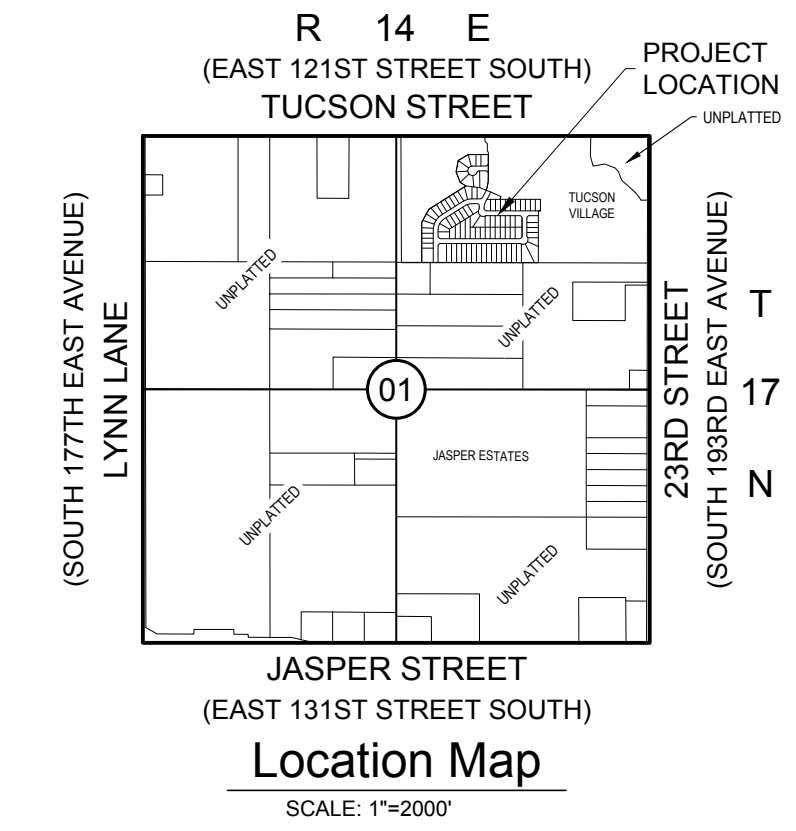
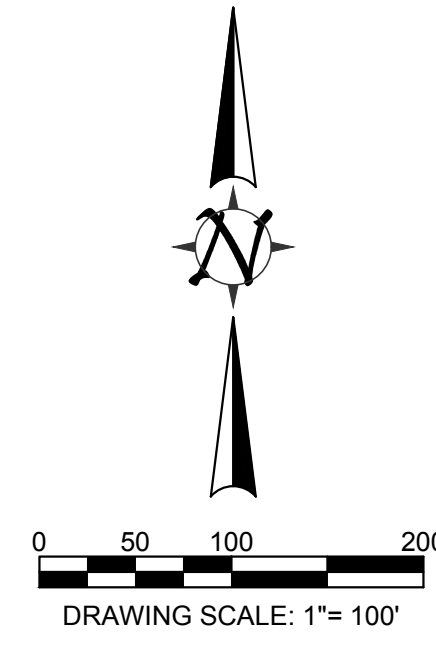


PRELIMINARY PLAT

Tucson Village II

PUD 234

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



OWNER/DEVELOPER

TUCSON VILLAGE, LLC
1615 EUCALYPTUS AVENUE
BROKEN ARROW
PHONE: 918.261.5200
FAX: 918.299.7787
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

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

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	218.63'	50.00'	250°31'44"
C3	30.77'	25.00'	70°31'44"
C4	39.27'	25.00'	90°00'00"
C5	89.07'	350.00'	14°34'49"
C6	24.03'	25.00'	55°04'06"
C7	98.20'	175.00'	32°09'04"
C8	176.69'	175.00'	57°50'56"
C9	39.27'	25.00'	90°00'00"
C10	39.27'	25.00'	90°00'00"
C11	126.21'	125.00'	57°50'56"
C12	70.14'	125.00'	32°09'04"
C13	41.15'	25.00'	94°17'56"
C14	13.13'	175.00'	04°17'56"
C15	13.29'	25.00'	30°27'58"
C16	131.71'	50.00'	150°55'56"
C17	13.29'	25.00'	30°27'58"
C18	39.27'	25.00'	90°00'00"
C19	39.27'	25.00'	90°00'00"
C20	13.29'	25.00'	30°27'58"
C21	131.71'	50.00'	150°55'56"
C22	13.29'	25.00'	30°27'58"
C23	39.27'	25.00'	90°00'00"
C24	39.27'	25.00'	90°00'00"
C25	76.35'	125.00'	34°59'40"
C26	102.23'	400.00'	14°38'36"

