# Conditional Final Plat Recieved 3-7-2025

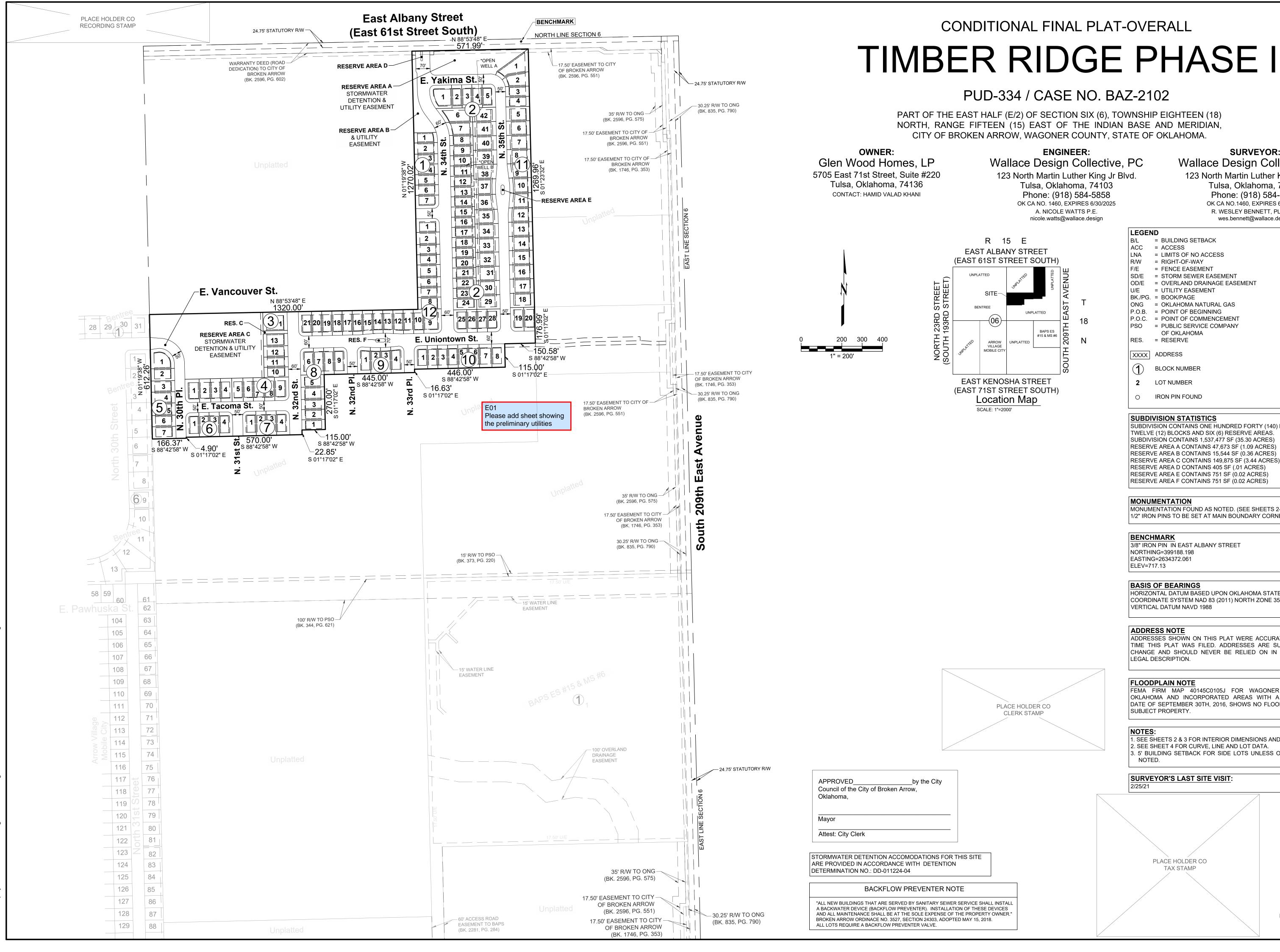
[1] 2040172 Co	nd Final Plat-Phase I-Sheet 1 (1)	
55 W SUT 172 E	Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1 Author: AYamaguchi	E01 Please add sheet showing the preliminary utilities
[3] 2040172 Co	nd Final Plat-Phase I-Sheet 3 (3)	
Ender State	Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3 Author: AYamaguchi	E02 Add dimensions for this easement and build line.
	Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3 Author: AYamaguchi	P01: Verify that the stub streets do not exceed the 150' length to require a temporary turn around.
Post A di indensia a angene by NCOC.	Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3 Author: AYamaguchi	P02: Add addresses as assigned by INCOG.
[5] 2040172 DC	DD PH I-Sheet 5 (1)	



