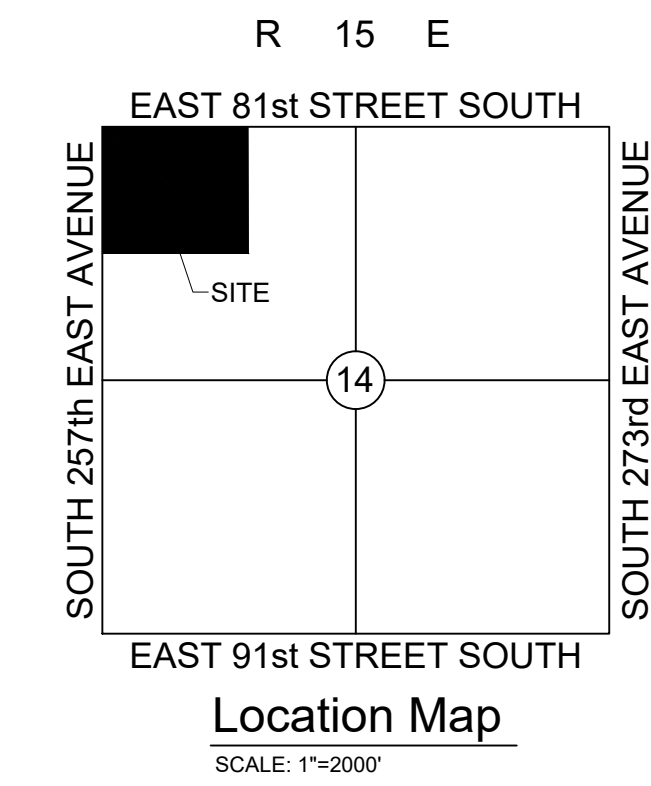


CONDITIONAL FINAL PLAT

ANTLER FALLS

PART OF THE NORTHWEST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

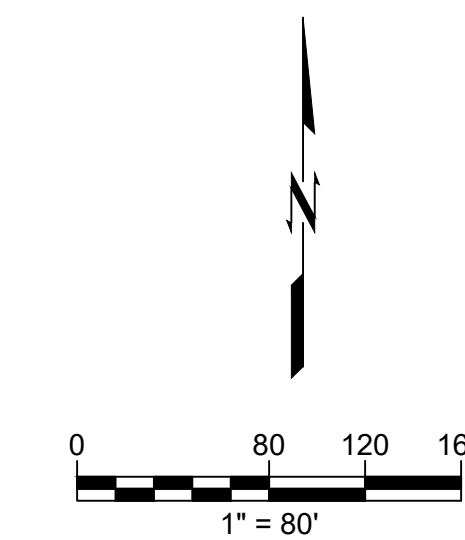
PUD-001242-2023



ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
ENGINEER NAME P.E.
danny.baldwin@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design

OWNER:
Nora J. Gordon Revocable Trust
25900 East 81st Street South
Broken Arrow, Oklahoma, 74014
CONTACT: _____



MONUMENTATION
MONUMENTATION FOUND AS NOTED.
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
FOUND BRASS CAP AT NW QUARTER CORNER
NORTHING=388965.575
EASTING=2651250.225
ELEV=649.34

BASIS OF BEARINGS
THE BASIS OF BEARING IS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18, RANGE 15, WAGONER COUNTY AS N 88°49'03"E.
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM NAVD 1988 GPS DATA

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP TULSA COUNTY, OKLAHOMA, MAP NO. 40145C0115L1. MAP REVISED, SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

BACKFLOW PREVENTER NOTE
ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKFLOW DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.
ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

SURVEYOR'S LAST SITE VISIT:
NOVEMBER 8, 2023

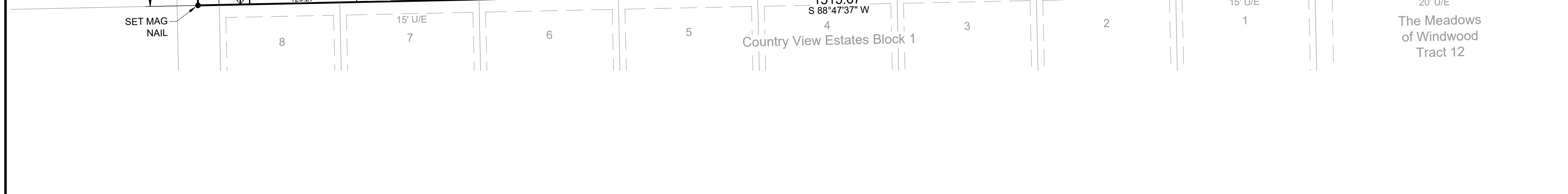
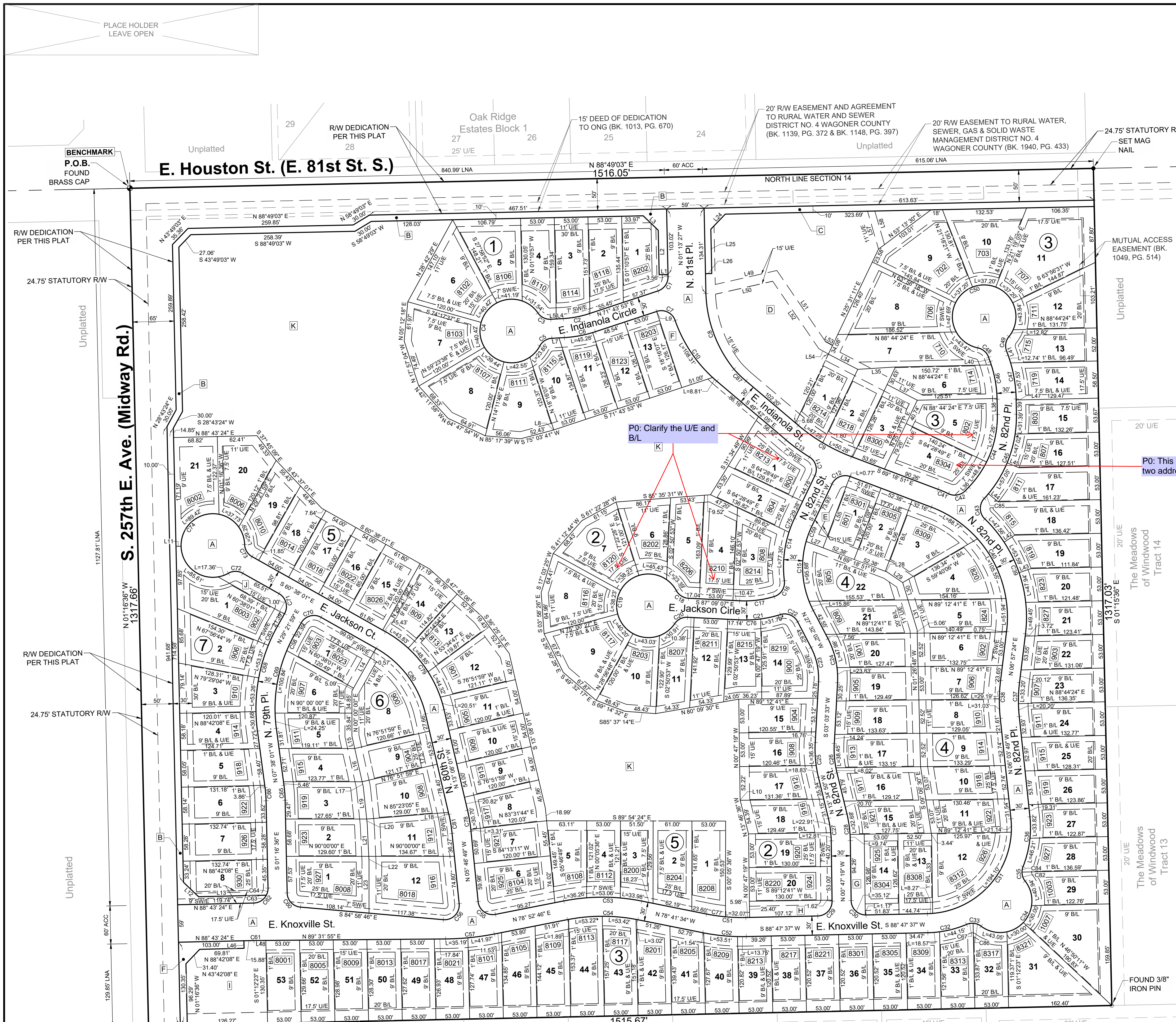
APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma,
Mayor
Attest: City Clerk

PLACE HOLDER
LEAVE OPEN

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO.: DD 110623-81

P0: Project number needed
PR-000510-2023

DATE: 6/4/2024
ANTLER FALLS
CONDITIONAL FINAL PLAT
SHEET 1 OF 5
CASE NO.: PT



\\civ-server\projects\2340719 81st and Midway Residential Subdivision\DWG\PRODUCTION\2340719 Cond Final Plat.dwg
PLOT: 6/4/24
ORIG SIZE: 24" X 36"

