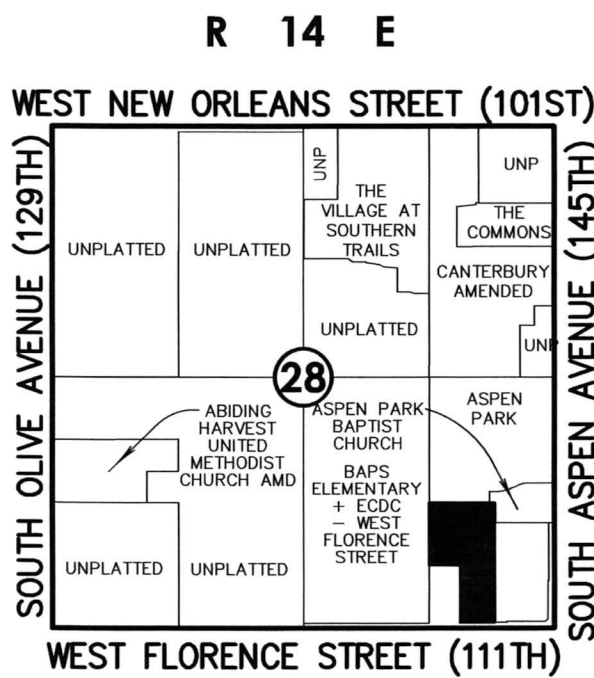
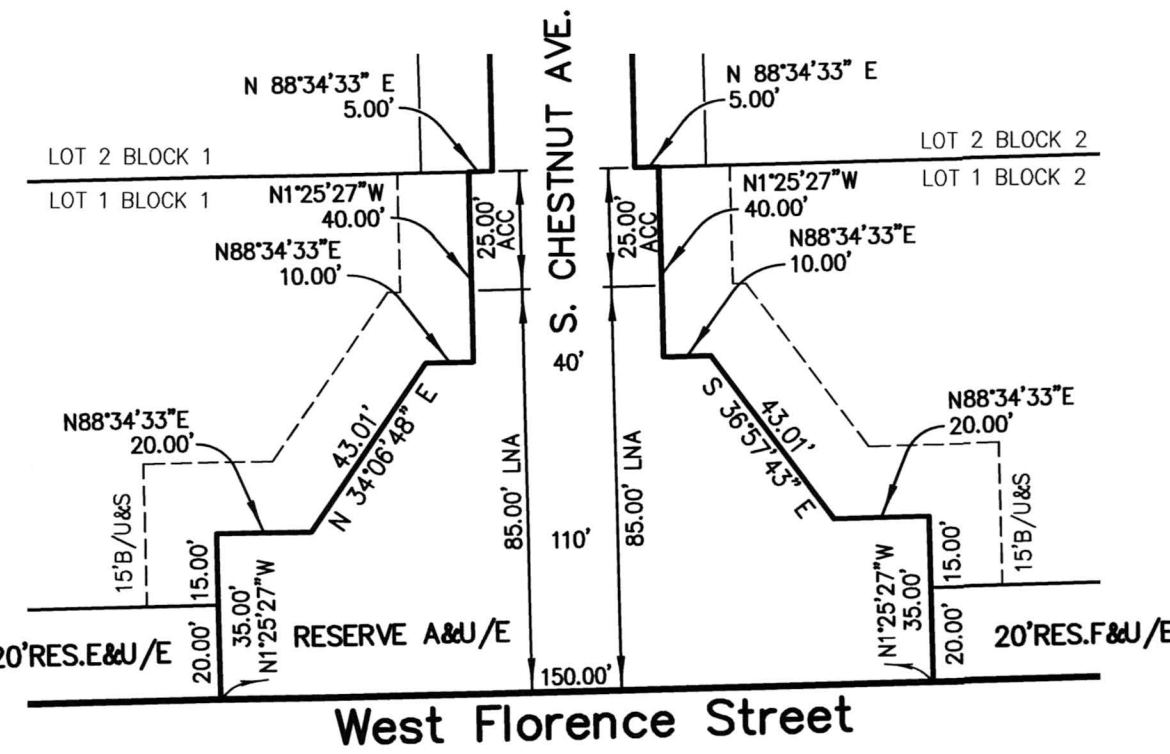




