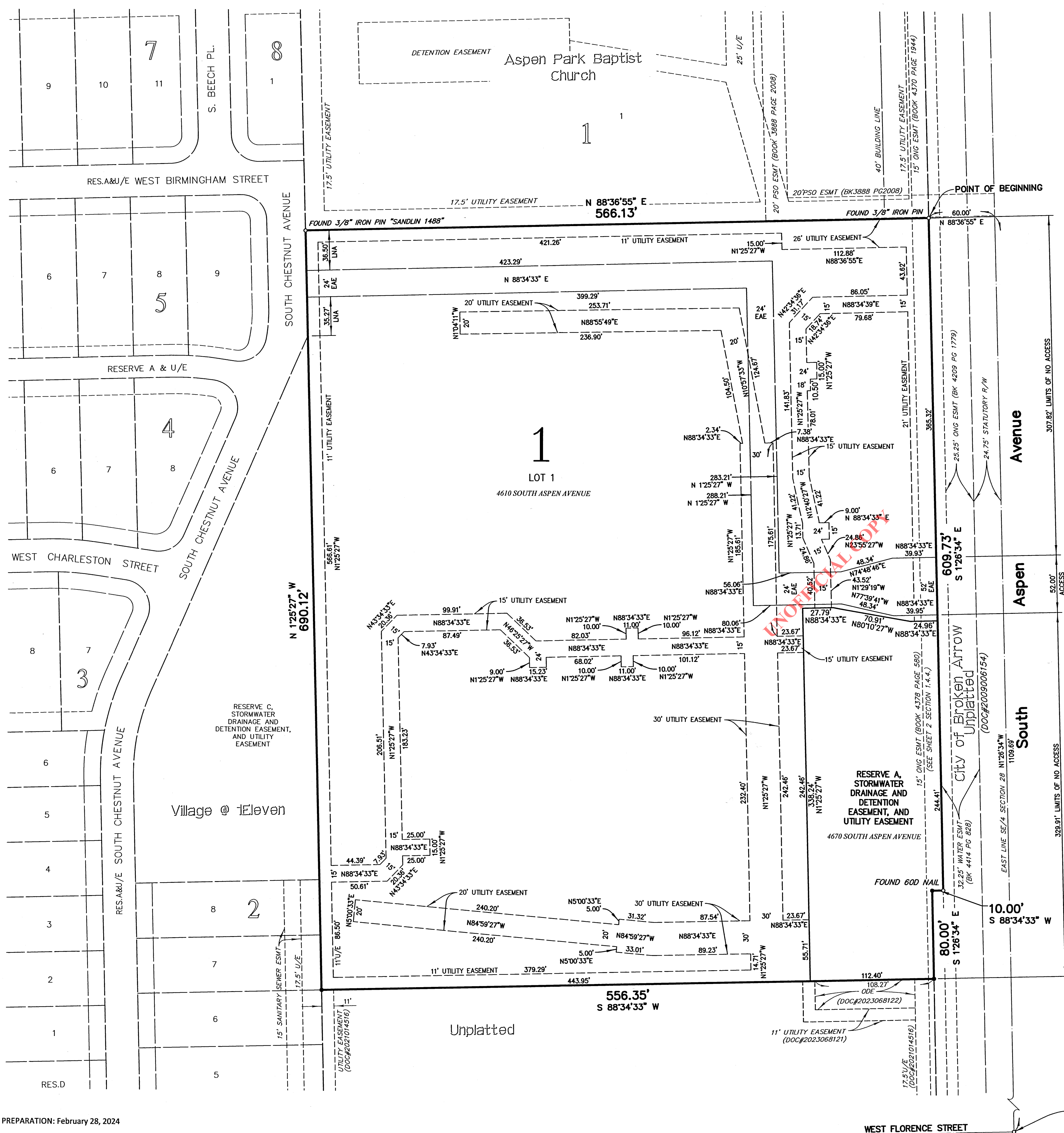