CONDITIONAL FINAL PLAT
ANTLER FALLS

PUD-001242-2023

| CURVE TABLE | | | | | |
|-------------|------------|------------|------------|--------------------|---------------------|
| CURVE # | LENGTH (L) | RADIUS (R) | DELTA (Δ) | CHORD BEARING (CB) | CHORD DISTANCE (CD) |
| C1 | 29.29' | 23.00' | 72°57'20" | N 35°15'13" E | 27.35' |
| C2 | 41.89' | 160.00' | 15°00'00" | N 79°13'53" E | 41.77' |
| C3 | 23.54' | 23.00' | 58°37'52" | S 63°57'11" E | 22.52' |
| C4 | 259.41' | 50.00' | 297°15'43" | S 03°16'07" E | 52.05' |
| C5 | 23.54' | 23.00' | 58°37'52" | S 57°24'57" W | 22.52' |
| C6 | 49.74' | 190.00' | 15°00'00" | N 79°13'53" E | 49.60' |
| C7 | 35.75' | 23.00' | 89°04'09" | N 63°44'03" W | 32.26' |
| C8 | 128.95' | 200.12' | 36°55'09" | S 20°18'48" E | 126.73' |
| C9 | 97.56' | 285.00' | 19°36'46" | S 59°30'28" E | 97.08' |
| C10 | 117.12' | 220.00' | 30°30'07" | S 34°27'02" E | 115.74' |
| C11 | 33.54' | 23.00' | 83°32'41" | N 16°15'10" W | 30.64' |
| C12 | 34.19' | 23.00' | 85°09'58" | S 68°06'10" W | 31.13' |
| C13 | 45.76' | 315.00' | 8°19'25" | S 53°51'48" E | 45.72' |
| C14 | 101.09' | 178.00' | 32°32'24" | S 09°14'59" W | 99.74' |
| C15 | 137.04' | 148.00' | 53°03'13" | S 01°00'26" E | 132.20' |
| C16 | 32.19' | 23.00' | 80°11'49" | N 33°04'41" E | 29.63' |
| C17 | 54.93' | 160.00' | 19°40'18" | N 83°00'44" E | 54.66' |
| C18 | 23.54' | 23.00' | 58°37'52" | S 57°50'11" E | 22.52' |
| C19 | 259.41' | 50.00' | 297°15'43" | S 02°50'53" W | 52.05' |
| C20 | 23.54' | 23.00' | 58°37'52" | S 63°31'57" W | 22.52' |
| C21 | 66.48' | 190.00' | 20°02'56" | N 82°49'25" E | 66.15' |
| C22 | 31.98' | 23.00' | 79°40'01" | N 67°22'02" W | 29.47' |
| C23 | 55.80' | 104.50' | 30°35'35" | N 12°14'15" W | 55.14' |
| C24 | 71.82' | 134.50' | 30°35'35" | N 12°14'15" W | 70.97' |
| C25 | 55.18' | 190.00' | 16°38'23" | S 05°15'39" E | 54.99' |
| C26 | 46.47' | 160.00' | 16°38'23" | S 05°15'39" E | 46.30' |
| C27 | 35.72' | 160.00' | 12°47'32" | S 07°11'05" E | 35.65' |
| C28 | 42.42' | 190.00' | 12°47'32" | N 07°11'05" W | 42.33' |
| C29 | 35.96' | 23.00' | 89°34'56" | N 44°00'09" E | 32.41' |
| C30 | 36.30' | 23.00' | 90°25'04" | S 45°59'51" E | 32.65' |
| C31 | 223.50' | 135.00' | 94°51'26" | N 41°21'54" E | 198.84' |
| C32 | 62.72' | 165.00' | 21°46'52" | N 77°54'12" E | 62.35' |
| C33 | 24.03' | 23.00' | 59°51'20" | N 83°03'34" W | 22.95' |
| C34 | 143.99' | 50.00' | 164°59'42" | N 44°22'14" E | 99.14' |
| C35 | 24.03' | 23.00' | 59°51'20" | S 08°11'57" E | 22.95' |
| C36 | 80.04' | 165.00' | 27°47'31" | N 07°49'57" E | 79.25' |
| C37 | 53.40' | 235.00' | 13°01'12" | S 00°26'48" W | 53.29' |
| C38 | 60.22' | 265.00' | 13°01'12" | S 00°26'48" W | 60.09' |
| C39 | 198.54' | 215.00' | 52°54'29" | N 19°29'51" W | 191.56' |
| C40 | 246.27' | 185.00' | 76°16'15" | N 31°10'44" W | 228.48' |
| C41 | 17.81' | 215.00' | 4°44'44" | N 66°56'30" W | 17.80' |
| C42 | 28.69' | 23.00' | 71°28'18" | N 79°41'43" E | 26.87' |
| C43 | 35.63' | 23.00' | 88°46'09" | S 01°34'38" E | 32.18' |
| C44 | 125.66' | 160.00' | 45°00'00" | N 21°27'34" E | 122.46' |
| C45 | 145.40' | 190.00' | 43°50'52" | N 20°53'00" E | 141.88' |
| C46 | 60.46' | 185.00' | 18°43'30" | N 10°24'11" W | 60.19' |
| C47 | 70.26' | 215.00' | 18°43'30" | N 10°24'11" W | 69.95' |
| C48 | 23.54' | 23.00' | 58°37'52" | N 49°04'51" W | 22.52' |
| C49 | 23.54' | 23.00' | 58°37'52" | S 09°33'00" W | 22.52' |
| C50 | 259.41' | 50.00' | 297°15'43" | S 70°14'04" W | 52.05' |
| C51 | 62.24' | 285.00' | 12°30'48" | S 84°56'59" E | 62.12' |
| C52 | 68.80' | 315.00' | 12°30'48" | S 84°56'59" E | 68.66' |
| C53 | 123.30' | 315.00' | 22°25'40" | N 89°54'24" W | 122.52' |
| C54 | 111.56' | 285.00' | 22°25'40" | N 89°54'24" W | 110.85' |
| C55 | 38.27' | 23.00' | 95°20'26" | S 53°27'01" E | 34.01' |
| C56 | 40.46' | 23.00' | 100°48'03" | N 44°37'13" E | 35.44' |
| C57 | 77.16' | 414.98' | 10°39'11" | N 84°12'20" E | 77.05' |
| C58 | 26.66' | 235.00' | 6°30'03" | N 26°06'57" E | 26.65' |
| C59 | 25.31' | 148.00' | 9°47'47" | S 20°37'17" W | 25.27' |
| C60 | 33.60' | 23.00' | 83°42'10" | S 43°07'41" E | 30.69' |

| CURVE TABLE | | | | | |
|-------------|------------|------------|------------|--------------------|---------------------|
| CURVE # | LENGTH (L) | RADIUS (R) | DELTA (Δ) | CHORD BEARING (CB) | CHORD DISTANCE (CD) |
| C61 | 4.21' | 298.00' | 0°48'31" | S 89°07'40" W | 4.21' |
| C62 | 36.13' | 23.00' | 90°00'00" | N 43°43'24" E | 32.53' |
| C63 | 24.55' | 23.00' | 61°09'38" | N 58°08'35" E | 23.40' |
| C64 | 11.58' | 23.00' | 28°50'22" | N 13°08'35" E | 11.46' |
| C65 | 23.85' | 215.00' | 6°21'26" | N 04°27'18" W | 23.84' |
| C66 | 20.53' | 185.00' | 6°21'26" | N 04°27'18" W | 20.52' |
| C67 | 10.52' | 23.00' | 26°12'23" | N 80°06'57" E | 10.43' |
| C68 | 171.13' | 265.00' | 37°00'00" | S 10°51'59" W | 168.17' |
| C69 | 151.76' | 235.00' | 37°00'00" | S 10°51'59" W | 149.13' |
| C70 | 36.13' | 23.00' | 90°00'00" | S 74°21'59" W | 32.53' |
| C71 | 36.13' | 23.00' | 90°00'00" | N 15°38'01" W | 32.53' |
| C72 | 23.54' | 23.00' | 58°37'52" | N 89°56'57" W | 22.52' |
| C73 | 23.54' | 23.00' | 58°37'52" | S 31°19'05" E | 22.52' |
| C74 | 259.41' | 50.00' | 297°15'43" | S 29°21'59" W | 52.05' |
| C75 | 23.79' | 178.00' | 7°39'28" | S 21°41'27" W | 23.77' |
| C76 | 34.69' | 190.00' | 10°27'39" | N 87°37'03" E | 34.64' |
| C77 | 30.17' | 285.00' | 6°03'58" | N 81°43'34" W | 30.16' |
| C78 | 34.01' | 265.00' | 7°21'13" | N 09°27'25" W | 33.99' |
| C79 | 157.51' | 190.00' | 47°29'57" | N 36°53'03" W | 153.04' |
| C80 | 132.65' | 160.00' | 47°30'00" | N 36°53'01" W | 128.88' |
| C81 | 30.16' | 235.00' | 7°21'13" | N 09°27'25" W | 30.14' |
| C82 | 15.28' | 23.00' | 38°03'54" | N 19°05'40" W | 15.00' |
| C83 | 33.82' | 265.00' | 7°18'43" | S 25°42'37" W | 33.80' |
| C84 | 8.75' | 23.00' | 21°47'25" | N 10°50'00" E | 8.69' |
| C85 | 9.94' | 190.00' | 2°59'52" | N 41°18'30" E | 9.94' |
| C86 | 13.51' | 23.00' | 33°38'57" | S 69°57'23" E | 13.31' |
| C87 | 26.59' | 190.00' | 8°01'11" | S 45°41'30" E | 26.57' |