Tulsa County Clerk - Michael Willis
Doc # 7062 Page(s): 3
11/08/2022 10:38:26 AM
Receipt # 22-73142
Fee: \$ 35.00



Location Map
Scale: 1"=2000'



Detail A
Scale: 1"=40'

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 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) FOUND 5/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 28;
(B) FOUND 1" IRON PIN 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 ARE 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 WEST FLORENCE STREET BEING PUBLIC STREETS.
- ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION 100518-36.
- ALL LAND WITHIN THE SUBDIVISION IS CATEGORIZED AS UNSHADED ZONE X PER FEMA FLOOD INSURANCE RATE MAP 40143C0389L, LAST REVISED OCTOBER 16, 2012.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	93.81'	215.00'	25°00'00"	N11°04'33"E	93.07'
2	80.72'	185.00'	25°00'00"	N11°04'33"E	80.08'
3	45.81'	25.00'	105°00'00"	N28°55'27"W	39.67'
4	32.72'	25.00'	75°00'00"	N61°04'33"E	30.44'
5	41.02'	235.00'	10°00'00"	N86°25'27"W	40.96'
6	46.25'	265.00'	10°00'00"	N86°25'27"W	46.19'
7	39.27'	25.00'	90°00'00"	N46°25'27"W	35.36'
8	39.27'	25.00'	90°00'00"	N43°34'33"E	35.36'
9	23.56'	15.00'	90°00'00"	N43°34'33"E	21.21'
10	23.56'	15.00'	90°00'00"	N46°25'27"W	21.21'
11	36.13'	23.00'	90°00'00"	N46°25'27"W	32.53'
12	28.25'	135.00'	11°59'30"	N4°34'18"E	28.20'
13	38.40'	25.00'	88°00'30"	N54°34'18"E	34.74'
14	45.98'	25.00'	105°22'02"	N29°06'28"W	39.77'
15	40.35'	240.00'	9°37'58"	N86°36'28"W	40.30'
16	45.38'	260.00'	10°00'00"	N86°25'27"W	45.32'

SURVEYOR/ENGINEER: Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBATTSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

SUBDIVISION CONTAINS:

SIXTY-THREE (63) LOTS
IN EIGHT (8) BLOCKS
WITH SIX (6) RESERVE AREAS

GROSS SUBDIVISION AREA: 15.511 ACRES

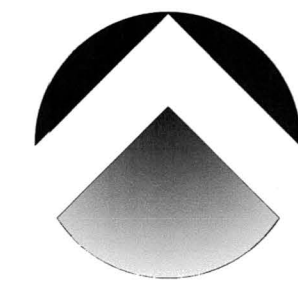
PUD-288

Village @ 1Eleven

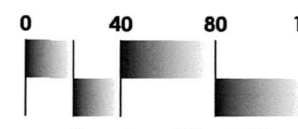
PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY EIGHT (28),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER: Precision Project Management, Inc.

CONTACT: DANIEL RUHL
EMAIL: ASHERHOMES.DR@GMAIL.COM
9128 S Braden Ave, Suite 202
Tulsa, Oklahoma 74137
Phone: (918) 970-6102



NORTH



Scale: 1"= 80'
Tanner Consulting

LEGEND

ACC	ACCESS
B/L	BUILDING LINE
B/U&S	BUILDING LINE UTILITY
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE AND LANDSCAPE
GOVT	GOVERNMENT
IPF	IRON PIN FOUND
IPFYC	IRON PIN FOUND YELLOW CAP
IPSYC	IRON PIN SET YELLOW CAP
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE
EASEMENT	EASEMENT
RA	RESTRICTED ACCESS
RES.	RESERVE
R/W	RIGHT-OF-WAY
SSE	SANITARY SEWER EASEMENT
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
●	SET MONUMENT
○	FOUND MONUMENT