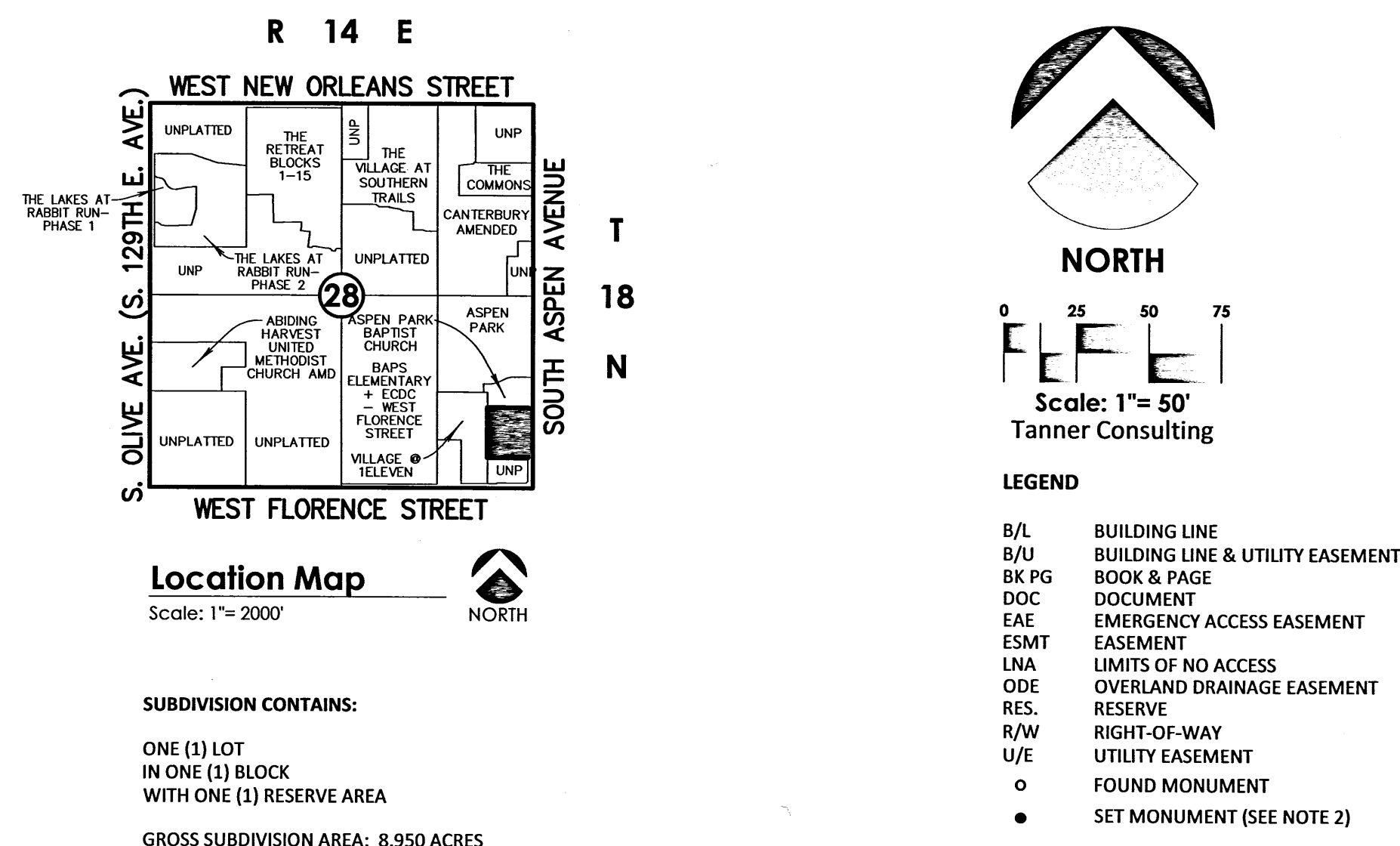