| LINE TABLE | | |
|------------|---------|---------------|
| LINE # | LENGTH | BEARING |
| L1 | 13.90' | N 88°45'17" E |
| L2 | 69.83' | S 1°10'57" E |
| L3 | 32.82' | N 46°10'57" W |
| L4 | 10.97' | S 86°43'53" W |
| L5 | 8.69' | S 86°43'53" W |
| L6 | 8.58' | S 86°43'53" W |
| L7 | 11.09' | S 86°43'53" W |
| L8 | 1.33' | S 71°43'53" W |
| L9 | 0.19' | N 71°43'53" E |
| L10 | 0.80' | S 13°51'46" E |
| L11 | 8.02' | S 88°43'24" W |
| L12 | 32.82' | S 46°17'52" E |
| L13 | 106.68' | N 88°42'08" E |
| L14 | 72.00' | S 29°21'59" W |
| L15 | 20.34' | S 12°35'29" E |
| L16 | 53.51' | S 12°35'29" E |
| L17 | 8.20' | S 12°35'29" E |
| L18 | 3.32' | S 13°08'01" E |
| L19 | 50.95' | S 5°59'53" E |
| L20 | 8.04' | S 5°59'53" E |
| L21 | 50.73' | S 2°44'25" E |
| L22 | 8.01' | S 2°44'25" E |
| L23 | 81.38' | S 0°00'00" E |
| L24 | 32.81' | N 43°45'17" E |
| L25 | 69.74' | N 11°44'33" W |
| L26 | 9.90' | S 88°45'17" W |
| L27 | 28.35' | S 69°18'51" E |
| L28 | 2.95' | S 69°18'51" E |
| L29 | 29.65' | S 55°54'18" E |
| L30 | 28.51' | S 16°58'19" E |
| L31 | 49.41' | S 16°58'19" E |
| L33 | 122.58' | S 0°47'19" E |
| L34 | 52.03' | S 62°35'30" E |
| L35 | 59.50' | N 86°26'45" E |
| L36 | 8.05' | N 43°57'34" E |
| L37 | 53.48' | S 62°35'30" E |
| L38 | 24.06' | N 1°02'26" W |
| L39 | 22.43' | N 1°02'26" W |
| L40 | 7.32' | N 19°45'56" W |
| L41 | 7.32' | S 19°45'56" E |
| L42 | 20.00' | N 56°43'22" E |
| L43 | 20.00' | N 71°00'12" E |
| L44 | 20.00' | S 50°11'26" E |
| L45 | 20.00' | S 67°23'40" E |
| L46 | 11.90' | N 1°17'52" W |
| L47 | 1.63' | N 1°02'26" W |
| L48 | 14.34' | S 89°31'55" W |
| L49 | 99.37' | N 77°12'52" E |
| L50 | 92.22' | S 77°12'52" W |
| L51 | 135.30' | S 34°22'59" E |
| L52 | 128.70' | N 34°22'59" E |
| L53 | 12.78' | S 61°20'44" E |
| L54 | 17.19' | N 61°20'44" W |
| L55 | 119.99' | N 20°41'09" E |
| L56 | 120.00' | N 20°41'09" E |
| L57 | 62.05' | N 16°07'46" W |
| L58 | 54.97' | S 16°07'46" E |

| Lot Area Table (Block 1) | | |
|--------------------------|-----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 7,233.70 | 0.17 |
| 2 | 7,609.83 | 0.17 |
| 3 | 8,315.10 | 0.19 |
| 4 | 7,866.27 | 0.18 |
| 5 | 9,550.21 | 0.22 |
| 6 | 11,172.39 | 0.26 |
| 7 | 10,346.22 | 0.24 |
| 8 | 10,118.95 | 0.23 |
| 9 | 8,979.34 | 0.21 |
| 10 | 7,011.73 | 0.16 |
| 11 | 6,855.42 | 0.16 |
| 12 | 6,687.35 | 0.15 |
| 13 | 6,687.27 | 0.15 |

| Lot Area Table (Block 2) | | |
|--------------------------|-----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 9,458.66 | 0.22 |
| 2 | 7,030.22 | 0.16 |
| 3 | 9,800.74 | 0.22 |
| 4 | 8,305.69 | 0.19 |
| 5 | 8,066.24 | 0.19 |
| 6 | 7,743.28 | 0.18 |
| 7 | 9,886.54 | 0.23 |
| 8 | 9,857.19 | 0.23 |
| 9 | 10,301.32 | 0.24 |
| 10 | 8,284.44 | 0.19 |
| 11 | 7,243.88 | 0.17 |
| 12 | 7,205.48 | 0.17 |
| 13 | 7,014.87 | 0.16 |
| 14 | 10,270.21 | 0.24 |
| 15 | 6,483.60 | 0.15 |
| 16 | 6,336.68 | 0.15 |
| 17 | 6,658.46 | 0.15 |
| 18 | 6,944.12 | 0.16 |
| 19 | 6,887.81 | 0.16 |
| 20 | 6,890.00 | 0.16 |

| Lot Area Table (Block 3) | | |
|--------------------------|-----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 6,488.86 | 0.15 |
| 2 | 7,447.60 | 0.17 |
| 3 | 6,582.55 | 0.15 |
| 4 | 9,887.77 | 0.23 |
| 5 | 9,574.60 | 0.22 |
| 6 | 8,208.44 | 0.19 |
| 7 | 11,675.96 | 0.27 |
| 8 | 13,324.51 | 0.31 |
| 9 | 12,323.00 | 0.28 |
| 10 | 10,320.10 | 0.24 |
| 11 | 15,864.01 | 0.36 |
| 12 | 9,447.91 | 0.22 |
| 13 | 7,283.10 | 0.17 |
| 14 | 7,718.57 | 0.18 |
| 15 | 6,980.87 | 0.16 |
| 16 | 7,303.79 | 0.17 |
| 17 | 8,753.52 | 0.20 |
| 18 | 9,812.58 | 0.23 |
| 19 | 7,629.40 | 0.18 |
| 20 | 6,615.75 | 0.15 |
| 21 | 6,432.20 | 0.15 |
| 22 | 6,743.50 | 0.15 |
| 23 | 7,122.95 | 0.16 |
| 24 | 7,148.83 | 0.16 |
| 25 | 6,918.64 | 0.16 |
| 26 | 6,682.59 | 0.15 |
| 27 | 6,485.55 | 0.15 |
| 28 | 6,838.52 | 0.16 |
| 29 | 6,751.83 | 0.16 |
| 30 | 12,461.19 | 0.29 |
| 31 | 12,342.18 | 0.28 |
| 32 | 6,553.74 | 0.15 |
| 33 | 6,751.73 | 0.15 |
| 34 | 6,394.04 | 0.15 |
| 35 | 6,387.59 | 0.15 |
| 36 | 6,387.59 | 0.15 |
| 37 | 6,387.59 | 0.15 |
| 38 | 6,387.59 | 0.15 |
| 39 | 6,388.97 | 0.15 |
| 40 | 6,544.60 | 0.15 |
| 41 | 7,078.16 | 0.16 |
| 42 | 7,701.57 | 0.18 |
| 43 | 8,217.85 | 0.19 |
| 44 | 8,275.50 | 0.19 |
| 45 | 7,883.60 | 0.18 |
| 46 | 7,392.63 | 0.17 |
| 47 | 6,931.63 | 0.16 |
| 48 | 6,726.80 | 0.15 |
| 49 | 6,745.54 | 0.15 |
| 50 | 6,781.74 | 0.16 |
| 51 | 6,817.94 | 0.16 |
| 52 | 6,854.14 | 0.16 |
| 53 | 6,890.34 | 0.16 |

| Lot Area Table (Block 4) | | |
|--------------------------|----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 6,285.66 | 0.14 |
| 2 | 6,285.66 | 0.14 |
| 3 | 9,671.03 | 0.22 |
| 4 | 9,704.13 | 0.22 |
| 5 | 7,768.69 | 0.18 |
| 6 | 7 | |

CONDITIONAL FINAL PLAT
ANTLER FALLS
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

NORA GORDON REVOCABLE TRUST, HEREINAFTER REFERRED TO AS THE "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE NORTH HALF, OF THE NORTHWEST QUARTER (NW/4) SECTION FOURTEEN (14), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.M.), CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING (P.O.B.) AT A BRASS CAP THAT IS THE NORTHWEST CORNER OF SAID SECTION FOURTEEN (14); THENCE N88°49'03"E AND ALONG THE NORTH SECTION LINE OF SAID SECTION FOURTEEN (14) FOR A DISTANCE OF 1516.05 FEET; THENCE S01°15'36"E FOR A DISTANCE OF 1317.03 FEET TO A POINT ON THE NORTH LINE OF TRACT TWELVE (12) OF THE MEADOWS OF WINDWOOD; THENCE S88°47'37"W AND ALONG THE NORTH LINE OF TRACT TWELVE (12) OF THE MEADOWS OF WINDWOOD, AND ALONG THE NORTH LINE OF BLOCK ONE (1) COUNTRY VIEW ESTATES FOR A DISTANCE OF 1515.67 FEET TO A POINT ON THE WEST LINE OF SECTION FOURTEEN (14); THENCE N01°16'36"W AND ALONG THE WEST LINE OF SAID SECTION FOURTEEN (14) FOR A DISTANCE OF 1317.66 FEET TO THE POINT OF BEGINNING (P.O.B.)

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "ANTLER FALLS"; A SUBDIVISION IN THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER "ANTLER FALLS" OR THE "SUBDIVISION").

SECTION I. PRIVATE STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREETS AND UTILITIES EASEMENTS

1. ALL STREETS, CURBS, AND PAVEMENT OUTSIDE OF THE HOUSTON STREET AND MIDWAY ROAD ROW WILL BE PRIVATELY OWNED AND MAINTAINED.