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 \$12,832.00 per trust receipt no. TAX ROLL to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

Dated: 11/08/2022

John M. Fothergill

Tulsa County Treasurer

By: *[Signature]*

Deputy

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 08 day of November 2022

MICHAEL WILLIS, Tulsa County Clerk

[Signature] Deputy

Benchmark 1

CHISELED BOX SET ON TOP OF CURB, LOCATED APPROX. 207' WEST AND 217' NORTH OF THE SOUTHEAST CORNER OF ASPEN PARK BAPTIST CHURCH. 373445.47N 2614066.50E

ELEVATION = 698.86 (NAVD 88)

Benchmark 2

CHISELED BOX SET ON TOP OF CURB, ON THE NORTH SIDE OF W. FLORENCE ST. APPROX. 781' WEST OF THE INTERSECTION OF W. FLORENCE ST. AND S. ASPEN AVE. 372353.15N, 2613884.65E

ELEVATION = 702.82 (NAVD 88)



APPROVED 10-19-2022 by the City Council of the City of Broken Arrow, Oklahoma.

[Signature]
Mayor
Attest: City Clerk

DATE OF PREPARATION: October 10, 2022

Village @ 1Eleven
CASE NO. PT19-111
SHEET 1 OF 3

Village @ 1Eleven

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 PRECISION PROJECT MANAGEMENT, INC., AN OKLAHOMA CORPORATION (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 (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, 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 SOUTH 88°34'33" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 626.49 FEET; THENCE NORTH 1°25'27" WEST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°34'33" WEST AND PARALLEL WITH THE SOUTH LINE, FOR A DISTANCE OF 363.89 FEET; THENCE NORTH 1°24'59" WEST FOR A DISTANCE OF 599.54 FEET; THENCE SOUTH 88°35'44" WEST FOR A DISTANCE OF 330.03 FEET TO A POINT ON THE WEST LINE OF THE SE/4 SE/4; THENCE NORTH 1°24'28" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 659.65 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°36'55" EAST AND ALONG THE NORTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 693.58 FEET; THENCE SOUTH 1°26'34" EAST FOR A DISTANCE OF 208.71 FEET; THENCE SOUTH 1°25'27" EAST FOR A DISTANCE OF 1050.12 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 675,661 SQUARE FEET OR 15.511 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:

- (1) 5/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 28;
- (2) 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 LOTS, BLOCKS, RESERVE AREAS, AND STREETS, 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", 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" 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. STREETS, EASEMENTS, AND UTILITIES

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UTL" 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, 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 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 WATER MAINS AND SANITARY SEWER MAINS, AND THE PROPERTY OWNERS' ASSOCIATION, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PRIVATE 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 SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE PROPERTY OWNERS' ASSOCIATION, 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 PROPERTY OWNERS' ASSOCIATION, 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 SOUTH, WEST, 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 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 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.

1.5. SURFACE DRAINAGE

EXCEPT AS OTHERWISE PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, ALL LOTS AND RESERVE AREAS 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 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 CITY OF BROKEN ARROW, OKLAHOMA.

1.6. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA AND IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE STREET RIGHT-OF-WAY OF WEST FLORENCE STREET ABUTTING BLOCKS 1 AND 2, WITHIN THE ENTRY FEATURE AREAS, AND WITHIN THE RESERVE A PRIVATE STREET RIGHT-OF-WAY AND/OR SIDEWALK EASEMENTS ABUTTING RESERVES B, C, AND D, ALL AS DEPICTED ON THE ATTACHED PLAT. ELSEWHERE WITHIN THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT, THE OWNER OF THE PARTICULAR LOT OR RESERVE AREA SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK EXTENDING ALONG THE FULL PUBLIC OR PRIVATE STREET FRONTAGE ADJACENT TO THE LOT OR RESERVE AREA. "PUBLIC STREET FRONTAGE" SHALL INCLUDE WEST FLORENCE STREET. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

1.7. SIDEWALK EASEMENTS

THE OWNER HEREBY ESTABLISHES A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS ON, OVER, AND ACROSS THE AREAS DEPICTED IN THE ACCOMPANYING PLAT AS "SIDEWALK EASEMENT" FOR THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR RESPECTIVE TENANTS, AGENTS, GUESTS, AND INVITEES, FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, AND REPLACING SIDEWALKS. THE OWNER HEREBY RESERVES SAID EASEMENTS FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION IV. HEREOF.