DATE OF PREPARATION: February 28, 2024



PUD-288A

Village @ 1Eleven FLATS

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

OWNER:
BLDP SC 1ELEVEN LP
A TEXAS LIMITED PARTNERSHIP
CONTACT: JASON BRADSHAW
EMAIL: JBRADSHAW@BLDPRE.COM
3963 Maple Avenue, Suite 450
Dallas, Texas 75219
Phone: (469) 840-5376

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBATHSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET OR FOUND 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(A) 5/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) SECTION 28;
(B) 1" IRON PIN FOUND AT THE SOUTHWEST CORNER OF SOUTHEAST QUARTER (SE/4) OF SECTION 28;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°34'33" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH ASPEN AVENUE, BEING A PUBLIC STREET.
- ALL BUILDINGS REQUIRE SANITARY SEWER BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-100518-36.
- ALL LAND WITHIN THE SUBDIVISION IS LOCATED WITHIN UNSHADED ZONE X PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 40143C03891, LAST REVISED OCTOBER 16, 2012.

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 \$15,902.00 per trust receipt no. 17510 to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 03/06/2024

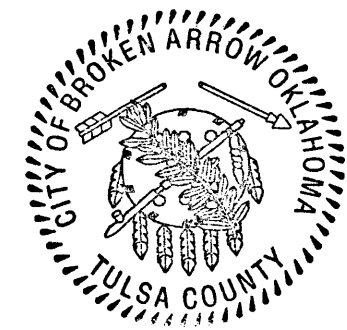
John M. Tanner

Tulsa County Treasurer

By: [Signature]

Deputy

APPROVED 10-11-21 by the City Council of the City of Broken Arrow, Oklahoma.
[Signature]
Mayor
[Signature]
Attest: City Clerk, Deputy



Village @ 1Eleven Flats
CASE NO. PR-000236-2023
SHEET 1 OF 3

PUD-288A

Village @ 1Eleven FLATS

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

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT BLDP SC 1ELEVEN LP, A TEXAS LIMITED PARTNERSHIP (HEREINAFTER, THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 1°26'34" WEST AND ALONG THE EAST LINE OF SAID SE/4 SE/4 FOR A DISTANCE OF 1109.69 FEET; THENCE SOUTH 88°36'55" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), "ASPEN PARK BAPTIST CHURCH"; A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5729), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°26'34" EAST AND ALONG THE CURRENT WEST RIGHT-OF-WAY LINE OF SOUTH ASPEN AVENUE, FOR A DISTANCE OF 609.73 FEET; THENCE SOUTH 88°34'33" WEST AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 1°26'34" EAST AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 80.00 FEET; THENCE SOUTH 88°34'33" WEST FOR A DISTANCE OF 556.35 FEET; THENCE NORTH 1°25'27" WEST FOR A DISTANCE OF 690.12 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, "ASPEN PARK BAPTIST CHURCH"; THENCE NORTH 88°36'55" EAST AND ALONG THE SOUTH LINE OF LOT 1, FOR A DISTANCE OF 566.13 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 389,863 SQUARE FEET OR 8.950 ACRES.

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

- 5/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 28;
 - 1" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 28;
- THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°34'33" WEST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK AND ONE (1) RESERVE AREA, ALL AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "VILLAGE @ 1ELEVEN FLATS"; A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "VILLAGE @ 1ELEVEN FLATS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. EASEMENTS AND UTILITIES

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, 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 REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.1. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

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

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

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

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

1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

EACH LOT AND RESERVE AREA 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, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE EAST AND NORTH PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

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

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

1.3.4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

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

1.4. GAS SERVICE

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

1.4.2. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.4.3. THE COVENANTS SET FORTH IN THIS SECTION 1.4. SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

1.4.4. THE EASEMENT CONTAINED WITHIN RIGHT OF WAY AGREEMENT GRANTED IN FAVOR OF OKLAHOMA NATURAL GAS, FILED OF RECORD IN BOOK 4378 ON PAGE 580, COUNTY OF TULSA RECORDS, CONTAINS CERTAIN RESTRICTIONS AS SPECIFICALLY SET FORTH WITHIN SAID RIGHT OF WAY AGREEMENT.

1.5. SURFACE DRAINAGE

EXCEPT AS OTHERWISE PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD MATERIALLY IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.5. SHALL BE ENFORCEABLE BY EACH LOT AND RESERVE AREA OWNER AND BY THE PROPERTY OWNERS' ASSOCIATION, IF FORMED.

