Book 5200, Page 1895, as filed in the office of the Tulsa County Clerk;

Thence South 00°05'42" East, continuing along said east line, a distance of 995.00 feet to the east northeast corner of The Reserve at Battle Creek, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma and filed as Plat No. 5620 in the office of the Tulsa County Clerk;

Thence South 90°00'00" West, along the north line of said Plat No. 5620, a distance of 1008.53 feet to a point on the easterly Right-of-Way line of North Elm Place:

Thence along said Right-of-Way the following Eight (8) courses:

Along a non-tangent curve to the left with a central angle of 03°30'59", a radius of 405.00 feet, an arc length of 24.86 feet, a chord bearing of North 35°55'48" West and a chord length of 24.85 feet;

Thence along a tangent reverse curve to the right with a central angle of 37°41'18", a radius of 210.00 feet, an arc length of 138.13 feet, a chord bearing of North 18°50'39" West and a chord length of 135.66

Thence North 00°00'00" East a distance of 32.66 feet;

Thence along a tangent curve to the right with a central angle of 30°00'00", a radius of 140.00 feet, an arc length of 73.30 feet, a chord bearing of North 15°00'00" East and a chord length of 72.47 feet;

Thence North 30°00'00" East a distance of 190.64 feet;

Thence along a tangent curve to the left with a central angle of 30°04'27", a radius of 200.00 feet, an arc length of 104.98 feet, a chord bearing of North 14°57'46" East and a chord length of 103.78

Thence North 00°04'27" West a distance of 117.27 feet;

Thence North 05°38'11" East a distance of 50.25 feet to a point on the south line of that portion of North Ironwood Avenue (Now known as North Elm Place) as dedicated by the recorded plat of Green Country Villa First Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, filed as Plat No. 4769 in the office of the Tulsa County Clerk;

Thence North 89°55'33" East, along said Right-of-Way, a distance of 45.00 feet;

Thence North 00°04'27" West, continuing along said Right-of-Way, a distance of 285.00 feet to a point on the southerly line of Easement for Roadway and Utilities, recorded in Book 5200, Page 1891, as filed in the office of the Tulsa County Clerk;

Thence North 44°55'33" East, along said southerly line, a distance of 35.36 feet:

Thence North 89°55'33" East, along the south line of said Easement and along the south line of said Easement for Roadway and Utilities. recorded in Book 5200, Page 1895, a distance of 850.03 feet to the "Point of Beginning".

Said tract contains 949,557 square feet or 21.7988 acres.

The non-astronomical bearings contained herein are based upon the east line of Northeast Quarter (NE/4) of Section Thirty-Four (34), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, as being South 00°05'42" East.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, 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 "IRONWOOD", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

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 public street 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, 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 <u>Underground Service</u>

- 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, 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 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, cable television also reserve 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 his 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 his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.
- 1.2.6 ONG's easement(s) recorded in Book 6712, Page 2518 remain in full force and effect. ONG's easement(s) pre-date the right-of-way dedication in this plat and may prohibit or limit certain uses of ONG's right-of-way, including paving, other utility lines, and permanent structures, without ONG's prior written consent.

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 his 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, 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, his agents or contractors.
- 1.3.4 The City of Broken Arrow, 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, 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 public 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 his/her 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 Homeowners' Association.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Omaha Street and North Elm Place within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow.

1.6 Private Streets

- 1.6.1 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 "IRONWOOD", 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 Ironwood Homeowners' Association. Inc., a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.
- 1.6.2 The Owner/Developer herein grants to the City of Broken Arrow, 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 1/2 feet on each side of the utility line, cable or facility.
- 1.6.3 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:
 - 1.6.3.1 Except in areas of Entry/Exit Medians the Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty-six (26) 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.

- 1.6.3.2 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").
- 1.6.4 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").

1.7 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Ironwood Homeowners' Association, Inc., formed pursuant to SECTION III -HOMEOWNERS' ASSOCIATION, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation within the Fence and Landscape Easement depicted on the accompanying plat. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the City of Broken Arrow Zoning Ordinance.

1.8 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.

1.9 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 "Ironwood Homeowner's Association, Inc.", an Oklahoma not-forprofit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for IRONWOOD. There is to be one Homeowners' Association for IRONWOOD, even though the property may be platted in phases.

1.10 <u>Drainage</u>

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 the construction of any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary.