1.8. 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 BROKEN ARROW PLANNING COMMISSION, OR ITS 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 THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.9. STORMWATER DRAINAGE AND DETENTION EASEMENT

1.9.1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" 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.

1.9.2. 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.

1.9.3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREAS 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, OR BY THE PROPERTY OWNERS' ASSOCIATION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED ALONG THE PERIMETERS OF THE EASEMENT AREAS, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREAS.

1.9.4. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA 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:

- 1.9.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- 1.9.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- 1.9.4.3. THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- 1.9.4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

1.9.5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA 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, 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 CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF THE EASEMENT AREA OR LOT OR RESERVE AREA CONTAINING SAME TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT 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 THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.10. SANITARY SEWER EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" OR "S/E" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPHOLES, AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

SECTION II. RESERVE AREAS

2.1. RESERVE A

2.1.1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS AND ALLEY PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, SIDEWALKS, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING OR WALLS, SIGNAGE AND ENTRY FEATURES, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION IV. HEREOF FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION, AND MAINTENANCE OF THE PRIVATE STREETS AND ALLEY, PRIVATE STORM SEWERS, STORMWATER DRAINAGE AND DETENTION FACILITIES, AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT.

2.1.2. THE OWNER HEREBY GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, AND OTHER EMERGENCY RESPONSE AND GOVERNMENTAL AGENCIES HAVING JURISDICTION, THE UNITED STATES POSTAL SERVICE AND OTHER PARCEL DELIVERY SERVICES, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND THE REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND ALLEY WITHIN RESERVE A AND TO OPERATE THEREON ALL NECESSARY VEHICLES AND EQUIPMENT INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

2.1.3. THE OWNER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND FOR THE PROPERTY OWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV. HEREOF, HEREBY COVENANTS WITH THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, TO:

2.1.3.1. CONSTRUCT AND MAINTAIN STREETS AND AN ALLEY EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS AND ALLEY WITHIN AND DEPICTED ON THE ACCOMPANYING PLAT AS RESERVE A, EXCEPTING THE WEST 10 FEET OF BOTH WEST BIRMINGHAM STREET AND WEST CHARLESTON STREET, AND EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND MEETING OR EXCEEDING CITY DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET AND A RESIDENTIAL PUBLIC ALLEY, NOTWITHSTANDING GATES, SECURE ENTRY SYSTEMS, AND RIGHT-OF-WAY WIDTHS, ALL STREET AND ALLEY MAINTENANCE COSTS AND EXPENSES SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVE A TO THE ASSOCIATION.

2.1.3.2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET OR ALLEY DEPICTED WITHIN RESERVE A WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY FIRE VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS OR ALLEY.

2.1.3.3. SECURE INSPECTION BY THE CITY OF BROKEN ARROW, OKLAHOMA OF THE PRIVATE STREETS AND ALLEY AND SECURE CERTIFICATION BY THE CITY OF BROKEN ARROW, OKLAHOMA THAT THE PRIVATE STREETS AND ALLEY HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BROKEN ARROW, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS AND ALLEY, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS AND ALLEY WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE BROKEN ARROW ENGINEERING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

2.1.3.4. SHOULD THE PRIVATE STREETS AND ALLEY WITHIN RESERVE A EVER REVERT TO PUBLIC OWNERSHIP AND MAINTENANCE, THE OWNER OF RESERVE A SHALL BE REQUIRED TO EXTEND THE STREET SURFACING TO THE WEST LINES OF BOTH WEST WEST BIRMINGHAM STREET AND WEST CHARLESTON STREET.

