

Preliminary Plat
Planned Unit Development 260

Aspen Crossing

A subdivision in the City of Broken Arrow, being a part of the SE/4 of Section 3, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, State of Oklahoma

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the _____ tax rolls the taxes on the above description are paid.

Dana Patten, County Treasurer

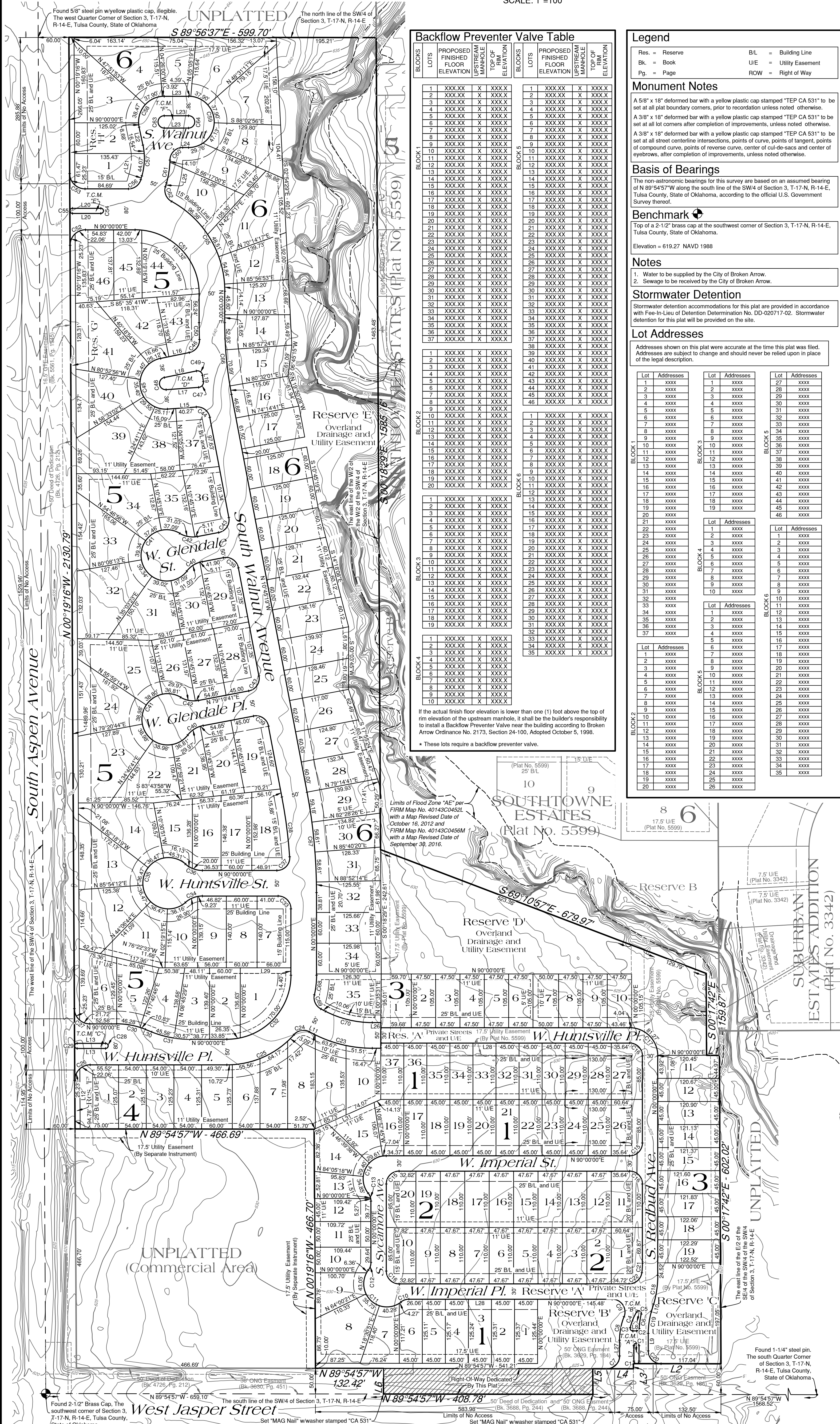
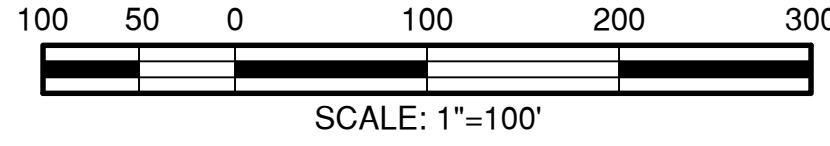
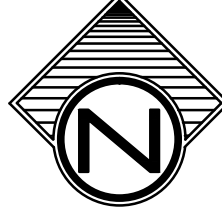
ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2019