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY THREE (93) LOTS IN FOUR (4) BLOCKS AND TWO (2) RESERVE AREAS

BLOCK 1 5.13 ACRES - 27 LOTS
 BLOCK 2 5.29 ACRES - 32 LOTS
 BLOCK 3 1.75 ACRES - 12 LOTS
 BLOCK 4 5.17 ACRES - 22 LOTS

RESERVE A 14.14 ACRES
 RESERVE B 0.41 ACRES

FLOODPLAIN

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

LEGEND

- BL..... BUILDING LINE
- LNA..... LIMITS OF NO ACCESS
- RA..... RESTRICTED ACCESS
- POB..... POINT OF BEGINNING
- POC..... POINT OF COMMENCEMENT
- U/E..... UTILITY EASEMENT
- OD/E..... OVERLAND DRAINAGE EASEMENT
- F/E & L/E..... FENCE & LANDSCAPE EASEMENT
- DOD..... DEED OF DEDICATION
- R.O.W..... RIGHT OF WAY
- XXXX..... ADDRESSES

SITE DATA

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

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

LAND AREA
1,554,088 SF ± / 35.68 ACRES ±

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, UNLESS NOTED OTHERWISE.

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

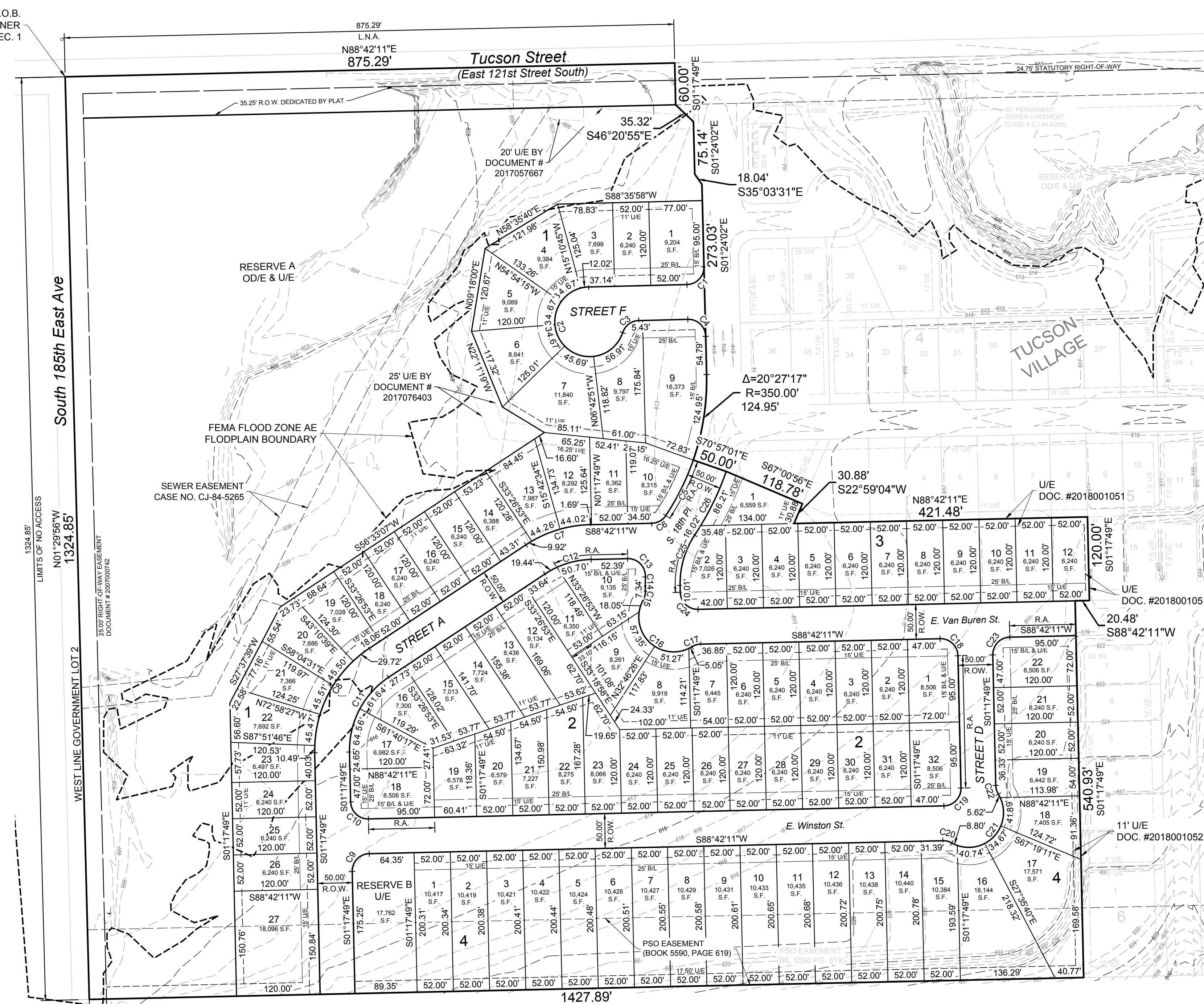
DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-_____