Page Label: [5] 2040172 DOD PH I-Sheet 5 Author: AYamaguchi

P03:

Clarify that the developer is responsible for the arterial street frontage sidewalks. Individual property owners will be responsible for sidewalks on individual lots as they develop.

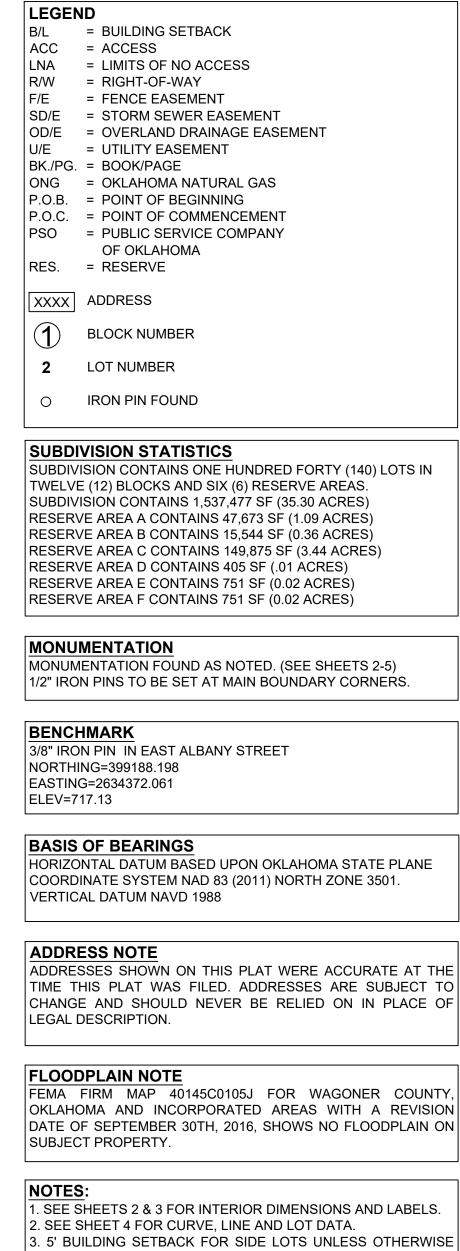




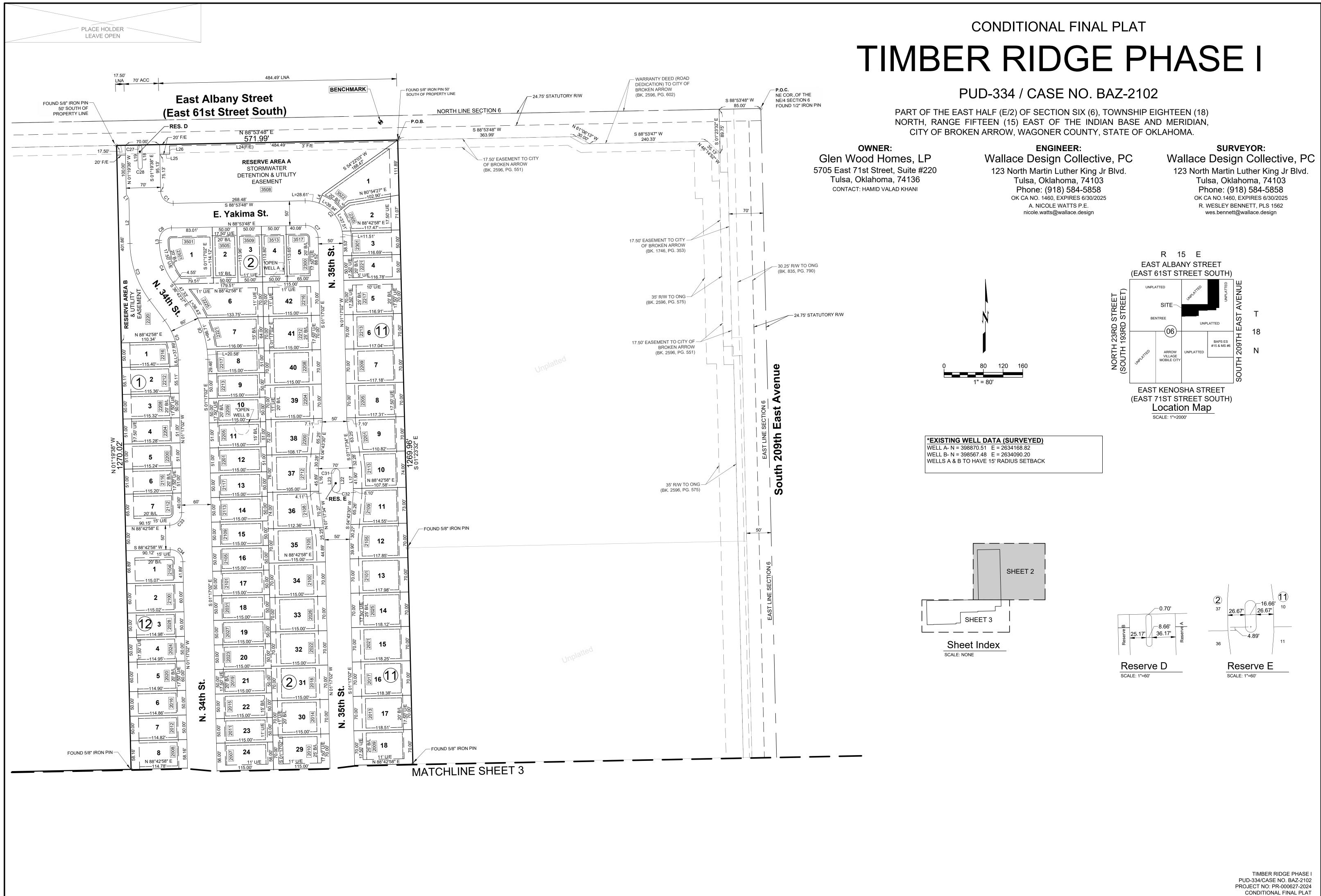


Wallace Design Collective, PC 123 North Martin Luther King Jr Blvd.