1.6. SIDEWALKS

THE OWNER SHALL CONSTRUCT AND MAINTAIN SIDEWALKS ALONG SOUTH ASPEN AVENUE IN ACCORDANCE WITH THE PLANS ON FILE WITH THE CITY OF BROKEN ARROW, OKLAHOMA.

1.7. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR THEIR RESPECTIVE SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND EACH OWNER WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

1.8. STORMWATER DRAINAGE AND DETENTION EASEMENT

1.8.1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" INCLUDING, WITHOUT LIMITATION, RESERVE A, FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

1.8.2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.8.3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREA UNLESS APPROVED BY 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 THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES INSTALLED BY THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED ALONG THE PERIMETERS OF THE EASEMENT AREA, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.

1.8.4. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1.8.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.

1.8.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

1.8.4.3. THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.

1.8.4.4. CLEANING OF SILTATION AND VEGETATION FROM THE OPEN CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY OR LESS FREQUENTLY AS OTHERWISE NECESSARY TO COMPLY WITH THE ABOVE REQUIREMENTS.

1.8.4.5. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF UNPERMITTED OBSTRUCTIONS WITHIN, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, OR UNPERMITTED ALTERATIONS OF GRADE WITHIN THE EASEMENT AREAS, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, OR OTHER RESPONSIBLE PARTY FAILS TO PAY THE COSTS 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 TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.8.5. PART OF THE STORMWATER DRAINAGE AND DETENTION FACILITY WITHIN RESERVE A EXTENDS TO THE SOUTH ONTO AN ABUTTING TRACT OF LAND CONTAINING APPROXIMATELY 4.493 ACRES AND INTENDED TO BE DEVELOPED COMMERCIALY. MAINTENANCE OF SAID PART IS THE OBLIGATION OF THE OWNER OF SAID ABUTTING TRACT OF LAND AS PROVIDED IN THE OVERLAND DRAINAGE EASEMENT DATED THE 9TH DAY OF AUGUST, 2023 AND FILED OF RECORD AUGUST 22, 2023 AS DOCUMENT NO. 2023068122 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, STATE OF OKLAHOMA. SEE SECTION 4.1. FOR ADDITIONAL DETAILS.

1.9. EMERGENCY ACCESS EASEMENT

FOR THE MUTUAL BENEFIT OF THE RESIDENTS OF "VILLAGE @ 1ELEVEN FLATS" AND OF THE RESIDENTS OF "VILLAGE @ 1ELEVEN", PLAT NO. 7062 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT DEVELOPED WITHIN THE 15.511 ACRES OF LAND LYING WEST OF AND ABUTTING "VILLAGE @ 1ELEVEN FLATS", THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL AND NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THAT AREA DESIGNATED ON THE ACCOMPANYING PLAT AS "EMERGENCY ACCESS EASEMENT" OR "EAE" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS, TO THE SUBDIVISION VIA SOUTH CHESTNUT AVENUE AND TO "VILLAGE @ 1ELEVEN" VIA SOUTH ASPEN AVENUE VIA THE EASEMENT, BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ITS AUTHORIZED REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, EMERGENCY MEDICAL, AND AMBULANCE SERVICE. THE OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS THAT, WITH THE EXCEPTION OF A GATE OR OTHER BARRIER ABLE TO BE OPENED BY EMERGENCY RESPONDERS AND OF A DESIGN APPROVED BY THE CITY, NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT AND NO LANDSCAPING, EXCEPT FOR TURF, MAY BE PLACED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT. THE OWNER FURTHER COVENANTS THAT THE OWNER WILL CONSTRUCT, OVER THE FULL LENGTH OF THE EASEMENT, SURFACING OF ALL-WEATHER MATERIAL, OF A MINIMUM WIDTH SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES, AND DESIGNED AND CONSTRUCTED ACCORDING ADOPTED STANDARDS FOR SAME, AND THE LOT OWNER SUBJECT TO THE EASEMENT SHALL MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN. THE EMERGENCY ACCESS EASEMENT SHALL RUN WITH THE LAND AND BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS IN TITLE TO THE EASEMENT AREA.