CONTACTS

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

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY 5848 EAST 15TH STREET TULSA, OK 74112 PHONE: 918.831.8293	AEP / PSO 212 EAST 6TH STREET TULSA, OK 74119 PHONE: 918.599.2351
WINDSTREAM TELECOM COMPANY 2300 EAST 1ST PLACE BROKEN ARROW, OK 74012 PHONE: 918.451.3427	COX COMMUNICATIONS 11811 EAST 51ST STREET TULSA, OK 74145 PHONE: 918.286.4658



APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON _____

MAYOR _____

ATTEST: CITY CLERK _____

PRELIMINARY PLAT

Tucson Village II

PUD 234

OWNER/DEVELOPER

TUCSON VILLAGE, LLC
1615 EUCALYPTUS AVENUE
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A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

NOW ALL MEN BY THESE PRESENTS:

TUCSON VILLAGE II, LLC, AN OKLAHOMA CORPORATION, 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 SITUATED IN GOVERNMENT LOT 1 AND LOT 2 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION ONE (1); THENCE NORTH 88°42'11" EAST ALONG THE NORTH LINE OF SAID SECTION ONE (1) A DISTANCE OF 875.29 FEET; THENCE SOUTH 01°17'49" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 46°20'55" EAST A DISTANCE OF 35.32 FEET; THENCE SOUTH 01°24'02" EAST A DISTANCE OF 75.14 FEET; THENCE SOUTH 35°03'31" EAST A DISTANCE OF 18.04 FEET; THENCE SOUTH 01°24'02" EAST A DISTANCE OF 273.03 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET AND A DELTA OF 20°27'17" A DISTANCE OF 124.95 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 08°49'37" WEST FOR 124.29 FEET; THENCE SOUTH 70°57'01" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 67°00'56" EAST A DISTANCE OF 118.78 FEET; THENCE SOUTH 22°59'04" WEST A DISTANCE OF 30.88 FEET; THENCE NORTH 88°42'11" EAST A DISTANCE OF 421.48 FEET; THENCE SOUTH 01°17'49" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 88°42'11" WEST A DISTANCE OF 20.48 FEET; THENCE SOUTH 01°17'49" EAST A DISTANCE OF 540.93 FEET TO THE SOUTH LINE OF GOVERNMENT LOTS ONE (1) AND TWO (2); THENCE SOUTH 88°44'26" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1427.89 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER (NE/4); THENCE NORTH 01°29'56" WEST ALONG SAID WEST LINE A DISTANCE OF 1324.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,554,088 S.F. AND 35.68 ACRES

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 93 LOTS, 4 BLOCKS, AND 2 RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TUCSON VILLAGE II II" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA. (THE "SUBDIVISION")

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. **PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW 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 ALL UTILITY LINES, INCLUDING 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 ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. **UNDERGROUND SERVICE**
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN 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 MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. **WATER, SANITARY SEWER AND STORM SEWER SERVICE**
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC

WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW MAY SPECIFICALLY ENFORCE THIS PROVISION.

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, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 WATER OR SEWER FACILITIES.

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

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

E. **GAS SERVICE**
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT AREAS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. **SURFACE DRAINAGE AND LOT GRADING RESTRICTION**
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 FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. **LIMITS OF NO ACCESS**
THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO TUCSON STREET (EAST 121ST STREET SOUTH) AND SOUTH 185TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA 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 ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. **RESERVE AREAS**
1. THE USE OF RESERVE AREA 'A' SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND OVERLAND DRAINAGE AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREA 'A' WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

2. THE USE OF RESERVE AREA 'B' SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING, A SWIMMING POOL AND RELATED FACILITIES OR OTHER USE PROVIDED BY THE OWNER/DEVELOPER AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREA 'B' WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

I. **SIDEWALKS**
SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

J. **MINIMUM BUILDING SETBACKS AND YARDS**
1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.

2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARD ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET. NO ACCESS SHALL BE ALLOWED TO STREETS THROUGH ABUTTING BUILDING LINE IS LESS THAN 25 FEET.

3. THE MINIMUM REAR YARD SHALL BE IN ACCORDANCE TO PUD-234 AND BE NO LESS THAN TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.

