

REGENT CORNER – PUD 156

A Subdivision of the Northeast Quarter (NE/4), Section Three (3), Township Fourteen (18) North
Range Eighteen (14) East of the Indian Meridian, Tulsa County, Oklahoma

SECTION I. EASEMENT AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS 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, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER POLES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENTS FOR EACH OF SUCH FACILITIES AND 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 EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT 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 AND WALLS THAT DO NOT CONSTITUTE OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS—WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICES LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING AS 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- 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 EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTED OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATIONS OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF "REGENT CORNER" SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE HOA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCSIONED BY NECESSARY PLACEMENT, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

F. STORM SEWER EASEMENT, AND RESERVE A

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 HEREBY DEDICATES TO THE PUBLIC, AN HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM DRAINAGE EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, "REGENT CORNER" IS SUBMITTED AS PART OF "TRACT A" OF PLANNED UNIT DEVELOPMENT 156 (PUD #156) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD #156 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKAHOMA ON MARCH 21, 2005; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THIS SUBDIVISION FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND AMENDMENTS THERETO; 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, SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT WITHIN "REGENT CORNER", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREINAFTER SET FORTH.

PERMITTED USES: AS PERMITTED BY RIGHT WITHIN A C–5 DISTRICT BY EXCLUDING SEXUALLY ORIENTED BUSINESSES AND MINI–STORAGE

MAXIMUM FLOOR AREA RATIO: NO LIMITATION, PROVIDED THAT THE AGGREGATE COMMERCIAL FLOOR AREA OF THE PLANNED UNIT DEVELOPMENT DOES NOT EXCEED 2,529,311 SQ. FT,

MAXIMUM FLOOR AREA: GOVERNED BY PARKING AND OPEN SPACE REQUIREMENTS.

MAXIMUM BUILDING COVERAGE: GOVERNED BY PARKING AND OPEN SPACE REQUIREMENTS.

MAXIMUM BUILDING HEIGHT: NO LIMITATION

MINIMUM STREET FRONTAGE: NO LIMITATION

MINIMUM LOT SIZE; NO LIMITATION

MINIMUM BUILDING SETBACKS:

FROM ARTERIAL OR EXPRESSWAY RIGHT OF WAY WITH PARKING IN FRONT OF THE BUILDING	50 FT
FROM ARTERIAL STREET OR EXPRESSWAY RIGHT OF WAY WITH 20 FEET OF LANDSCAPED AREA PROVIDED ADJACENT TO THE RIGHT–OF–WAY AND NO PARKING IN FRONT OF THE BUILDING	20 FT
FROM PUBLIC OR PRIVATE COLLECTOR OR MINOR STREET RIGHT OF WAY	25 FT
FROM HIGH–PRESSURE PIPELINES: 50 FT FROM THE EDGE OF PIPELINE STRUCTURE EXISTING AT THE DATE OF THE RECORDING OF THE SUBDIVISION PLAT	
FROM REMAINING PERIMETER BOUNDARY OF THE PUD:	17.5 FT
FROM INTERNAL BOUNDARIES (PROVIDED BUILDING CODE REQUIREMENTS ARE MET)	0 FT

PARKING:

AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE FOR THE APPLICABLE USE, EXCEPT THAT HOTEL/MOTEL USE SHALL REQUIRE 1.2 SPACES PER ROOM PLUS 1 SPACE PER 100 SQ. FT. OF ACCESSORY COMMERCIAL AREA INCLUDING BUT NOT LIMITED TO RESTAURANT, LOUNGE, AND CONFERENCE FACILITIES. AS A PART OF SITE PLAN REVIEW, A LESSER PARKING REQUIREMENT MAY BE APPROVED WHERE MULTIPLE USES MAY BE CONVENIENTLY ACCESSED FROM THE PROPOSED ONSITE PARKING AND A REDUCTION IN PARKING DEMAND CAN BE DEMONSTRATED AND/OR WHERE AVAILABLE PARKING IS PROVIDED OFFSITE.

EXTERIOR BUILDING MATERIAL:MASONRY EXTERIORS SHALL BE REQUIRED AS SET FORTH WITHIN THE BROKEN ARROW ZONING ORDINANCE

MINIMUM LANDSCAPED AREA: 10% OF NET LOT AREA, PROVIDED HOWEVER, THAT REQUIRED LANDSCAPED AREA MAY BE LOCATED WITHIN THE LOT AND/OR FROM AN OFF–SITE LOCATION.

OTHER BULK AND AREA REQUIREMENTS:AS PROVIDED WITHIN A C–5 DISTRICT

SIGNAGE:AS PROVIDED WITHIN THE BROKEN ARROW ZONING ORDINANCE

EXTERIOR LIGHTING:AS PROVIDED WITHIN THE BROKEN ARROW ZONING ORDINANCE

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHT PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF BROKEN ARROW. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, TO MAINTAIN ANY ACTION AT LAW OF IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING AT ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF THE CITY OF BROKEN ARROW.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, 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.