OWNER / DEVELOPER

Capital Homes Residential Group, L.L.C.
an Oklahoma Limited Liability Company
P.O. Box 240
Owasso, Oklahoma 74055
918.376.6536



Backflow Preventer Valve Table

Table with columns: BLOCKS, LOTS, PROPOSED FINISHED FLOOR ELEVATION, UPSTREAM MANHOLE TOP OF FINISH ELEVATION, TOP OF FINISH ELEVATION. It lists lot numbers and elevations for various blocks (BLOCK 1 through BLOCK 6).

Legend

- Res. = Reserve
Bk. = Book
Pg. = Page
BL = Building Line
U/E = Utility Easement
ROW = Right of Way

Monument Notes

A 5/8" x 1/8" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 1/8" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.
A 3/8" x 1/8" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cut-de-sacs and center of eye-brows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on an assumed bearing of N 89°54'57"W along the south line of the SW/4 of Section 3, T-17-N, R-14-E, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof.

Benchmark

Top of a 2-1/2" brass cap at the southwest corner of Section 3, T-17-N, R-14-E, Tulsa County, State of Oklahoma.
Elevation = 619.27 NAVD 1988

Notes

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

Stormwater Detention

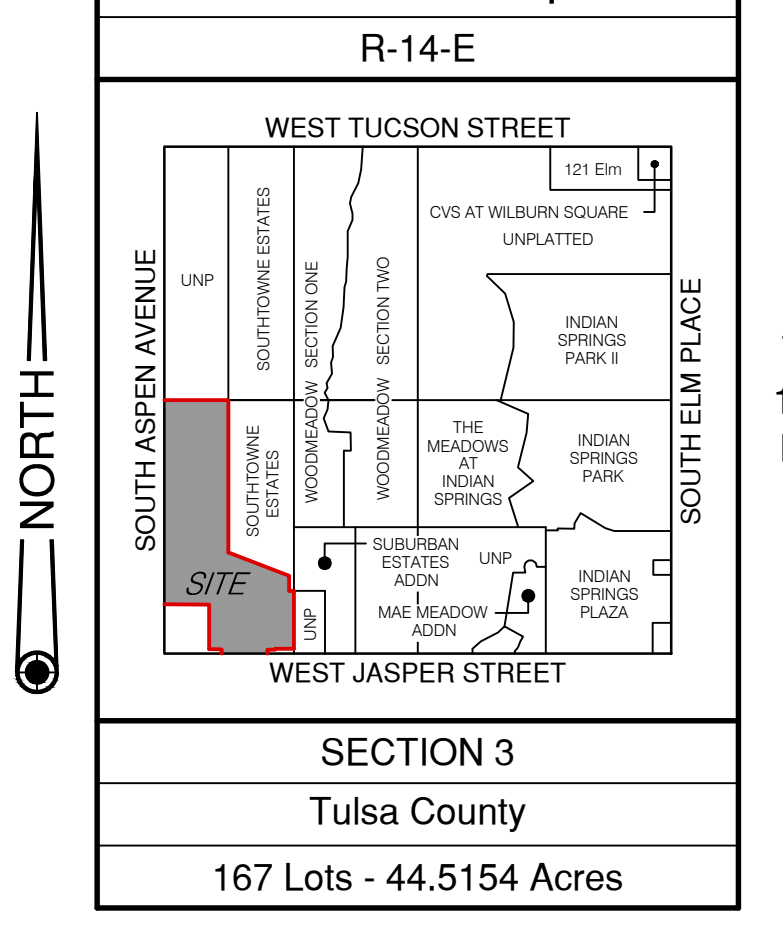
Stormwater detention accommodations for this plat are provided in accordance with Free-Flow Detention Determination No. D0-020717-02. Stormwater detention for this plat will be provided on the site.