THE OWNER DOES HEREBY DEDICATE FOR PRIVATE USE THE PRIVATE STREET RESERVE AREAS AS DEPICTED ON THE ACCOMPANYING PLAT IN RESERVE 'A'. IN ADDITION, RESERVE 'A' SHALL BE DESIGNATED AS UTILITY EASEMENTS. THE OWNER FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" 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 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 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 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 OF THE RESERVE 'A' SHALL BE RESPONSIBLE FOR THE MAINTENANCE, OPERATION, AND REPAIR OF THE PRIVATE STREETS WITHIN THE SUBDIVISION. IN THE EVENT THAT THE CITY OF BROKEN ARROW IS REQUIRED TO MAINTAIN OR REPAIR PUBLIC WATER, PUBLIC SANITARY SEWER OR PUBLIC STORM SEWER UNDERNEATH OR ADJACENT TO THE PRIVATE STREET, REPAIR OF STREET, CURBS, AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE OWNER.

THE OWNER OF RESERVE 'A' HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF 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, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES OR WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

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

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

4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD

INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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.

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

3. THE COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. PUBLIC WATER, PUBLIC SANITARY SEWER AND PRIVATE STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS OR HER LOT.

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 PUBLIC WATER MAIN, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SANITARY SEWER MAINS. THE HOME OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE STORM SEWER SYSTEM. HOWEVER, THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR BY ACTS OF THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. RURAL WATER DISTRICT #4 OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.

5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS AND THE HOME OWNERS' ASSOCIATION, 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 OR SEWER FACILITIES. SANITARY SEWER SERVICE LINES ARE PRIVATELY OWNED AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE FOR MAINTENANCE OF THE SERVICE LINES AND RECONSTRUCTION OF THE STREET IF NECESSARY.

6. PRIVATE STORM LINES AND DETENTION FACILITY SHALL BE DEFINED AS THOSE SHOWN AS "A", "D", "E", "F", "G", "H", "I", "J" AND "K", WILL BE PROVIDED IN ANTLER FALLS.

7. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION BE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

8. THE SANITARY SEWER SYSTEM IS PUBLICLY OWNED. THE OWNERSHIP OF THE SANITARY SEWER SERVICE LINES ARE PRIVATELY OWNED, BEGINNING AT THE MAINLINE TAP INTO THE HOME. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE SEWER LINES FROM THE PROPERTY LINE TO THE HOME. THE HOME OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE PRIVATE LINE FROM THE TAP TO THE PROPERTY LINE. NOTE THAT THESE LINES MAY BE UNDERNEATH STREET PAVEMENT.

9. THE WATER DISTRIBUTION SYSTEM WILL BE PUBLICLY OWNED. THE WATER SERVICE LINES FROM THE WATER METER TO THE HOUSE WILL BE PRIVATELY OWNED AND MAINTAINED.

10. THE STORM SYSTEM AND DETENTION FACILITY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS' ASSOCIATION EXCEPT FOR THE TWO STORM SEWERS IN THE OLIVE AVENUE ROW.

11. THE INSTALLATION OF GENERATORS, AC EQUIPMENT, POOL EQUIPMENT, SHEDS, OR OUTDOOR LIVING AREAS IN DEDICATED UTILITY EASEMENTS WHERE PUBLIC UTILITIES SUCH AS WATER OR SANITARY SEWER WILL BE LOCATED BETWEEN LOTS IS PROHIBITED.

E. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC, PRIVATE STREETS AND EASEMENTS. NO LOT OWNER 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 HIS OR HER LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY AN AFFECTED LOT OWNER AND ENFORCED BY THE HOME OWNERS' ASSOCIATION.

G. ROOF DRAINS

EACH DWELLING WITHIN THE SUBDIVISION SHALL CONTAIN ROOF DRAINS DESIGNATED AND CONSTRUCTED TO DISCHARGE STORM WATER RUNOFF IN ACCORDANCE WITH THE APPROVED DEVELOPMENT PLAN.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO E. HOUSTON ST. AND MIDWAY RD. WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMEND OR RELEASED

BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND 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, STATE OF OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

J. RESERVE AREA 'D' - CLUB HOUSE, UTILITY EASEMENT

THE USE OF RESERVE OF AREA 'D' SHALL BE LIMITED TO THE USE AS OPEN SPACE, FENCING, LANDSCAPING, POOL, SPORTS COURTS, CLUBHOUSE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION V, TO BE FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION. MAINTENANCE OF RESERVE AREA 'D' WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

K. RESERVE AREAS "B", "C", "E", "F", "G", "H", "I", "J", AND "L" - OPEN SPACE AND PARKING

THE USE OF RESERVE AREAS "B", "C", "E", "F", "G", "H", "I", "J" AND "L" SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SIDEWALKS AND PEDESTRIAN TRAILS, SCREENING FENCES AND WALLS, AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

MAINTENANCE OF RESERVE AREAS "B", "C", "E", "F", "G", "H", "I", "J" AND "L" SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

L. RESERVE AREA "K" - OPEN SPACE AND UTILITY EASEMENT

THE USE OF RESERVE AREA "K" SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SIDEWALK, PEDESTRIAN TRAIL, SCREENING FENCES AND WALLS, AND AS A UTILITY EASEMENT.

MAINTENANCE OF RESERVE AREA "K" SHALL BE THE RESPONSIBILITY OF HTE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

M. RETAINING WALLS AND EARTH RETAINING STRUCTURES

A COMMERCIAL BUILDING PERMIT SHALL BE REQUIRED FOR WALLS MEASURING FOUR FEET TALL AND TALLER. RETAINING WALLS FOUR FEET IN HEIGHT AND TALLER ARE REQUIRED TO HAVE A COMMERCIAL BUILDING PERMIT PRIOR TO THEIR CONSTRUCTION. ALSO, ALL RETAINING WALLS SUPPORTING A SURCHARGE OR IMPOUNDING A CLASS I, II, OR IIIA LIQUID ARE REQUIRED TO HAVE A COMMERCIAL BUILDING PERMIT PRIOR TO THEIR CONSTRUCTION. THE HEIGHT OF THE WALL IS MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL. ALL WALL DESIGNS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. NO RETAINING WALL OR EARTH RETAINING STRUCTURE ARE ALLOWED IN DEDICATED UTILITY EASEMENTS WITHOUT WRITTEN CONSENT OF THE UTILITY DEPARTMENT AND THE CITY IS NOT LIABLE FOR RECONSTRUCTION OF THE STRUCTURE IF REPAIRS ARE MADE TO THE CITY'S UTILITY. ALL WALLS CROSSING MORE THAN ONE LOT WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

ANTLER FALLS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD-1242) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON JANUARY 11, 2024 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 6, 2024.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED BY THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

PUD 1242 SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE SINGLE-FAMILY RESIDENTIAL - 4 DISTRICT EXCEPT AS NOTED HEREIN.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF ANTLER FALLS SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 06, 2024.

C. DEVELOPMENT STANDARDS

1. PERMITTED USES

USES PERMITTED AS A MATTER OF RIGHT IN THE RS. 4 DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES INCLUDING BUT NOT LIMITED TO DETACHED ACCESSORY BUILDINGS, GATED ENTRY, ENTRY MONUMENTS, LANDSCAPED ENTRANCES, SIDEWALKS, SIGNAGE, SECURITY GATE HOUSE, CLUBHOUSE AND RELATED RECREATIONAL FACILITIES, INCLUDING FOOD PREPARATION FACILITIES FOR RESIDENTS ONLY AND MEETING ROOMS, PROJECT SALES OFFICES, PARK AND OPEN SPACES, PLAYGROUND AND RELATED RECREATIONAL FACILITIES, MAINTENANCE FACILITIES, COURT GATES, POOL, PICKLE BALL COURT, COMMON PARKING AREAS, TRAILS AND WALKWAYS, DETENTION FACILITIES, PICNIC SHELTERS AND PICNIC FACILITIES, GAZEBOS AND WATER FEATURES, PRIVATE STREET CROSSING AND RELATED BRIDGE, AND OTHER USES INCIDENTAL THERETO.

2. MAXIMUM NUMBER OF LOTS: 160

3. MINIMUM LOT WIDTH: 50 FT

EXCEPT FOR CUL-DE-SAC LOTS WHICH WILL HAVE LOT FRONTAGE OF THIRTY (30) FT. THE MINIMUM LOT FRONTAGE ON CUL-DE-SAC LOTS MAY BE REDUCED PROVIDED DRAWINGS ARE SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW FOR EACH SUCH PARCEL THAT SHOW THE DRIVEWAY WIDTH, MAILBOXES, CURB RETURNS, SIDEWALK (IF APPLICABLE), AND WATER METER LOCATION. WATER METERS WILL BE LOCATED IN AN UNPAVED AREA.

4. MINIMUM LOT AREA: 5200 FT²

5. MAXIMUM BUILDING HEIGHT:

- a. RESIDENTIAL STRUCTURES: 35 FT
- b. NON-RESIDENTIAL STRUCTURES ON RES LOTS: 15 FT
- c. NON-RESIDENTIAL STRUCTURES IN RESERVES: 25 FT
- d. CLUBHOUSE: 35 FT

6. MINIMUM SIZE OF DWELLING UNIT: 1600 FT²

7. MINIMUM YARD REQUIREMENTS:

- a. EXTERNAL BOUNDARIES:
 - FROM ROW LINE ABUTTING E. KENOSHA ST. 30 FT
 - FROM ROW LINE ABUTTING MIDWAY RD. 30 FT
 - FROM THE SOUTH PROPERTY LINE 20 FT
 - FROM THE EAST PROPERTY LINE 20 FT
- b. INTERNAL BOUNDARIES:
 - FRONT YARD SETBACKS:
 - FROM LOTS NOT REQUIRING SIDEWALK 20 FT*
 - FROM LOTS REQUIRING SIDEWALK 25 FT*
 - HABITABLE OR PORCH PORTION OF STRUCTURE 15 FT*

FRONT YARD SETBACKS ON CORNER LOTS SHALL BE A MINIMUM OF FIFTEEN (15) FEET ON NO SIDEWALK SIDE AND 17.5 ON THE SIDEWALK SIDE OF THE STREET PROVIDING THE GARAGE DOES NOT FRONT UPON THE STREET.