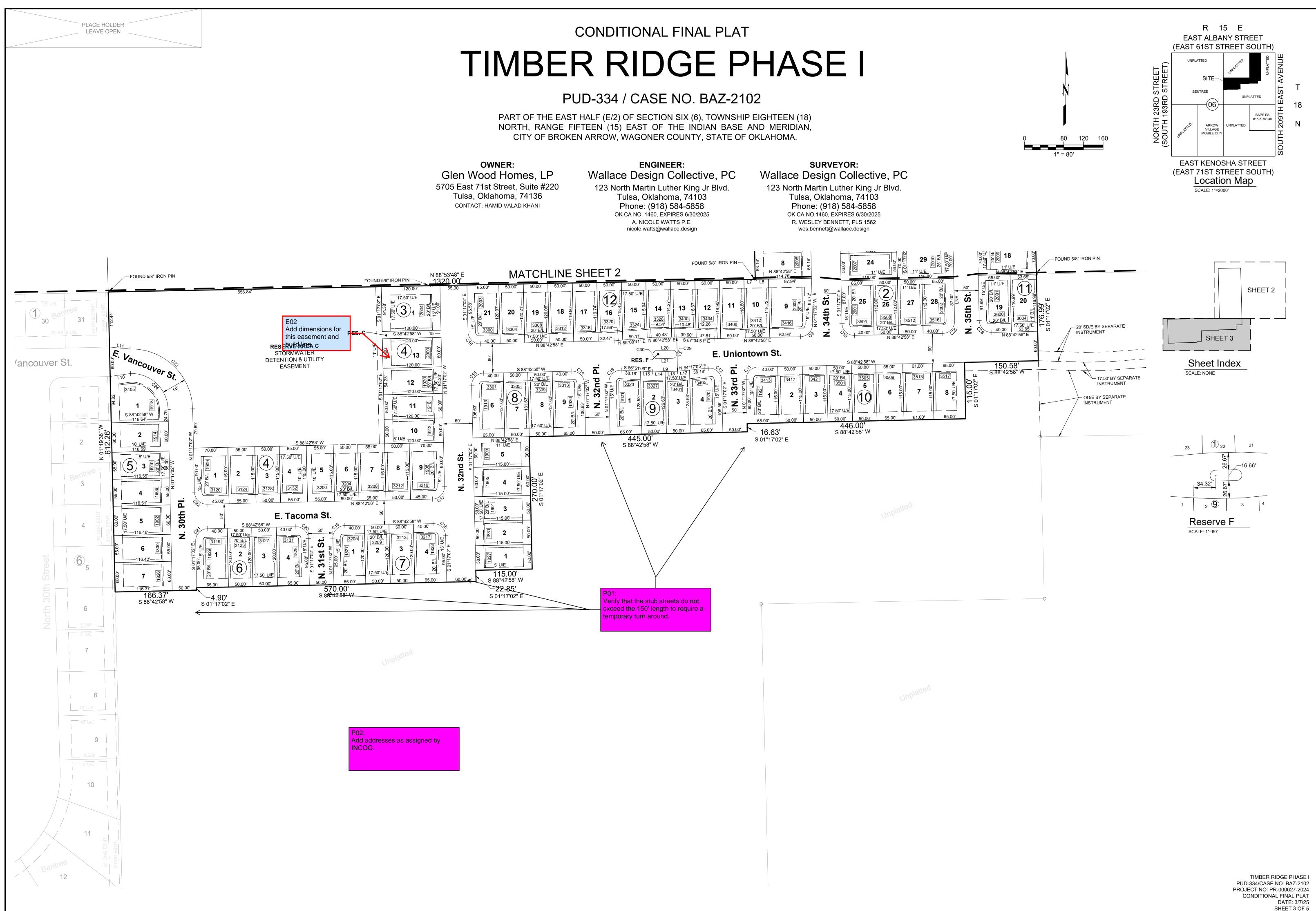
Tulsa, Oklahoma, 74103 Phone: (918) 584-5858 OK CA NO.1460, EXPIRES 6/30/2025 R. WESLEY BENNETT, PLS 1562 wes.bennett@wallace.design



TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 1 OF 5



DATE: 3/7/25 SHEET 2 OF 5



CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.17'	25.00'	89°46'34"	S 46°12'55" E	35.29'
C2	117.57'	75.00'	89°49'10"	N 46°11'37" W	105.90'
C3	123.57'	200.00'	35°23'59"	S 19°01'37" E	121.61'
C4	86.50'	140.00'	35°23'59"	S 19°01'37" E	85.13'
C5	86.60'	140.00'	35°26'35"	N 19°00'19" W	85.23'
C6	123.72'	200.00'	35°26'35"	N 19°00'19" W	121.76'
C7	39.19'	25.00'	89°49'10"	N 46°11'37" W	35.30'
C8	39.37'	25.00'	90°13'26"	S 43°47'05" W	35.42'
C9	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C10	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C11	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C12	41.20'	25.00'	94°25'53"	N 48°29'59" W	36.70'
C13	41.20'	25.00'	94°25'53"	S 45°55'55" W	36.70'
C14	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C15	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C16	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C17	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C18	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C19	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C20	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C21	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C22	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C23	196.35'	125.00'	90°00'00"	N 46°17'02" W	176.78'
C24	117.81'	75.00'	90°00'00"	S 46°17'02" E	106.07'
C25	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C26	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C27	13.60'	4.33'	180°00'00"	S 88°40'22" W	8.66'
C28	13.60'	4.33'	180°00'01"	S 88°40'22" W	8.66'
C29	26.17'	8.33'	180°00'00"	S 01°17'02" E	16.66'
C30	26.17'	8.33'	180°00'00"	N 01°17'02" W	16.66'
C31	26.17'	8.33'	180°00'00"	N 88°42'58" E	16.66'
C32	26.17'	8.33'	180°00'00"	S 88°42'58" W	16.66'
C33	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C34	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'