2.2. RESERVES B AND D

2.2.1. RESERVES B AND D ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ARE DESIGNATED TO BE USED AS PRIVATE PARKS, OPEN SPACE, UTILITIES, SIDEWALKS, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION. RESERVE B IS FURTHER DESIGNATED TO BE USED FOR NEIGHBORHOOD PEDESTRIAN ACCESS TO THE NEW CITY OF BROKEN ARROW PARK TO THE WEST.

2.2.2. RESERVES B AND D, AND ALL 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.

2.2.3. RESERVE B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT.

Village @ 1Eleven

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

SECTION II. RESERVE AREAS (CONTINUED)

RESERVE C (CONTINUED)

2.3.1. RESERVE C IS ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS 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, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.3.2. RESERVE C, INCLUDING THE PRIVATE PARK AND OTHER BENEFICIAL USES THEREOF ("AMENITIES"), IS INTENDED TO BE SHARED WITH THE RESIDENTS OF "VILLAGE @ 1ELEVEN FLATS", OR AS IT MAY LATER BE KNOWN, A MULTIFAMILY RESIDENTIAL DEVELOPMENT INTENDED TO BE DEVELOPED WITHIN THE APPROXIMATELY 8.950 ACRES OF LAND LYING EAST OF AND ABUTTING THE SUBDIVISION ("FLATS"). FURTHER, A CLUBHOUSE WITH INDOOR RECREATIONAL FACILITIES ("AMENITIES") IS A PLANNED COMPONENT OF SAID FLATS AND IS LIKEWISE INTENDED TO BE SHARED WITH RESIDENTS OF THE SUBDIVISION. WHILE USE AND BENEFIT OF THE ADJACENT AMENITIES MAY BE RECIPROCATED, BOTH AMENITIES SHALL BE MAINTAINED BY THE RESPECTIVE OWNERS THEREOF. THE FOREGOING CREATES NO OBLIGATION UPON ANY PARTY, NOR LIMITATION OF THE EXTENT OF THE AMENITIES TO BE SHARED.

2.3.3. RESERVE C 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.

2.3.4. RESERVE C, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS BOTH A STORMWATER DRAINAGE AND DETENTION EASEMENT AND A UTILITY EASEMENT.

2.4. RESERVES E AND F

2.4.1. RESERVES E AND F ARE DESIGNATED TO BE USED FOR PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, SIDEWALKS, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.4.2. RESERVES E AND F, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS UTILITY EASEMENTS, PROVIDED THAT THE CITY OF BROKEN ARROW, OKLAHOMA, MAY PERMIT THE CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS AS CONTEMPLATED ABOVE OR AS MAY BE LATER PERMITTED BY ZONING.

2.5. ALL RESERVE AREAS

2.5.1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREAS TO THE ASSOCIATION.

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

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

2.5.4. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION 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 THE RESERVE AREAS 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 AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION 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 AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, VILLAGE @ 1ELEVEN 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, 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. 288 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.

3.3. GENERAL DEVELOPMENT AND CONDITIONS

3.3.1. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:

THE DEVELOPMENT OF VILLAGE @ 1ELEVEN SHALL BE SUBJECT TO PUD NO. 288 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.

3.3.2. 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.

3.3.3. PLATTING AND SITE PLAN REQUIREMENTS:

NO BUILDING PERMIT SHALL BE ISSUED WITHIN VILLAGE @ 1ELEVEN 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 DEVELOPMENT AREA A (BLOCKS 1 AND 2) AND ANY NEIGHBORHOOD AMENITIES REQUIRING A BUILDING PERMIT SHALL SUBMIT AND RECEIVE BROKEN ARROW CITY STAFF APPROVAL OF A SITE PLAN APPLICATION.