*SUCH TWENTY-FIVE (25) FOOT AND TWENTY (20) FOOT FRONT YARD SETBACK MAY BE REDUCED TO FIFTEEN (15) FEET FOR A GARAGE PROVIDED THE GARAGE DOORS ARE LOCATED AT 90 DEGREES FROM THE STREET LINE AND THE GARAGE IS SIDE LOADED.

*A FIFTEEN (15) FOOT SETBACK SHALL BE ALLOWED FOR THE HABITABLE PORTION OF THE STRUCTURE PROVIDED THAT ANY FRONT-FACING GARAGE IS SETBACK AT LEAST TWENTY (20) FEET ON LOTS NOT REQUIRED TO HAVE A SIDEWALK AND TWENTY-FIVE (25) FEET ON LOTS REQUIRED TO HAVE SIDEWALK.

SIDE YARD SETBACKS: 1/9' **

** SIDE YARD SETBACKS SHALL BE A MINIMUM OF ONE (1) FOOT ON ONE LOT LINE AND NINE (9) FOOT ON THE OTHER LOT LINE ENSURING THERE WILL BE A MINIMUM OF TEN (10) FEET BETWEEN BUILDINGS. THE SIDE YARD SETBACK WILL BE DESIGNATED ON THE FINAL PLAT.

REAR YARD SETBACKS: 20 FT ***

*** EXCEPT FOR LOTS THAT BACK UP TO OPEN SPACE RESERVE AREAS, THE MINIMUM REAR YARD CAN REDUCED TO TEN (10) FEET PROVIDED DRAWINGS ARE SUBMITTED AND SEALED BY A LICENSED ENGINEER AND ACCEPTABLE TO THE CITY OF BROKEN ARROW THAT DEMONSTRATES THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE ANY SUBSTANTIAL STRUCTURAL OR MAINTENANCE ISSUE FOR FUTURE HOUSES OR WALLS. THE REAR SETBACK CANNOT BE REDUCED PAST THE DESIGNATED U/E WIDTH SHOWN. A SIGNED AND SEALED DETAILED GRADING PLAN AND STRUCTURAL SLAB DETAIL WILL NEED TO BE SUBMITTED FOR ANY LOT WISHING TO REDUCE THE REAR SETBACK LIMIT.

DETACHED ACCESSORY BUILDINGS SHALL COMPLY WITH THE MINIMUM YARD REQUIREMENTS FOR PRINCIPAL STRUCTURES. THIS DOES NOT INCLUDE GAZEBOS AND ARBORS 200 SQUARE FEET OR LESS, FIRE PITS, WATER FEATURES, OUTDOOR KITCHENS, OR FIRE PLACES.

8. PRIVATE STREETS: MINIMUM WIDTH: 30 FT OF RESERVE WITH 26 FT OF PAVING

9. ENTRY GATES: ENTRY GATES SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS.

10. SIGNS: ENTRY IDENTIFICATION SIGNS SHALL BE PERMITTED WITH A MAXIMUM DISPLAY SURFACE AREA OF 48 SQUARE FEET OF DISPLAY SURFACE AREA ON EACH SIDE OF EACH ENTRANCE FROM OLIVE AVENUE. THE TOTAL ENTRY IDENTIFICATION SIGNAGE AT EACH SUCH ENTRY WILL NOT EXCEED 96 SQUARE FEET OF DISPLAY SURFACE AREA.

D. ACCESS AND CIRCULATION:

ENTRY INTO ANTLER FALLS WILL BE VIA TWO GATED ENTRY WAYS, ONE ALONG E. HOUSTON ST. AND THE OTHER ALONG MIDWAY RD. INTERNAL ACCESS WILL BE VIA PRIVATE STREETS WITHIN A RESERVE. SIDEWALKS WILL BE DESIGNED ON ONE SIDE OF THE INTERNAL STREETS. IN ADDITION, PUBLIC SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW REGULATIONS ALONG MIDWAY RD. AND E. HOUSTON ST.

CONDITIONAL FINAL PLAT
ANTLER FALLS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

E. LANDSCAPING AND SCREENING PLAN:

LANDSCAPING AND OPEN SPACE WILL BE PROVIDED PER THE REQUIREMENTS OF THE CITY OF BROKEN ARROW ZONING CODE. AS THIS DEVELOPMENT WOULD BE CLASSIFIED AS "NONRESIDENTIAL", SCREENING WILL BE INSTALLED AND MAINTAINED WHERE NECESSARY TO COMPLY WITH THE CITY OF BROKEN ARROW ZONING CODE. THE PROJECT WILL BE EXTENSIVELY LANDSCAPED, ENSURING COHESION THROUGHOUT THE SITE. NO FENCING IS REQUIRED WHERE OPEN SPACE ACTS AS A BUFFER TO ADJACENT PROPERTIES. TO THIS FACT, A 6' ORNAMENTAL FENCING WILL BE PROVIDED ALONG THE SOUTHEAST CORNER OF HOUSTON ST. AND MIDWAY WHERE THE RESERVE AREA ABUTS THE PUBLIC STREETS. THIS WILL ADDITIONALLY INCLUDE A PORTION OF THE PROPERTY ALONG THE SOUTHWEST PORTION OF THE SUBJECT PROPERTY WHERE THE RESERVE ABUTS THE STREET. FOR PERIMETER LOCATIONS ABUTTING PUBLIC FRONTAGE, EXCLUSIVE OF THE RESERVE AREAS, A 6' HIGH BRICK WALL WILL BE PROVIDED. LASTLY, ALONG THE SOUTH AND EAST PROPERTY LINES A 6' HIGH BRICK OR SYNTHETIC WOOD FENCE WILL PROVIDE SCREENING TO THE ADJACENT PROPERTIES.

F. SITE PLAN REVIEW

ONE BUILDING PERMIT IS ALLOWED PRIOR TO RECORDING FINAL PLAT USING DEVELOPMENT PARCEL AS LOT. AFTER THE FIRST BUILDING PERMIT IS ISSUED, NO BUILDING PERMIT WILL BE ISSUED UNTIL A SUBDIVISION PLAT, WHICH WILL SERVE AS THE SITE PLAN, IS APPROVED AND FILED OF RECORD WITH THE TULSA COUNTY CLERK. NEITHER THE REZONING NOR THE PUD WILL BE FINALIZED UNTIL THE PLAT IS FILED OF RECORD WITH THE WAGONER COUNTY CLERK.

SECTION III. SIDEWALKS

WITHIN THE SUBDIVISION, THERE SHALL BE CONTINUOUS SIDEWALKS MEETING THE SUBDIVISION REGULATIONS FOR THE CITY OF BROKEN ARROW OR MODIFICATION THEREOF APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR AND THE BROKEN ARROW CITY COUNCIL.

A. SIDEWALK ALONG MIDWAY ROAD, E. HOUSTON ST., AND RESERVE AREAS

THE OWNER SHALL CONSTRUCT THE SIDEWALK ALONG THE ENTIRE MIDWAY ROAD FRONTAGE AND ALL RESERVE AREA FRONTAGES ONTO STREETS WITHIN THE SUBDIVISION. A BLANKET SIDEWALK EASEMENT IS GRANTED BY THE OWNER OF ALL RESERVE AREAS FOR SIDEWALK PLACEMENT AND PEDESTRIAN MOVEMENT ACROSS RESERVES IN WHICH A SIDEWALK IS PLACED.

B. MAINTENANCE OF SIDEWALKS IN RESERVE AREAS, SIDEWALK EASEMENTS AND PRIVATE LOTS

THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL SIDEWALKS WITHIN RESERVES, SIDEWALK EASEMENTS AND SIDEWALKS PARALLEL TO THE ADJACENT STREET ON ALL INDIVIDUAL LOTS IN GOOD CONDITION.

C. SIDEWALKS ALONG STREETS WITHIN ANTLER FALLS

SIDEWALKS SHALL BE PLACED ON ONE SIDE OF THE STREET AS PER SECTION II OF THE PLANNED UNIT DEVELOPMENT STANDARDS.

SECTION IV. FENCE AND LANDSCAPE EASEMENT

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE SOUTHERN, NORTHERN, WESTERN AND EASTERN BOUNDARY OF THE SUBDIVISION AND WITHIN OTHER AREAS DESIGNATED WITHIN OTHER AREAS OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "F/E".

SECTION V. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN ANTLER FALLS (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREA OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, THE LANDSCAPING, STORM WATER DETENTION FACILITIES, FENCING, ENTRY FEATURES, CLUB HOUSE AMENITIES AND PRIVATE STREETS AS MAY EXIST WITHIN RESERVES 'A'- 'I' ALONG WITH THE SIDEWALK AND LANDSCAPING WITHIN THE FENCE & LANDSCAPE EASEMENTS AND PRIVATE STORM SEWERS WITHIN THE SUBDIVISION AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ANTLER FALLS.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, SIDEWALKS, STORMWATER DETENTION FACILITIES, PRIVATE STREETS AND PRIVATE STORM SEWERS OF THE SUBDIVISION.

SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS

THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE LOTS IN THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE APPLICABLE TO ALL LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE OWNER OF A LOT AND BY THE HOMEOWNERS' ASSOCIATION.

A. ARCHITECTURAL COMMITTEE

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE

ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HERINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING, AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSED OF THE COMMITTEE HERINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OF THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30th DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HERINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE PROPOSED COLOR SCHEME, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUCTION. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVE AREAS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE OF LOTS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE.

THE USE OF THE LOTS SHALL BE LIMITED TO DETACH SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2. ORIENTATION OF DWELLINGS.

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3. GARAGES.

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF 2 PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GARAGE DOORS SHALL BE CONSTRUCTED OF WOOD OR HAVE WOOD VENEER FINISH, AND GLASS IN GARAGE DOORS IS PROHIBITED.

4. FOUNDATIONS.

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

5. EXTERIOR WALLS.

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL ALUMINUM VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH 6.

6. WINDOWS.

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

7. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6 %.

8. ROOFING MATERIALS.

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED "WEATHERED WOOD" SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLE AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO

MECHANICAL EQUIPMENT, AIR CONDITIONING AND SOLAR EQUIPMENT, IS PROHIBITED.

9. CHIMNEYS.

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

10. DRIVEWAYS.

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

11. FENCING.

FENCING ALONG ARTERIAL STREETS SHALL BE THE PROPERTY OF THE HOMEOWNERS' ASSOCIATION.

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF ORNAMENTAL METAL OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVE AREAS, PONDS, AND GREEN BELTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR DETERMINATION AND SHALL NOT BE INSTALLED PRIOR TO APPROVAL OF THE ARCHITECTURAL COMMITTEE.

12. LANDSCAPING OF LOTS, IRRIGATION SYSTEMS.

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

13. ON-SITE CONSTRUCTION.

NO DWELLING OR BUILDING BUILD OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

14. OUTBUILDINGS.

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

15. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

16. ANTENNAS.

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AN IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

17. LOT MAINTENANCE.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

18. RECREATIONAL VEHICLES AND EQUIPMENT.

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

19. TRAILERS, MACHINERY AND EQUIPMENT COMMERCIAL VEHICLES.

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNATE (MAXIMUM ½ TON).

20. ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES.

NO ALL-TERRAIN VEHICLES (ATVs) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

21. BASKETBALL GOALS.

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

22. ON-STREET PARKING PROHIBITED.

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

23. CLOTHESLINES AND GARBAGE RECEPTACLES.

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

24. MAILBOXES.

MAILBOXES SHALL BE SHARED BETWEEN TWO INDIVIDUAL LOTS. SHARED MAILBOXES SHALL BE PROVIDED BY THE PROPERTY OWNER AT LOCATIONS APPROVED BY THE UNITED STATES POSTAL SERVICE (USPS) AND SHALL BE LOCATED AT A SHARED PROPERTY LINE.

25. ANIMALS.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAYBE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. EXCEPT

WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00PM AND 7:00AM.

26. NOXIOUS ACTIVITY.

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THERON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

27. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ON SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

28. MATERIALS AND STORAGE.

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

29. MAINTENANCE ACCESS TO INDIVIDUAL LOTS.

EACH INDIVIDUAL LOT OWNER SHALL GRANT A MAINTENANCE ACCESS ON THE NINE FOOT BUILDING LINE SIDE OF THEIR LOT FOR THE PURPOSES OF ROUTINE MAINTENANCE AND REPAIRS TO THE NEIGHBOR AS ACCESS TO THEIR HOME. THE NEIGHBORING LOT OWNER SHALL PROVIDE FORTY- EIGHT (48) HOUR WRITTEN NOTICE TO THE ADJACENT OWNER PRIOR TO ANY MAINTENANCE ACTIVITIES.

30. PRIVATE WALL EASEMENT.

EACH INDIVIDUAL LOT OWNER SHALL GRANT A WALL EASEMENT ACROSS THE 1' BUILDING SETBACK FOR THE PURPOSE OF CONNECTING A FENCE OR MASONRY WALL TO THE HOUSE PROVIDING A FULLY ENCLOSED YARD.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 2. WHETHER OR NOT SPECIFICALLY THERIN SO STATED SHALL INSURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AND SHALL INSURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION V. HOMEOWNERS' ASSOCIATION AND SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS SHALL INSURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS III, IV, V, OR VI, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III, IV, V, OR VI AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREET, EASEMENTS AND UTILITIES 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 CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION IV. HOMEOWNERS' ASSOCIATION OR SECTION V. PRIVATE RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CONDITIONAL FINAL PLAT
ANTLER FALLS
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS ____
DAY OF _____, 2024.

NORA J. GORDON REVOCABLE TRUST

BY: _____
NORA GORDON, OWNER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

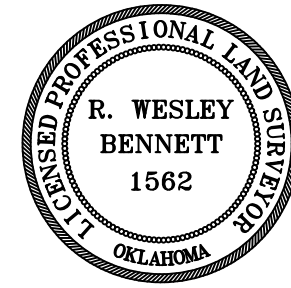
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF
_____, 2024, BY NORA GORDON AS OWNER OF ANTLER FALLS.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER IS: _____

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ANTLER FALLS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATIVE OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.



R. WESLEY BENNETT, PLS
OK PLS 1562

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

\\c:\server\projects\2340719 81a and Midway Residential Subdivision\Drawings\PRODUCTION\Plat\2340719 DOD.dwg PLOT: 6/4/24 ORIG SIZE: 24"X36"

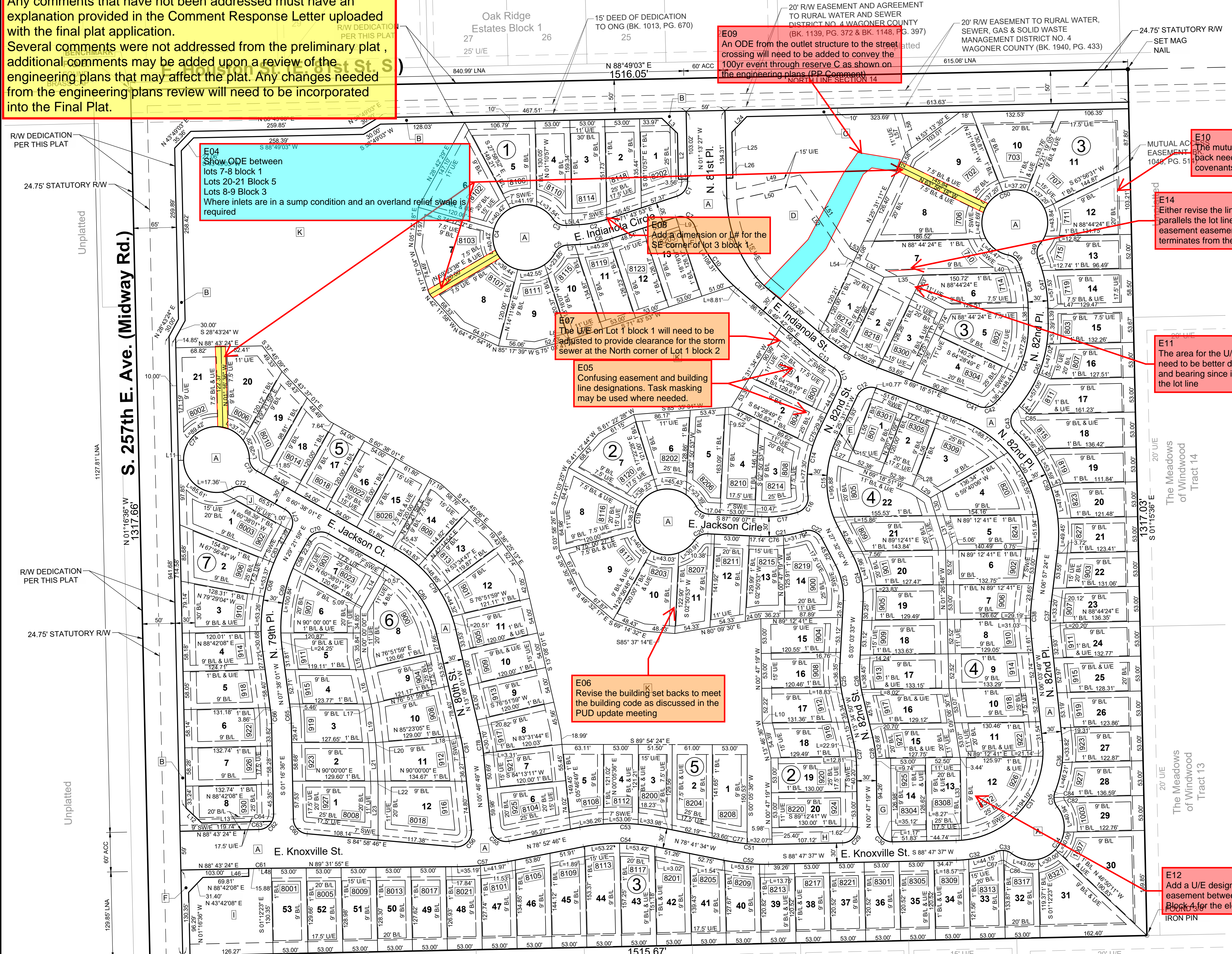
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 The review of the Conditional Final Plat is complete and all comments shall to be addressed as part of the Final Plat submittal using the Final Plat Application.
 Any revisions submitted with the Conditional Final Plat application will not be reviewed.
 Any comments that have not been addressed must have an explanation provided in the Comment Response Letter uploaded with the final plat application.
 Several comments were not addressed from the preliminary plat, additional comments may be added upon a review of the engineering plans that may affect the plat. Any changes needed from the engineering plans review will need to be incorporated into the Final Plat.