LINE TABLE			
LINE #	LENGTH	BEARING	
L1	10.00'	N 31°19'38" W	
L2	91.34'	N 01°19'38" W	
L3	4.58'	N 01°19'38" W	
L4	20.00'	N 20°45'08" E	
L5	37.75'	N 51°16'02" E	
L6	12.57'	N 01°17'02" W	
L7	23.16'	N 88°53'48" E	
L8	26.84'	N 88°42'58" E	
L9	50.97'	N 88°42'58" E	
L10	42.00'	N 81°55'25" E	
L11	42.06'	S 84°24'42" E	
L12	24.59'	S 84°17'05" W	
L13	25.48'	S 88°42'58" W	
L14	25.48'	S 88°42'58" W	
L15	24.59'	N 86°51'09" W	
L16	50.00'	S 01°17'02" E	
L17	50.00'	S 01°17'02" E	
L18	40.00'	S 01°19'38" E	
L19	40.00'	N 01°19'38" W	
L20	32.00'	N 88°42'58" E	
L21	32.00'	S 88°42'58" W	
L22	32.00'	S 01°17'02" E	
L23	32.00'	N 01°17'02" W	
L24	460.16'	S 88°53'48" W	
L25	20.00'	S 88°53'48" W	
L26	17.00'	N 01°19'38" W	

# CONDITIONAL FINAL PLAT

PUD-334 / CASE NO. BAZ-2102

	a Table (Bl	OCK I)
Lot #	Area	(Acre)
1	5,708	0.13
2	6,358	0.15
3	5,767	0.13
4	5,880	0.13
5	5,878	0.13
6	5,876	0.13
7	7,353	0.17
Lot Are	a Table (Bl	ock 2)
Lot #	Area	(ACRE)
1	11,444	0.26
2	5,702	0.13
3	5,694	0.13
4	5,686	0.13
5	7,247	0.17
6	10,866	0.25
7	7,871	0.18
8	5,757	0.13
9	5,748	0.13
10	5,739	0.13
11	5,865	0.13
12	5,865	0.13
13	5,750	0.13
14	5,750	0.13
15	5,750	0.13
16	5,750	0.13
17	5,750	0.13
18	5,750	0.13
19	5,750	0.13
20	5,750	0.13
21	5,750	0.13
22	5,750	0.13
23	5,750	0.13
24	6,440	0.15
25	7,146	0.16
26	5,600	0.13
27	5,600	0.13
28	7,146	0.16
29	8,050	0.18
30	8,050	0.18
31	8,050	0.18
32	8,050	0.18
33	8,050	0.18
34	8,050	0.18
35	8,017	0.18
36	8,027	0.18
30	8,027	0.18
38	8,058	0.18
38	8,050	0.18
40	8,050	0.18
41	8,050	0.18
42	8,050	0.18
Lot Area Table (Block 3)		
Lot #	Area	(ACRE)

Lot Area Table (Block 4)			
Lot #	Area	(ACRE)	
1	7,916	0.18	
2	6,325	0.15	
3	5,750	0.13	
4	6,325	0.15	
5	6,325	0.15	
6	5,750	0.13	
7	6,325	0.15	
8	5,750	0.13	
9	7,916	0.18	
10	6,000	0.14	
11	6,000	0.14	
12	6,508	0.15	
13	7,200	0.17	
Lot Area	a Table (B	lock 5)	
Lot #	Area	(ACRE)	
1	10,332	0.24	
2	6,997	0.16	
3	6,411	0.15	
4	6,409	0.15	
5	6,989	0.16	
6	6,404	0.15	
7	6,984	0.16	
Lot Area	a Table (B	lock 6)	
Lot #	Area	(ACRE)	
1	7,666	0.18	
2	6,000	0.18	
3	6,000	0.14	
4	7,666	0.14	
	a Table (B		
	-	-	
Lot #	Area	(ACRE)	
1	7,666	0.18	
2	6,000	0.14	
3	6,000	0.14	
4	7,666	0.18	
Lot Area	a Table (B	lock 8)	
Lot #	Area	(ACRE)	
1	5,750	0.13	
2	5,750	0.13	
3	5,750	0.13	
4	6,900	0.16	
5	6,900	0.16	
6	8,422	0.19	
7	6,582	0.15	
8	6,582	0.15	
9	8,422	0.19	
Lot Area	a Table (B	lock 9)	
Lot #	Area	(ACRE)	
1	8,358	0.19	
2	6,355	0.15	
3	6,355	0.15	
4	8,358	0.19	
L			