3.4. DEVELOPMENT AREA 'B' (ALL OF "VILLAGE @ 1ELEVEN")

3.4.1. PERMITTED USES:

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 USE ZONING DISTRICT IN THE BROKEN ARROW ZONING ORDINANCE INCLUDING, BUT NOT NECESSARILY LIMITED TO: SINGLE-FAMILY DETACHED HOUSING AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

3.4.2. MAXIMUM NUMBER OF LOTS:

65

3.4.3. MINIMUM LOT FRONTAGE:

50 FT *

3.4.4. MINIMUM LOT SIZE:

6,500 SF

3.4.5. MINIMUM LAND AREA PER DWELLING UNIT:

7,875 SF

3.4.6. MINIMUM LIVABILITY OPEN SPACE PER DWELLING UNIT:

2,800 SF**

3.4.7. MAX LOT COVERAGE: INTERIOR LOT: 60%; CORNER LOT: 70%

3.4.8. MAXIMUM BUILDING HEIGHT: 35 FT OR 2.5 STORIES ***

3.4.9. OFF-STREET PARKING: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT

3.4.10. MINIMUM YARD SETBACKS:

FRONT YARD: 15 FT FOR BUILDING FAÇADE, 20 FT FOR GARAGE

REAR YARD: 20 FT FOR PRIMARY RESIDENCE, 17.5 FT FOR DETACHED GARAGE

ACCESSORY BUILDINGS (NON-ALLEY LOADED), AND 20 FT FOR DETACHED GARAGE

ACCESSORY BUILDINGS (ALLEY-LOADED)

SIDE YARD: 5 FT & 5 FT FOR PRIMARY RESIDENCE, 5 FT FOR DETACHED GARAGE

ACCESSORY BUILDINGS

* THE FRONTAGE OF ANY WEDGE-SHAPED LOT THAT MEETS THE REQUIREMENTS OF MINIMUM LOT SIZE MAY BE LESS THAN THE MINIMUM LOT FRONTAGE REQUIREMENTS OF THIS TABLE, SO LONG AS THE APPLICABLE MINIMUM LOT FRONTAGE REQUIREMENT IS MET AT THE FRONT BUILDING LINE. LOT MUST HAVE AT LEAST 30 FEET OF FRONTAGE AT THE FRONT PROPERTY LINE (PER TABLE 4.1-2, BROKEN ARROW ZONING ORDINANCE)

** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D OF THE BROKEN ARROW ZONING ORDINANCE.

*** ARCHITECTURAL FEATURES SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND BEYOND 35' TO A MAXIMUM HEIGHT OF 45'.

3.3. GENERAL DEVELOPMENT AND CONDITIONS WITHIN DEVELOPMENT AREA B

3.3.1. STREETS: STREETS WITHIN THIS PUD DEVELOPMENT AREA MAY BE PRIVATE AND SHALL BE CONSTRUCTED TO BROKEN ARROW STANDARDS FOR MINOR RESIDENTIAL STREETS. 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. GATE REQUIREMENTS WILL MEET THE BROKEN ARROW ZONING ORDINANCE AND INTERNATIONAL FIRE CODE. NO STREET CONNECTION SHALL BE MADE TO SOUTH BEECH PLACE IN THE ASPEN PARK NEIGHBORHOOD TO THE NORTH UNLESS REQUIRED BY FIRE CODE.

3.3.2. ACCESSORY DWELLING UNITS: EACH RESIDENTIAL LOT SHALL BE PERMITTED ONE (1) ACCESSORY DWELLING UNIT (ADU; A.K.A. GARDEN COTTAGE, GARAGE APARTMENT, OR MOTHER-IN-LAW SUITE) WITH A FULL KITCHEN. WHETHER ATTACHED TO THE PRINCIPAL DWELLING OR CONSTRUCTED WITHIN AN ACCESSORY BUILDING, BUILDINGS CONTAINING ADUS SHALL COMPLY WITH ALL SETBACK AND OTHER BULK AND AREA REGULATIONS OF THE BROKEN ARROW ZONING ORDINANCE AND THIS PUD. ADUS SHALL COMPLY WITH ALL BUILDING CODES AND ADU REQUIREMENTS OF THE CITY OF BROKEN ARROW.