- NOT ADDRESSED FROM THE PRELIMINARY PLAT
- NEW COMMENTS ON THE CFP
- STORMWATER COMMENTS FROM ENGINEERING REVIEW

CONDITIONAL FINAL PLAT ANTLER FALLS

PART OF THE NORTHWEST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

PUD-001242-2023



E01 Identify any additional platted areas, railways, highways that may be within the section **ENGINEER**

E02 Use Broken Arrow arterial street names as the primary street. The county names may be included in parenthesis

E03 PLACE HOLDER
Add
Project Number PR-000510-2023

E04 Show ODE between lots 7-8 block 1
Lots 20-21 Block 5
Lots 8-9 Block 3
Where inlets are in a sump condition and an overland relief swale is required

E05 Confusing easement and building line designations. Task masking may be used where needed.

E06 Revise the building set backs to meet the building code as discussed in the PUD update meeting

E07 The U/E of Lot 1 block 1 will need to be adjusted to provide clearance for the storm sewer at the North corner of Lot 1 block 2

E08 Add a dimension or L# for the SE corner of lot 3 block 1

E09 An ODE from the outlet structure to the street crossing will need to be added to convey the 100yr event through reserve C as shown on the engineering plans (PP Comment)

E10 The mutual access easement across the back needs to be addressed with covenants or closed approach

E11 The area for the U/E on lot 2 block 3 will need to be better defined by dimensions and bearing since it does not parallel the lot line

E12 Add a U/E designation on the easement between lots 12 & 13 Block 4 for the electric and gas

E13 Addresses are shown on the face of the plat, the note needs to be modified

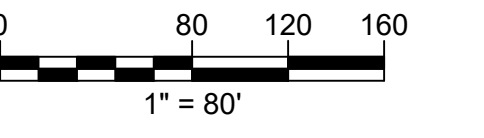
E14 Either revise the line work so that it parallels the lot lines or add a dimension on the easement to show where the BL terminates on the lotline on the easement

Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 584-5858
 OK CA NO. 1460, EXPIRES 6/30/2025
 ENGINEER NAME P.E.
 danny.baldwin@wallace.design

SURVEYOR:
Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 584-5858
 OK CA NO. 1460, EXPIRES 6/30/2025
 R. WESLEY BENNETT, PLS 1562
 wes.bennett@wallace.design

OWNER:
Nora J. Gordon Revocable Trust
 25900 East 81st Street South
 Broken Arrow, Oklahoma, 74014
 CONTACT: _____

Location Map
SCALE: 1"=2000'



- LEGEND**
- B/L = BUILDING SETBACK
 - ACC = ACCESS
 - LNA = LIMITS OF NO ACCESS
 - R/W = RIGHT-OF-WAY
 - U/E = UTILITY EASEMENT
 - SW/E = SIDEWALK EASEMENT
 - ONG = OKLAHOMA NATURAL GAS
 - BK./PG. = BOOK/PAGE
 - P.O.B. = POINT OF BEGINNING
- XXXX ADDRESS
- ① BLOCK NUMBER
 - 2 LOT NUMBER
 - A RESERVE AREA
 - IRON PIN SET
 - IRON PIN FOUND
- SUBDIVISION STATISTICS**
 SUBDIVISION CONTAINS ONE HUNDRED FORTY-NINE (149) LOTS IN SEVEN (7) BLOCKS AND TWELVE (12) RESERVE AREAS.
 SUBDIVISION CONTAINS 1,996,903 SF (45.84 ACRES)
 R/W DEDICATED BY PLAT CONTAINS 148,659 SF (3.41 ACRES)
 PROPERTY ZONED RS-4 (BAZ-00110702923)
- NOTE:**
 SEE SHEET 2 FOR CURVE, LINE, LOT AREA AND ADDRESS TABLES

- MONUMENTATION**
 MONUMENTATION FOUND AS NOTED.
 1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.
- BENCHMARK**
 FOUND BRASS CAP AT NW QUARTER CORNER
 NORTHING=388965.575
 EASTING=2651250.225
 ELEV=649.34
- BASIS OF BEARINGS**
 THE BASIS OF BEARING IS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18, RANGE 15, WAGONER COUNTY AS N 88°49'03"E.
 HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
 VERTICAL DATUM NAVD 1988 GPS DATA
- ADDRESS NOTE**
 ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.
- FLOODPLAIN NOTE**
 THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP TULSA COUNTY, OKLAHOMA, MAP NO. 40145C01151. MAP REVISED, SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
- BACKFLOW PREVENTER NOTE**
 ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.
 ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.
- SURVEYOR'S LAST SITE VISIT:**
 NOVEMBER 8, 2023

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

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO.: DD 110623-81

CONDITIONAL FINAL PLAT

ANTLER FALLS

PUD-001242-2023

| CURVE TABLE | | | | | |
|-------------|------------|------------|------------|--------------------|---------------------|
| CURVE # | LENGTH (L) | RADIUS (R) | DELTA (Δ) | CHORD BEARING (CB) | CHORD DISTANCE (CD) |
| C1 | 29.29' | 23.00' | 72°57'20" | N 35°15'13" E | 27.35' |
| C2 | 41.89' | 160.00' | 15°00'00" | N 79°13'53" E | 41.77' |
| C3 | 23.54' | 23.00' | 58°37'52" | S 63°57'11" E | 22.52' |
| C4 | 259.41' | 50.00' | 297°15'43" | S 03°16'07" E | 52.05' |
| C5 | 23.54' | 23.00' | 58°37'52" | S 57°24'57" W | 22.52' |
| C6 | 49.74' | 190.00' | 15°00'00" | N 79°13'53" E | 49.60' |
| C7 | 35.75' | 23.00' | 89°04'09" | N 63°44'03" W | 32.26' |
| C8 | 128.95' | 200.12' | 36°55'09" | S 20°18'48" E | 126.73' |
| C9 | 97.56' | 285.00' | 19°36'46" | S 59°30'28" E | 97.08' |
| C10 | 117.12' | 220.00' | 30°30'07" | S 34°27'02" E | 115.74' |
| C11 | 33.54' | 23.00' | 83°32'41" | N 16°15'10" W | 30.64' |
| C12 | 34.19' | 23.00' | 85°09'58" | S 68°06'10" W | 31.13' |
| C13 | 45.76' | 315.00' | 8°19'25" | S 53°51'48" E | 45.72' |
| C14 | 101.09' | 178.00' | 32°32'24" | S 09°14'59" W | 99.74' |
| C15 | 137.04' | 148.00' | 53°03'13" | S 04°00'26" E | 132.20' |
| C16 | 32.19' | 23.00' | 80°11'11" | S 04°00'26" E | 132.20' |
| C17 | 54.93' | 160.00' | 19°40'11" | S 02°50'53" W | 52.05' |
| C18 | 23.54' | 23.00' | 58°37'52" | S 57°24'57" W | 22.52' |
| C19 | 259.41' | 50.00' | 297°15'43" | S 02°50'53" W | 52.05' |
| C20 | 23.54' | 23.00' | 58°37'52" | S 63°31'57" W | 22.52' |
| C21 | 66.48' | 190.00' | 20°02'56" | N 82°49'25" E | 66.15' |
| C22 | 31.98' | 23.00' | 79°40'01" | N 67°22'02" W | 29.47' |
| C23 | 55.80' | 104.50' | 30°35'35" | N 12°14'15" W | 55.14' |
| C24 | 71.82' | 134.50' | 30°35'35" | N 12°14'15" W | 70.97' |
| C25 | 55.18' | 190.00' | 16°38'23" | S 05°15'39" E | 54.99' |
| C26 | 46.47' | 160.00' | 16°38'23" | S 05°15'39" E | 46.30' |
| C27 | 35.72' | 160.00' | 12°47'32" | S 07°11'05" E | 35.65' |
| C28 | 42.42' | 190.00' | 12°47'32" | N 07°11'05" W | 42.33' |
| C29 | 35.96' | 23.00' | 89°34'56" | N 44°00'09" E | 32.41' |
| C30 | 36.30' | 23.00' | 90°25'04" | S 45°59'51" E | 32.65' |
| C31 | 223.50' | 135.00' | 94°51'26" | N 41°21'54" E | 198.84' |
| C32 | 62.72' | 165.00' | 21°46'52" | N 77°54'12" E | 62.35' |
| C33 | 24.03' | 23.00' | 59°51'20" | N 83°03'34" W | 22.95' |
| C34 | 143.99' | 50.00' | 164°59'42" | N 44°22'14" E | 99.14' |
| C35 | 24.03' | 23.00' | 59°51'20" | S 08°11'57" E | 22.95' |
| C36 | 80.04' | 165.00' | 27°47'31" | N 07°49'57" E | 79.25' |
| C37 | 53.40' | 235.00' | 13°01'12" | S 00°26'48" W | 53.29' |
| C38 | 60.22' | 265.00' | 13°01'12" | S 00°26'48" W | 60.09' |
| C39 | 198.54' | 215.00' | 52°54'29" | N 19°29'51" W | 191.56' |
| C40 | 246.27' | 185.00' | 76°16'15" | N 31°10'44" W | 228.48' |
| C41 | 17.81' | 215.00' | 4°44'44" | N 66°56'30" W | 17.80' |
| C42 | 28.69' | 23.00' | 71°28'18" | N 79°41'43" E | 26.87' |
| C43 | 35.63' | 23.00' | 88°46'09" | S 01°34'38" E | 32.18' |
| C44 | 125.66' | 160.00' | 45°00'00" | N 21°27'34" E | 122.46' |
| C45 | 145.40' | 190.00' | 43°50'52" | N 20°53'00" E | 141.88' |
| C46 | 60.46' | 185.00' | 18°43'30" | N 10°24'11" W | 60.19' |
| C47 | 70.26' | 215.00' | 18°43'30" | N 10°24'11" W | 69.95' |
| C48 | 23.54' | 23.00' | 58°37'52" | N 49°04'51" W | 22.52' |
| C49 | 23.54' | 23.00' | 58°37'52" | S 09°33'00" W | 22.52' |
| C50 | 259.41' | 50.00' | 297°15'43" | S 70°14'04" W | 52.05' |
| C51 | 62.24' | 285.00' | 12°30'48" | S 84°56'59" E | 62.12' |
| C52 | 68.80' | 315.00' | 12°30'48" | S 84°56'59" E | 68.66' |
| C53 | 123.30' | 315.00' | 22°25'40" | N 89°54'24" W | 122.52' |
| C54 | 111.56' | 285.00' | 22°25'40" | N 89°54'24" W | 110.85' |
| C55 | 38.27' | 23.00' | 95°20'26" | S 53°27'01" E | 34.01' |
| C56 | 40.46' | 23.00' | 100°48'03" | N 44°37'13" E | 35.44' |
| C57 | 77.16' | 414.98' | 10°39'11" | N 84°12'20" E | 77.05' |
| C58 | 26.66' | 235.00' | 6°30'03" | N 26°06'57" E | 26.65' |
| C59 | 25.31' | 148.00' | 9°47'47" | S 20°37'17" W | 25.27' |
| C60 | 33.60' | 23.00' | 83°42'10" | S 43°07'41" E | 30.69' |