Lot Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Table with columns: Lot, Addresses. It lists lot numbers and corresponding street addresses for various blocks (BLOCK 1 through BLOCK 6).

Location Map



Line Table

Table with columns: No., Bearing, Distance. It lists line numbers, bearings, and distances for various lines in the plat.

Curve Table

Table with columns: No., Delta, Radius, Length, Chord Bearing, Chord Distance. It lists curve numbers, delta angles, radii, lengths, chord bearings, and chord distances.

APPROVED

by the City Council of the City of Broken Arrow, Oklahoma
Mayor
Attest: City Clerk

Aspen Crossing

PT17-XXX Sheet 1 of 2

Date of Preparation: June 19, 2017

ASPEN CROSSING

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 260

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land located in the W/2 of the SW/4 of Section 3, T-17-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, more particularly described as follows:

TRACT 1
The W/2 of the W/2 of the SW/4 Section 3, T-17-N, R-14-E
LESS AND EXCEPT
The westerly 60.00 feet thereof as measured perpendicularly to the west line thereof and the southerly 50.00 feet thereof as measured perpendicularly to the south line thereof;

AND ALSO LESS AND EXCEPT
The southerly 516.69 feet of the westerly 526.68 feet of the SW/4 of the SW/4 of the SW/4 of said Section 3, said 516.69 feet being measured perpendicularly to the south line thereof and said 526.68 feet being measured perpendicularly to the west line thereof;

TOGETHER WITH TRACT 2
The W/2 of the SE/4 of the SW/4 of the SW/4 of Said Section 3;

TOGETHER WITH TRACT 3
The E/2 of the SE/4 of the SW/4 of the SW/4 of Said Section 3;
LESS AND EXCEPT
The easterly 2.6 acres thereof;

AND ALSO LESS AND EXCEPT
The southerly 50.00 feet of the following tract of land:
The S/2 of the E/2 of the westerly 2.4 acres of the E/2 of the SE/4 of the SW/4 of the SW/4 of Said Section 3, said 50.00 feet being measured perpendicularly to the south line thereof;

TOGETHER WITH TRACT 4
Lot 1, Block 8, "Southtowne Estates", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5599, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 1,969,093 square feet or 44.5154 acres.

The non-astronomic bearings for this survey are based on an assumed bearing of N 89°54'57"W along the south line of the SW/4 of Section 3, T-17-N, R-14-E, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into six (6) blocks, one hundred sixty-seven (167) lots, eight (8) reserve areas, and streets and has designated the same as "ASPEN CROSSING", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the street (West Jasper Street) as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas,

curbing and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply 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 easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground 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 such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 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 this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot 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 such 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. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration of grade or any other construction activity which would

interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.5 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.6 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Limits of No Access

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

1.8 Private Streets

1.8.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within "ASPEN CROSSING", their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to The Aspen Crossing Homeowners' Association, Inc., for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.8.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.8.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.8.3.1 Except in areas of Entry/Exit Medians the Owner/Developer shall construct and maintain an all weather hard surface street of not less than twenty six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat,

1.8.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

1.8.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

1.8.5 The Owner/Developer or its assigns, hereby reserves the right to maintain, change or otherwise regulate the hours of operation of the privacy gates at every entry into "ASPEN CROSSING", until such time that the last lot owned within "ASPEN CROSSING" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) it will be the Homeowners' association, to determine the hours of

operation of such gates. This in no way precludes individual lot owners within "ASPEN CROSSING", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services or like service personnel to access the areas behind the gates for restricted purposes during allowed times.