SECTION II. RESERVE AREA A

2.1. RESERVE A

2.1.1. RESERVE A IS ESTABLISHED FOR THE COMMON USE AND BENEFIT OF ALL OWNERS WITHIN THE SUBDIVISION, IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, PRIVATE PARK, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.1.2. RESERVE A AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

2.1.3. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS BOTH A STORMWATER DRAINAGE AND DETENTION EASEMENT AND A UTILITY EASEMENT, PROVIDED THAT THE CITY OF BROKEN ARROW, OKLAHOMA, MAY PERMIT THE CONSTRUCTION OF BUILDINGS, STRUCTURES, AND OTHER IMPROVEMENTS AS CONTEMPLATED ABOVE OR AS MAY BE LATER PERMITTED BY ZONING.

2.1.4. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE A, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF.

2.1.5. IN THE EVENT THE OWNER OF RESERVE A SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER RESERVE A AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE THE INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A. IN THE EVENT THE OWNER OF RESERVE A SHOULD FAIL TO PAY THE COST OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF RESERVE A AS SPECIFICALLY PROVIDED HEREIN. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.1.6. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE A.

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

PUD-288A

Village @ 1Eleven FLATS

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

DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, VILLAGE @ 1ELEVEN FLATS WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 288) AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON JUNE 17, 2019; AND WHEREAS, PUD NO. 288 WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JUNE 17, 2019; AND WHEREAS, MINOR AMENDMENT # 1 TO PUD NO. 288, CASE NO. PUD-288A, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW ON SEPTEMBER 24, 2020; AND WHEREAS, MINOR AMENDMENT # 2 TO PUD NO. 288, CASE NO. PUD-000986-2023, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW ON SEPTEMBER 14, 2023; AND WHEREAS, MINOR AMENDMENT # 3 TO PUD NO. 288, CASE NO. PUD-001294-2024, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW ON FEBRUARY 22, 2024; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 288A FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW. NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

3.1. GENERAL DEVELOPMENT AND CONDITIONS

3.1.1. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT: THE DEVELOPMENT OF VILLAGE @ 1ELEVEN FLATS SHALL BE SUBJECT TO PUD NO. 288A AND THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON JUNE 17, 2019, OR AS MAY BE SUBSEQUENTLY AMENDED. 3.1.2. ACCESS AND CIRCULATION: ACCESS AND CIRCULATION: STREETS MAY BE PUBLIC OR PRIVATE AND SHALL BE CONSTRUCTED TO BROKEN ARROW STANDARDS. PRIVATE STREETS MAY HAVE REDUCED RIGHT-OF-WAY WIDTHS. 3.1.3. PLATTING AND SITE PLAN REQUIREMENTS: NO BUILDING PERMIT SHALL BE ISSUED WITHIN VILLAGE @ 1ELEVEN FLATS UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND BROKEN ARROW CITY COUNCIL AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT. NONRESIDENTIAL BUILDINGS WITHIN PUD DEVELOPMENT AREA A (WHICH INCLUDES ALL OF "VILLAGE @ 1ELEVEN FLATS") AND ANY NEIGHBORHOOD AMENITIES REQUIRING A BUILDING PERMIT SHALL SUBMIT AND RECEIVE BROKEN ARROW CITY STAFF APPROVAL OF A SITE PLAN APPLICATION.