Lot Area Table (Block 10)			
Lot #	Area	(ACRE)	
1	7,341	0.17	
2	5,750	0.13	
3	5,750	0.13	
4	5,750	0.13	
5	5,750	0.13	
6	6,325	0.15	
7	7,015	0.16	
8	7,475	0.17	
Lot Area	a Table (Bl	ock 11)	
Lot #	Area	(ACRE)	
1	11,306	0.26	
2	7,598	0.17	
3	5,835	0.13	
4	5,837	0.13	
5	8,179	0.19	
6	8,188	0.19	
7	8,198	0.19	
8	8,207	0.19	
9	8,008	0.18	
10	8,010	0.18	
11	8,080	0.19	
12	8,197	0.19	
13	8,254	0.19	
14	8,264	0.19	
15	8,273	0.19	
16	8,282	0.19	
17	8,291	0.19	
18	8,301	0.19	
19	7,470	0.13	
20	6,276	0.14	
	a Table (Bl	1	
Lot #	Area	(ACRE)	
1	7,565	0.17	
2	6,903	0.16	
3	5,750	0.13	
4	5,748	0.13	
5	6,895	0.16	
6	5,744	0.13	
7	5,742	0.13	
8	6,677	0.15	
9	10,306	0.24	
10	5,937	0.14	
11	5,944	0.14	
12	5,906	0.14	
13	5,760	0.13	
14	5,720	0.13	
15	5,837	0.13	
16	5,973	0.14	
17	5,991	0.14	
18	5,999	0.14	
19	6,007	0.14	
20	6,015	0.14	
21	7,697	0.18	
		1	

TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 4 OF 5

#### TIMBER RIDGE

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, LP, HEREINAFTER REFERRED TO AS THE "OWNER". IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKI AHOMA

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, 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 AT THE NORTHEAST CORNER OF SAID SECTION SIX (6); THENCE S88°53'48"W AND ALONG THE NORTH LINE OF SAID SECTION SIX (6) FOR A DISTANCE OF 85.00 FEET; THENCE S01°23'32"E FOR A DISTANCE OF 89.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST/ STREET SOUTH); THENCE N46°14'52"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 35.13 FEET; THENCE S88°53'47"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 240.33 FEET; THENCE N61°06'13"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE S88°53'48"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 363.99 FEET TO THE POINT OF BEGINNING; THENCE S01°23'32"E FOR A 1269.96 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 176.99 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 150.58 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 115.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 446.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 16.63 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 445.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 270.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 115.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 22.85 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 570.00 FEET: THENCE S01°17'02"E FOR A DISTANCE OF 4.90 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 166.37 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 612.26 FEET; THENCE N88°53'48"E FOR A DISTANCE OF 1320.00 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 1270.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N88°53'48"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 571.99 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 140 LOTS, 12 BLOCKS, AND 6 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "TIMBER RIDGE").

#### SECTION I. EASEMENTS AND UTILITIES

#### A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E", "UTILITY EASEMENT" OR "RESERVE A, B OR C" 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, 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 HEREIN 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, ERECTED, 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 WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) INTERFERE WITH PUBLIC WATER MAINS, OR IN THE JUDEMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- 3. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4), 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.

- 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. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) 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 UNOBST FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVA responsible for the arterial street CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBST frontage sidewalks. Individual DRAINAGE OF STORM AND SURFACE WATERS OVER A property owners will be responsible COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE for sidewalks on individual lots as OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOM, they develop

# F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS, CITY OF BROKEN ARROW ORDINANCES AND CITY OF 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.