4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS

DEPICTED ON THE ACCOMPANYING PLAT.

K. **CERTIFICATE OF OCCUPANCY RESTRICTIONS**
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

L. **OVERLAND DRAINAGE EASEMENTS**
1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "OVERLAND DRAINAGE EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

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

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL.

4. ANY OVERLAND DRAINAGE EASEMENTS AREAS AND FACILITIES LOCATED WITHIN RESERVE AREAS, AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN OVERLAND DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION. IN THE EVENT THE LOT OWNER(S) OR 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, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OWNER(S) OR HOMEOWNERS ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BROKEN ARROW.

M. **FINISH FLOOR ELEVATIONS**
THE FINISHED FLOOR ELEVATIONS AS SHOWN ON THE PLAT ARE MINIMUM ALLOWED FOR ADEQUATE SANITARY SEWER SERVICE AND SHOULD NOT BE CONSIDERED AS THE FINAL, DESIGNED PROPER FINISHED FLOOR ELEVATION OF ANY DWELLING. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR DETERMINING THE PROPER FINISHED FLOOR ELEVATION OF THE RESPECTIVE DWELLING. THE FINISHED FLOOR ELEVATION SHALL BE DETERMINED BY ESTABLISHING AND ACCOUNTING FOR PROPER DRAINAGE IN ALL DIRECTIONS RELATIVE TO, BUT NOT LIMITED TO: ROADWAYS, AREAS OF HIGHER ELEVATION, THE NATURAL TOPOGRAPHIC SLOPE OF THE LOT, THE AESTHETICS OF THE PROPOSED ELEVATION OF THE DWELLING AND ELEVATION OF ADJACENT LOTS, ETC.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. **PLANNED UNIT DEVELOPMENT RESTRICTIONS**
WHEREAS TUCSON VILLAGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 234 PURSUANT TO SECTION 3, ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 1560) AS AMENDED AND EXISTED ON MAY 2, 2005 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"), WHICH PUD - 234 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON MARCH 12, 2015, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON APRIL 7, 2015; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE 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 INURE 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.

B. <u>PERMITTED USES</u>	SINGLE FAMILY DETACHED DWELLINGS
C. <u>GROSS RESIDENTIAL AREA</u>	52.35 ACRES FOR PUD-234
D. <u>MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)</u>	8,500 SF
E. <u>MAXIMUM NUMBER OF DWELLING UNITS</u>	200 FOR PUD-234
F. <u>MINIMUM LOT WIDTH</u>	52 FEET
G. <u>MINIMUM LOT SIZE</u>	6,000 SF
H. <u>MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET*</u>	15' ON SIDE YARD

* NO GARAGE OPENING SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. RESTRICTED ACCESS WILL BE SHOWN ACROSS THE PORTION OF THE LOT WITH THE 15 FOOT BUILDING SETBACK AS WELL AS 25 FEET ACROSS THE ADJACENT LOT. ON CORNER LOTS WITH A 15 FOOT BUILDING LINE SETBACK, FENCES SHALL NOT BE LOCATED BEYOND THE FRONT BUILDING LINE SETBACK IN THE EVENT THAT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD. THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 25'. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

I. **STREET DESIGN AND ACCESS LIMITATIONS**
ALL STREETS SHALL BE CONSTRUCTED AS REQUIRED TO MEET PUBLIC STREET STANDARDS AS DESCRIBED IN THE CITY OF BROKEN ARROW ENGINEERING STANDARDS. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG CURB LINE ROAD AND ADJACENT TO STREET RIGHT-OF-WAY. SIDEWALKS ALONG TUCSON STREET WILL NOT BE INCLUDED AS PART OF THIS PROJECT IN AREAS WHERE THE FLOODPLAIN ENCRONES IN THE STREET RIGHT OF WAY. THE COST OF THE ARTERIAL SIDEWALK, ALONG TUCSON

STREET, HAS BEEN PLACED IN ESCROW WITH THE CITY FOR FUTURE CONSTRUCTION. NO RESIDENTIAL LOTS SHALL BE ALLOWED TO HAVE DIRECT ACCESS TO E. TUCSON STREET OR COUNTY LINE ROAD.

J. **UTILITIES**
STORM SEWER, WATER AND SEWER SERVICE WILL BE PUBLICLY MAINTAINED UTILITIES PROVIDED BY THE CITY OF BROKEN ARROW AND INSTALLED BY THE DEVELOPER.

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

SECTION III. PRIVATE RESTRICTIONS

A. **ARCHITECTURAL COMMITTEE**

1. **PLAN REVIEW.** NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. **COMMITTEE PURPOSE.** 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 HERELUNDER, 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.