3.2. DEVELOPMENT AREA 'A' (WHICH INCLUDES ALL OF "VILLAGE @ 1ELEVEN FLATS")

3.2.1. PERMITTED AND EXCLUDED USES: USES PERMITTED AS A MATTER OF RIGHT IN "CM" MIXED-USE ZONING DISTRICT IN THE BROKEN ARROW ZONING ORDINANCE INCLUDING, BUT NOT NECESSARILY LIMITED TO: MULTI-FAMILY DWELLINGS, RESTAURANT WITHOUT DRIVE-THRU, GENERAL RETAIL, OFFICE, CONVENIENCE STORE WITH GAS SALES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. EXCLUDED USES INCLUDE PAWN SHOPS, MEDICAL MARIJUANA DISPENSARIES, BAIL BONDING, AND CHECK CASHER/PAYDAY LENDERS *. 3.2.2. LOT AREA: MIN.: 3 AC (COMMERCIAL AND OFFICE: MINIMUM OF 1 AC SUBJECT TO LOT SPLIT APPROVAL) 3.2.3. MINIMUM LOT FRONTAGE: MIN. 35% BUILDING WIDTH TO LOT WIDTH RATIO FOR BUILDINGS WITHIN 25 FT OF PRINCIPAL STREET FRONTAGE 3.2.4. MIN. BUILDING COVERAGE: 20% (TO BE BUILT OUT IN PHASES OVER TIME) 3.2.5. MAXIMUM BUILDING HEIGHT: THREE (3) STORIES; NOT TO EXCEED 40 FT ** 3.2.6. MAXIMUM LENGTH FOR MULTIFAMILY BUILDINGS: 255 FT 3.2.7. MAXIMUM SETBACKS: NONE 3.2.8. MINIMUM SETBACKS: NORTH: 10 FT EAST: 0 FT SOUTH: 0 FT WEST: 10 FT

* DEFINED AS AN ESTABLISHMENT THAT IS SUBSTANTIALLY IN THE BUSINESS OF CHARGING A FEE TO CASH A CHECK AND/OR NEGOTIATING, ARRANGING, AIDING, OR ASSISTING A CONSUMER IN PROCURING PAYDAY LOANS.

** ARCHITECTURAL FEATURES SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND BEYOND 40' TO A MAXIMUM HEIGHT OF 50'.

3.2.9. ADDITIONAL LAND USE RESTRICTIONS: ANY MULTI-FAMILY DEVELOPMENT SHALL BE LIMITED TO 185 UNITS. COMMERCIAL/OFFICE MIX LAND USE SHALL COMPRISE A MINIMUM OF 25% OF DEVELOPMENT AREA 'A' (146,390 SF). 3.2.10. STREETS: STREETS WITHIN THIS PUD DEVELOPMENT AREA MAY BE PUBLIC OR PRIVATE AND SHALL BE CONSTRUCTED TO BROKEN ARROW STANDARDS. PRIVATE STREETS MAY HAVE REDUCED RIGHT-OF-WAY WIDTHS. DIVIDED, BOULEVARD-STYLE ENTRANCES MAY BE CONSTRUCTED, PROVIDED ANY MEDIAN LANDSCAPING AND OTHER ENTRY FEATURES SHALL BE MAINTAINED BY THE MANDATORY PROPERTY OWNERS' ASSOCIATION. ANY GATES CONSTRUCTED SHALL COMPLY WITH THE BROKEN ARROW ZONING ORDINANCE AND INTERNATIONAL FIRE CODE.