3.3.3. ACCESSORY BUILDINGS: DETACHED GARAGES OR OTHER ACCESSORY BUILDINGS ARE PERMITTED AND SHALL COMPLY WITH ALL SETBACK AND OTHER BULK AND AREA REGULATIONS OF THE BROKEN ARROW ZONING ORDINANCE AND THIS PUD. PRIVATE RESTRICTIONS MAY BE IMPOSED BY RESTRICTIVE COVENANTS OR OTHER PRIVATE DEED RESTRICTIONS FILED OF RECORD BY SEPARATE INSTRUMENT.

3.3.4. SIGNS: SUBDIVISION ENTRANCE SIGNS SHALL BE A MAX OF 8 FT TALL AND 32 SF (PER SIDE IF DOUBLE SIDED). SIGNS TO BE PERMITTED AT EACH ENTRANCE AND/OR STREET FRONTAGE AND SHALL COMPLY WITH THE REGULATIONS FOR SIGNAGE OF THE BROKEN ARROW ZONING ORDINANCE. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES AND SHALL BE A MAX OF 8 FT TALL AND 32 SF (PER SIDE IF DOUBLE-SIDED). SIGNAGE SHALL OTHERWISE COMPLY WITH THE BROKEN ARROW ZONING ORDINANCE. ALL ENTRANCE FEATURES AND SIGNS SHALL BE CONSTRUCTED WITH A MASONRY FINISH.

3.3.5. FENCING: FENCING SHALL MEET THE REQUIREMENTS SET FORTH IN SECTION 5 OF THE BROKEN ARROW ZONING ORDINANCE, PROVIDED THAT FENCES ENCLOSING A FRONT YARD ("COURTYARD") SHALL BE PERMITTED UP TO FOUR (4) FEET IN HEIGHT.

3.3.6. PARKS AND OPEN SPACE: DEVELOPMENT AREA B TO PROVIDE A POCKET PARK WITH TRAIL CONNECTION TO BOUNDARY OF NEW CITY PARK. A SHARED PARK AND CLUBHOUSE IS TO BE LOCATED AND SHARED BETWEEN DEVELOPMENT AREAS A AND B. MINIMUM REQUIRED WIDTH OF LANDSCAPED EDGE ABUTTING WEST FLORENCE STREET SHALL BE 20 FEET.

3.3.7. 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.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

4.1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF RESIDENTIAL LOTS WITHIN "VILLAGE @ 1ELEVEN" (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 THE RESERVE AREAS, PRIVATE STREETS AND ALLEY, PRIVATE STORM SEWERS, AND ANY OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS 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.

4.2. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNER SHALL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

4.3. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN 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 FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

4.4. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF PRIVATE STREETS AND ALLEY, PRIVATE STORM SEWERS, RESERVE AREAS, AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS 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(S) AGAINST WHICH IT IS MADE.

4.5. ASSOCIATION TO BE BENEFICIARY

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 EACH LOT OWNER, 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. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, 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. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, 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 288 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.

IN WITNESS WHEREOF, THE OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 11 DAY OF OCTOBER, 2022.

PRECISION PROJECT MANAGEMENT, INC.
AN OKLAHOMA CORPORATION

DANIEL RUHL, PRESIDENT

STATE OF OKLAHOMA)

) SS

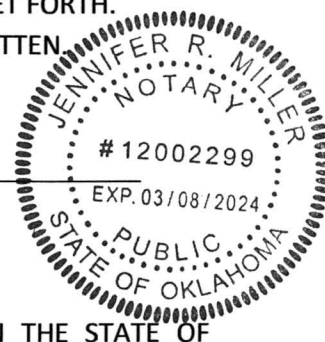
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11 DAY OF OCTOBER, 2022, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF PRECISION PROJECT MANAGEMENT, INC., 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 PRECISION PROJECT MANAGEMENT, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/09/24

MY COMMISSION EXPIRES

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 11 DAY OF OCTOBER, 2022.



BY:

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 11 DAY OF OCTOBER, 2022, 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.

03/09/24

MY COMMISSION EXPIRES

JENNIFER MILLER, NOTARY PUBLIC