#### G. 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.

### H. 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 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. FURTHER 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.

#### I. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST ALBANY STREET 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.

#### SECTION II. RESERVES

A. RESERVES A AND C - STORMWATER DETENTION AND UTILITY EASEMENTS 1. THE USE OF RESERVES A AND C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A AND C ARE

REFERRED TO IN SECTION III BELOW.

- 2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A AND C 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 AND C 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 OR C, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A OR C UNLESS APPROVED BY THE CITY OF BROKEN ARROW
- 6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A AND C SHALL BE MAINTAINED BY THE HOMEOWNER'S 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.

# CONDITIONAL FINAL PLAT TIMBER RIDGE PHASE I PUD-334 / CASE NO. BAZ-2102 **DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

# 5. THE CITY OF BROKEN ARROW, OKLAHOMA , OR ITS SUCCESSORS, SHALL AT ALL TIMES

RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION

- 7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A AND C.
- 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 1/141ST OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE B, D, E AND F - OPEN SPACE AND UTILITY EASEMENTS

- 1. THE USE OF RESERVE B SHALL BE LIMITED TO AN OPEN SPACE COMMON AREA AND THE PLACEMENT OF PUBLIC UTILITIES. RESERVE B, D, E AND F IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW
- 2. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVE B, D, E AND F AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
- 3. RESERVE B SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED COMMON AREA AND OPEN SPACE FUNCTIONS, RESERVE B. D. E AND F SHALL BE MAINTAINED IN AN ORDERLY CONDITION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NUISANCE ORDINANCES OF 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 TIMBER RIDGE 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 TIMBER RIDGE, 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 ASSESSMENT

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. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY WITHIN THE SUBDIVISION WAS MADE SUBJECT TO PUD-334 IN ACCORDANCE WITH THE TERMS OF THE BROKEN ARROW ZONING CODE, WHICH WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION (THE "BAPC") ON JANUARY 13, 2022 IN CASE NO. BAZ-2102 AND PUD 334, AND WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON FEBRUARY 1, 2022, THE IMPLEMENTING ORDINANCE TO BE ADOPTED UPON APPROVAL OF FINAL PLAT; AND

WHEREAS, THE 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 THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD 334; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION IN ACCORDANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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.

USE AND DEVELOPMENT OF THE PROPERTY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS: A. DEVELOPMENT AREA "A" - SINGLE FAMILY STANDARDS

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-4 DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE. EXCEPT AS NOTED HEREIN:

NET LAND AREA: PHASE I-35.30 ACRES/1,537,477 SF (OVERALL-83.792 ACRES/3,649,983 SF)

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MINIMUM LOT AREA:

MAXIMUM NUMBER OF LOTS:

MINIMUM LOT FRONTAGE:

MAXIMUM LOT COVERAGE (%)

MINIMUM BUILDING SETBACKS:

CORNER OR ADJACENT TO PUBLIC STREET: 20 FT MAXIMUM HEIGHT:

- \* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING
- B. DEVELOPMENT AREA "C" DUPLEX STANDARDS (NOT INCLUDED IN PHASE I)

DEVELOPMENT AREA "C" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RD DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN: NET LAND AREA:

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RD ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. MINIMUM LOT AREA: 8,000 SF (4000 PER DU)

MAXIMUM NUMBER OF LOTS:

MINIMUM LOT FRONTAGE:

MAXIMUM LOT COVERAGE (%)

MINIMUM BUILDING SETBACKS: SIDE:

- CORNER OR ADJACENT TO PUBLIC STREET: 25 FT
- THE FRONT YARD BETWEEN THE TWO LOTS SHALL NOT EXCEED FIVE FEET.