1.8.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

1.9 Traffic Control Median

The Owner/Developer does hereby dedicate for private use Traffic Control Medians "A" and "B" and for public use Traffic Control Medians "C", "D", "E" and "F" for the purpose of construction and maintenance of the traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Homeowners' Association, to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof, for the purposes of installation and maintenance of a monument sign within Traffic Control Medians "A", "B", "C", "D", "E" and "F" identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Median "A", "B", "C", "D", "E" and "F". The holder of the reserved easement, the Owner/Developer or the Homeowners' Association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Median "A", "B", "C", "D", "E" and "F" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control median or maintenance or reconstruction of the adjoining private and public streets.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Area "A"
Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association, to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof.

2.1.2 Reserve Areas "B", "C", "D" and "E"
Reserve Areas "B", "C", "D" and "E" shall be used for open space, signage, landscaping, walls, fencing, drainage, recreation, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof.

2.1.2 Reserve Areas "F", "G" and "H"
Reserve Areas "F", "G" and "H" shall be used for open space, signage, landscaping, walls, fencing, drainage and utilities and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ASPEN CROSSING" as set forth within Section V hereof.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the "The Aspen Crossing Homeowners" Association."

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/167 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "ASPEN CROSSING" was submitted as a planned unit development (entitled PUD No. 260) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 16, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 260 was approved by the Broken Arrow Planning Commission on April 27, 2017 and approved by the City of Broken Arrow City Council, on May 16, 2017;

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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 General Standards

The development of "ASPEN CROSSING" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 17, 2017.

2.2 Development Standards for Development Tract 1 (Lots 1-10, Block 4, Lots 1-46, Block 5 and Lots 1-35, Block 6):

2.2.1 Permitted Uses:	Single-Family Detached Residential and Accessory Uses.
2.2.2 Minimum Lot Frontage	52 feet at Building Line
2.2.3 Minimum Lot Area	5,600 sf.
2.2.4 Maximum Building Height:	35 feet
2.2.5 Minimum Building Setbacks:	
Front	25 feet
Rear	15 feet
Side	5/5 feet
Side, Corner Lot	15 feet/20 feet side loaded garage
2.2.6 Access Limitations:	No lots shall have direct access to South Aspen Ave. or West Jasper St.
2.2.7 Open Space:	All open space shall be designated as reserve areas and maintenance as such shall be the responsibility of the Homeowner's Association.

2.3 Development Standards for Development Tract 2 (Lots 1-37, Block 1, Lots 1-20, Block 2 and Lots: 1-19, Block 3):

2.3.1 Permitted Uses:	Single-Family Attached and Detached Residential and Accessory Uses.
2.3.2 Minimum Lot Frontage	25 feet at Building Line
2.3.3 Minimum Lot Area	2,500 sf.
2.2.4 Maximum Building Height:	35 feet
2.3.5 Minimum Building Setbacks:	
Front	20 feet
Rear	10 feet
Side (Single-Family Attached)	0 feet (Internal) or 5 feet (End Unit)
Side (Single-Family Detached)	5/5 feet or 0/10 feet
Minimum Building Separation	10 feet
Side, Corner Lot	15 feet
2.3.6 Access Limitations:	No lots shall have direct access to South Aspen Ave. or West Jasper St.
2.3.7 Open Space:	All open space shall be designated as reserve areas and maintenance as such shall be the responsibility of the Homeowners' Association.

2.4 Landscaping and Screening:

Landscaping will be provided along South Aspen Avenue and West Jasper Street in accordance with Section 5.2 City of Broken Arrow Zoning Ordinance. In addition, a landscape reserve of at least 10 feet in width shall be provided along both West Jasper Street and South Aspen Avenue. All open space reserve areas in Tracts 1 and 2 shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance. All required fences shall be constructed in accordance with Section 5.2.E of the Zoning Ordinance, with all poles and bracing located on the interior

ASPEN CROSSING

Date of Preparation: June 9, 2017

Sheet 2 of 3