3.2.11. SIGNS: SIGNS SHALL COMPLY WITH THE BROKEN ARROW ZONING ORDINANCE. ENTRANCE SIGNS SERVING DEVELOPMENT AREA B MAY BE LOCATED WITHIN DEVELOPMENT AREA A AND SHALL BE LIMITED TO EIGHT (8) FEET IN HEIGHT AND 32 SQUARE FEET IN DISPLAY SURFACE AREA AS PROVIDED IN BROKEN ARROW ZONING ORDINANCE SECTION 5.7.E.3. ALL ENTRANCE FEATURES AND SIGNS SHALL BE CONSTRUCTED WITH A MASONRY FINISH. 3.2.12. FENCING: FENCING SHALL MEET THE REQUIREMENTS SET FORTH IN SECTION 5 OF THE BROKEN ARROW ZONING ORDINANCE. 3.2.13. LANDSCAPING: "VILLAGE @ 1ELEVEN FLATS" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS, BROKEN ARROW ZONING ORDINANCE. NO BUILDING SETBACK IS CURRENTLY REQUIRED BETWEEN CM, COMMUNITY MIXED AND RESIDENTIAL ZONING DISTRICTS OR OTHER USES. WE HAVE VOLUNTARILY ADDED A 10' SETBACK TO THE NORTH AND WEST BOUNDARIES OF DEVELOPMENT A. 3.2.14. PARKS AND OPEN SPACE: A SHARED PARK AND CLUBHOUSE IS TO BE LOCATED AND SHARED BETWEEN DEVELOPMENT AREAS A AND B [SEE SECTION 4.2.]. 3.2.15. SIDEWALKS: 5' WIDE SIDEWALKS TO BE INSTALLED ALONG S. ASPEN AVE. AND W. FLORENCE ST. AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE. ADDITIONAL PEDESTRIAN CONNECTIONS WILL BE PROVIDED TO CONNECT DEVELOPMENT AREAS A AND B. 3.2.16. PARKING: PARKING LOTS SHALL BE NO MORE THAN FIVE HUNDRED FEET (500') IN LENGTH WITHOUT AN OFFSET CHANGE IN DIRECTION OF THIRTY FEET (30') OR MORE, CENTERLINE TO CENTERLINE, OR AN INTERSECTION WITH ANOTHER CENTERLINE. OFF-STREET PARKING SHALL OTHERWISE MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE. 3.2.17. FAÇADE ARTICULATION: MULTIFAMILY BUILDING FAÇADES GREATER THAN FIFTY FEET (50') IN LENGTH, MEASURED HORIZONTALLY, SHALL BE ARTICULATED WITH WALL PLANE PROJECTIONS AND RECESSES HAVING A MINIMUM DEPTH ON AGGREGATE OF SEVEN (7') FEET FOR A MINIMUM OF 30% FOR BUILDING 1 (BUILDING FACING ASPEN AVENUE) AND FOR A MINIMUM OF 14% FOR BUILDINGS 2 AND 3 (BUILDINGS LOCATED AT THE INTERIOR OF SITE) OF EACH FAÇADE AND IN SUBSTANTIAL CONFORMANCE WITH THE ARCHITECTURAL PLANS AND FAÇADE ELEVATIONS REPRESENTED IN SECTION IV. OF PUD-288 MINOR AMENDMENT # 3.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

4.1. FORMATION

THE OWNER MAY ELECT TO FORM OR MAY CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION (THE "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED OR TO BE ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE A AND ANY OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN "VILLAGE @ 1ELEVEN FLATS", AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL OR NONRESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION. PART OF THE STORMWATER DRAINAGE AND DETENTION FACILITY WITHIN RESERVE A EXTENDS TO THE SOUTH ONTO AN ABUTTING TRACT OF LAND CONTAINING APPROXIMATELY 4.93 ACRES AND INTENDED TO BE DEVELOPED COMMERCIALY. IT IS INTENDED THAT THE PROPERTY OWNERS' ASSOCIATION FORMED OR TO BE FORMED, IF APPLICABLE, PURSUANT TO THIS SECTION INCLUDE THE OWNER OR OWNERS OF SAID TRACT CONTAINING APPROXIMATELY 4.93 ACRES. IF THE OWNER ELECTS TO FORM AN ASSOCIATION, THEN THE ASSOCIATION WILL BE RESPONSIBLE FOR THE OBLIGATIONS OF THE OWNER SET FORTH HEREIN RELATED TO RESERVE A AND ANY OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE VILLAGE @ 1ELEVEN FLATS OR THE ADJACENT TRACTS WITHIN PUD 288.