C. RESERVES - OPEN SPACE

OPEN SPACE RESERVES WILL BE PROVIDED FOR TRAILS AND OTHER RECREATIONAL USES. IN ADDITION, STORMWATER DETENTION AND EXISTING UTILITY EASEMENTS. D. SIGNAGE AND FENCING:

ONE (1) SIGN SHALL BE PERMITTED ALONG THE FRONTAGE ADJACENT TO EACH OF THE ARTERIAL STREETS, NOT TO EXCEED THIRTY-TWO (32) SQUARE FEET IN SIZE, AND MAXIMUM EIGHT (8) FEET IN HEIGHT NOT INCLUDING COLUMNS. FENCING MAY ALSO BE PROVIDED ADJACENT TO EACH OF THE ARTERIAL STREETS RIGHTS-OF-WAY. E. AMENITIES:

NOT LESS THAN 10% OF THE NET LAND AREA SHALL BE PRESERVED AS COMMON OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS. THE MAJORITY OF THIS AREA WILL TAKE THE FORM OF ONSITE STORMWATER DETENTION POND RESERVE AREAS. WHICH WILL INCLUDE TWO (2) OR MORE OF THE FOLLOWING: INTERCONNECTED WALKING TRAILS/SIDEWALKS, PARKS, PLAYGROUNDS, PICNIC AREAS, GAZEBO OR OTHER COVERED SHELTER, FISHING PIERS, AND AERATION FOUNTAINS. THE PARK AND POND WITHIN DEVELOPMENT AREA B SHALL CONTAIN OFF STREET PARKING FOR THE CONVENIENCE OF THE RESIDENTS AND THEIR GUESTS AND VISITORS WITHIN THE SUBDIVISION

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. PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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.

# 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.

5,600 SF

440 LOTS

50 FT

INTERIOR: 55%

CORNER: 65%

FRONT: 20 FT\*

SIDE: 5 FT

REAR: 15 FT

35 FT OR 2.5 STORIES

ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL BE NO OBSTRUCTION IN A 15-FOOT FRONT YARD (SUCH AS BUILDINGS, FENCES, PARKED VEHICLES, ETC.) AND VEHICULAR ACCESS SHOULD BE FROM THE STREET WITH THE LOWEST DESIGN SPEED AND CAPACITY AND LOWEST TRAFFIC VOLUME. THE JOG IN THE FRONT YARD BETWEEN THE TWO LOTS SHALL NOT EXCEED FIVE FEET.

DEVELOPMENT AREA "C" INCLUDED IN THIS DEED OF DEDICATION FOR REFERENCE

9.319 ACRES / 405,919 SQ FT

42 LOTS

70 FT

INTERIOR: 55%

CORNER: 65%

FRONT: 25 FT\*

10 FT ON UNATTACHED SIDE

REAR: 20 FT

\* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL BE NO OBSTRUCTION IN A 15-FOOT FRONT YARD (SUCH AS BUILDINGS, FENCES, PARKED VEHICLES, ETC.) AND VEHICULAR ACCESS SHOULD BE FROM THE STREET WITH THE LOWEST DESIGN SPEED AND CAPACITY AND LOWEST TRAFFIC VOLUME. THE JOG IN

#### IN WITNESS WHEREOF: GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_ GLEN WOOD HOMES. LP

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: OF GLEN WOOD HOMES, LP ACKNOWLEDGMENT STATE OF OKLAHOMA ) SS:

COUNTY OF TULSA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_\_\_\_\_, 2025,

AS \_\_\_\_\_ OF GLEN WOOD HOMES, LP

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 TIMBER RIDGE PHASE I 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 \_\_\_\_\_ . 2025.

WESLEY BENNETT 1562R. WESLEY BENNETT, PLS OK PLS 1562 ACKNOWLEDGMENT STATE OF OKLAHOMA ) SS COUNTY OF TULSA THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF , 2025, OF WALLACE DESIGN COLLECTIVE NOTARY PUBLIC \_ MY COMMISSION EXPIRES: 12/11/2028 MY COMMISSION NUMBER: 00020202 [SEAL] ELIZABETH FRANKLI Notary Public in and for the State of Oklahoma Commission #00020202 Comm. Exp. 12/11/2028

TIMBER RIDGE PHASE I PUD-334/CASE NO. BAZ-2102 PROJECT NO: PR-000627-2024 CONDITIONAL FINAL PLAT DATE: 3/7/25 SHEET 5 OF 5