1.11 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 of Broken

Date of Preparation: May 7, 2025

IRONWOOD Sheet 2 of 3

1.12 Restrictive Covenants

Additional covenants and restrictions for IRONWOOD 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" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "IRONWOOD", as set forth within Section IV hereof.
- 2.1.2 Reserve Areas "B", "C" and "E" shall be used for open space, park, signage, landscaping, walls, fencing, sidewalks, recreation, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "IRONWOOD", as set forth within Section IV hereof.
- 2.13 Reserve Area "D" shall be used for water tower and related uses and facilities, booster station, utilities, overland drainage, stormwater drainage, ingress and egress. Access for Reserve "D" will be at the City of Broken Arrow's discretion and will include city employees and support personnel. Maintenance of Reserve "D" will be the responsibility of the City of Broken Arrow.
- 2.14 Reserve Area "F" shall be used for open space, park, signage, landscaping, walls, fencing, sidewalks, recreation, overland drainage, stormwater drainage and detention facilities, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "IRONWOOD", as set forth within Section IV hereof.

2.2 All Reserves

- 2.2.1 All costs and expenses associated with all reserves, except Reserve "D", including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association.
- 2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, or its designated contractor, may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
- 2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow 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 1/77 of the costs. This lien may be foreclosed by the City of Broken Arrow.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "IRONWOOD" was submitted as a planned unit development (entitled PUD No. 453-2022) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow (Ordinance No. 2931) as amended and existing on February 7, 2023 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 453 was approved by the Broken Arrow Planning Commission on January 12, 2023 and approved by the City of Broken Arrow City Council, on February 7, 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, sufficient to assure the implementation and continued compliance with the approved planned unit development;

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; 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 <u>Development Standards - Single-Family Residential:</u>

3.1.1 Permitted Uses: As permitted within the RS-4 District by right or Specific Use

3.1.2 Minimum Lot Size 5,000 SF per unit

3.1.3 Minimum Lot Frontage 46 feet (at the Building Line)

- For lots abutting The Reserve 50 feet (at the Building Line) at Battle Creek

3.1.4 Minimum Front Yard (excluding corner lots) 20 feet

15 feet* 3.1.5 Minimum Front Yard (on corner lots)

*Garage openings shall be permitted on the reduced Front Yard setback on corner lots, provided the reduced Front Yard setback is increased from 15 ft. to 20 ft.

3.1.6 Minimum Rear Yard

20 feet

3.1.7 Side Yard

5 feet/5 feet

3.2 <u>Development Standards - Residential Duplex:</u>

Note: These Development Standards are intended for, and to accommodate the location of, the existing duplex buildings - 2 buildings/4 DUs

3.2.1 Permitted Uses:

As permitted within the RD District by right or Specific Use

3.2.2 Minimum Lot Size

8,000 SF

3.2.3 Minimum Lot Frontage 70 feet (at the Building Line) 3.2.4 Minimum Front Yard 8 feet 3.2.5 Minimum Rear Yard 17.5 feet

3.2.6 Side Yard

10 feet/10 feet

3.3 Perimeter Landscape Buffer:

A perimeter landscape buffer reserve area of at least 10 feet in width shall be provided along West Omaha Street with trees planted every 40 LF of street frontage; all trees are to be medium to large trees.

3.4 Landscaping:

Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that along West Omaha Street one tree per 40 linear feet will be provided. All trees will be medium to large trees. In addition to the sidewalks that will be constructed along all street frontages, a walking path will be constructed in the park area located north of the water tower.

Fencing:

All fencing along West Omaha Street 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. All perimeter fencing shall be owned and maintained by the homeowners' association.

3.6 Private Streets:

The private streets shall be constructed to the City of Broken Arrow standards and shall be owned and maintained by the homeowners' association. The private streets will be located in a reserve area that may be between 30 to 50 feet wide.

Sidewalks:

Sidewalks will be constructed along the perimeter public streets and the interior private streets. 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 department.

Drainage:

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

3.9 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, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1. 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 "Ironwood 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 attach to any Lot owned by the Owner/Developer.

4.2. 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.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

5.1. 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.

5.2. <u>Duration</u>

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.

The covenants contained within SECTION I. EASEMENTS

5.3. Amendment

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. 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 IRONWOOD; and, thereafter. at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) 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 4.3, the term "the Subdivision" shall explicitly mean the Plat of IRONWOOD.

5.4. 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.

5.5 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 24 day of Our

> Ironwood Property Group, LLC an Oklahoma limited liability company, by its Manager, CHARNEY PROPERTIES, INC, an Oklahoma corporation

State of Oklahoma)

County of Tulsa

Subscribed and sworn before me, a Notary Public, this $\lambda \omega$ day of , 2025, by David E. Charney, President of CHARNEY PROPERTIES, INC.



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 "IRONWOOD", 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 24th day of June, 2025.



Jest Mensel 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 24th day of June, 2025, by David W. Murdoch.

JACK TABER NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES MAY 31, 2028 COMMISSION #12005192

Jack Taber, Notary Public My commission No. 12005192 My commission expirers May 31, 2025



APPROVED 9-17-2024 by the City Council of the City of Broken Arrow. Johnnie Parko

Attest: City Clerk

IRONWOOD Sheet 3 of 3

Date of Preparation: May 7, 2025