4.2. RECIPROCITY WITH "VILLAGE @ 1ELEVEN" PROPERTY OWNERS' ASSOCIATION

PURSUANT TO PUD NO. 288, RESERVE C WITHIN "VILLAGE @ 1ELEVEN", PLAT NO. 7062 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT DEVELOPED WITHIN THE 15.511 ACRES OF LAND LYING WEST OF AND ABUTTING "VILLAGE @ 1ELEVEN FLATS", INCLUDING THEREIN THE BENEFICIAL USES THEREOF ("AMENITIES"), WAS ORIGINALLY PLANNED TO BE SHARED WITH THE RESIDENTS OF "VILLAGE @ 1ELEVEN FLATS". FURTHER PURSUANT TO PUD NO. 288, A CLUBHOUSE WITH OUTDOOR POOL WAS ORIGINALLY CONCEPTUALLY PLANNED WITHIN A CENTRALLY-LOCATED COMMON AREA OF THE PUD. NOW, A CLUBHOUSE WITH INDOOR RECREATIONAL FACILITIES ("AMENITIES") IS A PLANNED COMPONENT OF "VILLAGE @ 1ELEVEN FLATS" AND IS INTENDED TO BE USED ONLY BY RESIDENTS OF "VILLAGE @ 1ELEVEN FLATS". THE OWNER MAY OPT TO EXTEND USE OR MEMBERSHIP-BASED USE PRIVILEGES TO THE RESIDENTS OF "VILLAGE @ 1ELEVEN". WHILE USE AND BENEFIT OF THE ADJACENT AMENITIES MAY BE RECIPROCATED, BOTH AMENITIES SHALL BE MAINTAINED BY THE ADJESCTIVE OWNERS THEREOF. THE FOREGOING CREATES NO OBLIGATION UPON ANY PARTY, NOR LIMITATION OF THE EXTENT OF THE AMENITIES TO BE SHARED THROUGH RECIPROCAL AGREEMENTS BETWEEN THE RESPECTIVE OWNERS' ASSOCIATIONS, IF APPLICABLE.

4.3. MEMBERSHIP

IF AN ASSOCIATION IS FORMED, EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF LOT ONE (1), BLOCK ONE (1), OR PORTION THEREOF, WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS OR SIMILARLY-TITLED INSTRUMENT FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF LOT 1, BLOCK 1, OR PORTION THEREOF.

4.4. ASSESSMENT

IF AN ASSOCIATION IS FORMED, THE OWNER OF LOT ONE (1), BLOCK ONE (1), OR PORTION THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE A AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOT 1, BLOCK 1, OR PORTION THEREOF, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT OR PORTION THEREOF AGAINST WHICH IT IS MADE.

4.5. ASSOCIATION TO BE BENEFICIARY

IF AN ASSOCIATION IS FORMED, WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING THE OWNER OF LOT ONE (1), BLOCK ONE (1), OR PORTION THEREOF, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

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

5.1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES, SECTION II. RESERVE AREA A, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., III., OR V., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

5.2. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

5.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES, SECTION II. RESERVE AREA A, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD 288A BY THE BROKEN ARROW PLANNING COMMISSION AND/OR THE BROKEN ARROW CITY COUNCIL, OR THEIR RESPECTIVE SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR OTHER APPROVAL RECORD WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. TO THE EXTENT THAT THERE ARE ANY VARIANCES, INCONSISTENCIES OR CONFLICTS BETWEEN PUD-288 OR THE CONCEPTIONAL PLANS AND PROVISIONS THEREOF AND THIS PLAT, THEN WITH RESPECT TO THE VILLAGE @ 1ELEVEN FLATS, THE TERMS AND PROVISIONS OF THIS PLAT WILL CONTROL.

IN WITNESS WHEREOF, THE OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 29 DAY OF February, 2024.

BLDP SC 1ELEVEN LP
A TEXAS LIMITED PARTNERSHIP

BY: BLDP PROPERTY HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: JBCC MEMBER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

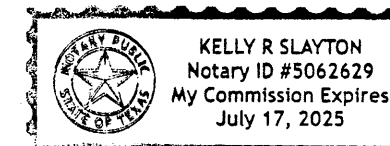
BY: [Signature]
JASON BRADSHAW, ITS MANAGER

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 29 DAY OF February, 2024, PERSONALLY APPEARED JASON BRADSHAW, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF JBCC MEMBER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS MANAGER OF BLDP PROPERTY HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF BLDP SC 1ELEVEN LP, A TEXAS LIMITED PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF BLDP SC 1ELEVEN LP, A TEXAS LIMITED PARTNERSHIP, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

01/17/2025
MY COMMISSION EXPIRES

Kelly Slayton
NOTARY PUBLIC



CERTIFICATE OF SURVEY
I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING. WITNESS MY HAND AND SEAL THIS 28 DAY OF FEB, 2024.

BY: [Signature]
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE 28 DAY OF February, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028
MY COMMISSION EXPIRES

Jennifer Miller
JENNIFER MILLER, NOTARY PUBLIC