| CURVE TABLE | | | | | |
|-------------|------------|------------|------------|--------------------|---------------------|
| CURVE # | LENGTH (L) | RADIUS (R) | DELTA (Δ) | CHORD BEARING (CB) | CHORD DISTANCE (CD) |
| C61 | 4.21' | 298.00' | 0°48'31" | S 89°07'40" W | 4.21' |
| C62 | 36.13' | 23.00' | 90°00'00" | N 43°43'24" E | 32.53' |
| C63 | 24.55' | 23.00' | 61°09'38" | N 58°08'35" E | 23.40' |
| C64 | 11.58' | 23.00' | 28°50'22" | N 13°08'35" E | 11.46' |
| C65 | 23.85' | 215.00' | 6°21'26" | N 04°27'18" W | 23.84' |
| C66 | 20.53' | 185.00' | 6°21'26" | N 04°27'18" W | 20.52' |
| C67 | 10.52' | 23.00' | 26°12'23" | N 80°06'57" E | 10.43' |
| C68 | 171.13' | 265.00' | 37°00'00" | S 10°51'59" W | 168.17' |
| C69 | 151.76' | 235.00' | 37°00'00" | S 10°51'59" W | 149.13' |
| C70 | 36.13' | 23.00' | 90°00'00" | S 74°21'59" W | 32.53' |
| C71 | 36.13' | 23.00' | 90°00'00" | N 15°38'01" W | 32.53' |
| C72 | 23.54' | 23.00' | 58°37'52" | N 89°56'57" W | 22.52' |
| C73 | 23.54' | 23.00' | 58°37'52" | S 31°19'05" E | 22.52' |
| C74 | 259.41' | 50.00' | 297°15'43" | S 29°21'59" W | 52.05' |
| C75 | 23.79' | 178.00' | 7°39'28" | S 21°41'27" W | 23.77' |
| C76 | 34.69' | 190.00' | 10°27'39" | N 87°37'03" E | 34.64' |
| C77 | 30.17' | 285.00' | 6°03'58" | N 81°43'34" W | 30.16' |
| C78 | 34.01' | 265.00' | 7°21'13" | N 09°27'25" W | 33.99' |
| C79 | 157.51' | 190.00' | 47°29'57" | N 36°53'03" W | 153.04' |
| C80 | 132.65' | 160.00' | 47°30'00" | N 36°53'01" W | 128.88' |
| C81 | 30.16' | 235.00' | 7°21'13" | N 09°27'25" W | 30.14' |
| C82 | 15.28' | 23.00' | 38°03'54" | N 19°05'40" W | 15.00' |
| C83 | 33.82' | 265.00' | 7°18'43" | S 25°42'37" W | 33.80' |
| C84 | 8.75' | 23.00' | 21°47'25" | N 10°50'00" E | 8.69' |
| C85 | 9.94' | 190.00' | 2°59'52" | N 41°18'30" E | 9.94' |
| C86 | 13.51' | 23.00' | 33°38'57" | S 69°57'23" E | 13.31' |
| C87 | 26.59' | 190.00' | 8°01'11" | S 45°41'30" E | 26.57' |

| LINE TABLE | | |
|------------|---------|---------------|
| LINE # | LENGTH | BEARING |
| L1 | 13.90' | N 88°45'17" E |
| L2 | 69.83' | S 1°10'57" E |
| L3 | 32.82' | N 46°10'57" W |
| L4 | 10.97' | S 86°43'53" W |
| L5 | 8.69' | S 86°43'53" W |
| L6 | 8.58' | S 86°43'53" W |
| L7 | 11.09' | S 86°43'53" W |
| L8 | 1.33' | S 71°43'53" W |
| L9 | 0.19' | N 71°43'53" E |
| L10 | 0.80' | S 13°51'46" E |
| L11 | 8.02' | S 88°43'24" W |
| L12 | 32.82' | S 46°17'52" E |
| L13 | 106.68' | N 88°42'08" E |
| L14 | 72.00' | S 29°21'59" W |
| L15 | 20.34' | S 12°35'29" E |
| L16 | 53.51' | S 12°35'29" E |
| L17 | 8.20' | S 12°35'29" E |
| L18 | 3.32' | S 13°08'01" E |
| L19 | 50.95' | S 5°59'53" E |
| L20 | 8.04' | S 5°59'53" E |
| L21 | 50.73' | S 2°44'25" E |
| L22 | 8.01' | S 2°44'25" E |
| L23 | 81.38' | S 0°00'00" E |
| L24 | 32.81' | N 43°45'17" E |
| L25 | 69.74' | N 11°44'33" W |
| L26 | 9.90' | S 88°45'17" W |
| L27 | 28.35' | S 69°18'51" E |
| L28 | 2.95' | S 69°18'51" E |
| L29 | 29.65' | S 55°54'18" E |
| L30 | 28.51' | S 16°58'19" E |
| L31 | 49.41' | S 16°58'19" E |
| L33 | 122.58' | S 0°47'19" E |
| L34 | 52.03' | S 62°35'30" E |
| L35 | 59.50' | N 86°26'45" E |
| L36 | 8.05' | N 43°57'34" E |
| L37 | 53.48' | S 62°35'30" E |
| L38 | 24.06' | N 1°02'26" W |
| L39 | 22.43' | N 1°02'26" W |
| L40 | 7.32' | N 19°45'56" W |
| L41 | 7.32' | S 19°45'56" E |
| L42 | 20.00' | N 56°43'22" E |
| L43 | 20.00' | N 71°00'12" E |
| L44 | 20.00' | S 50°11'26" E |
| L45 | 20.00' | S 67°23'40" E |
| L46 | 11.90' | N 1°17'52" W |
| L47 | 1.63' | N 1°02'26" W |
| L48 | 14.34' | S 89°31'55" W |
| L49 | 99.37' | N 77°12'52" E |
| L50 | 92.22' | S 77°12'52" W |
| L51 | 135.30' | S 34°22'59" E |
| L52 | 128.70' | N 34°22'59" E |
| L53 | 12.78' | S 61°20'44" E |
| L54 | 17.19' | N 61°20'44" W |
| L55 | 119.99' | N 20°41'09" E |
| L56 | 120.00' | N 20°41'09" E |
| L57 | 62.05' | N 16°07'46" W |
| L58 | 54.97' | S 16°07'46" E |

| Lot Area Table (Block 1) | | |
|--------------------------|-----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 7,233.70 | 0.17 |
| 2 | 7,609.83 | 0.17 |
| 3 | 8,315.10 | 0.19 |
| 4 | 7,866.27 | 0.18 |
| 5 | 9,550.21 | 0.22 |
| 6 | 11,172.39 | 0.26 |
| 7 | 10,346.22 | 0.24 |
| 8 | 10,118.95 | 0.23 |
| 9 | 8,979.34 | 0.21 |
| 10 | 7,011.73 | 0.16 |
| 11 | 6,855.42 | 0.16 |
| 12 | 6,687.35 | 0.15 |
| 13 | 6,687.27 | 0.15 |

| Lot Area Table (Block 2) | | |
|--------------------------|-----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 9,458.66 | 0.22 |
| 2 | 7,030.22 | 0.16 |
| 3 | 9,800.74 | 0.22 |
| 4 | 8,305.69 | 0.19 |
| 5 | 8,066.24 | 0.19 |
| 6 | 7,743.28 | 0.18 |
| 7 | 9,886.54 | 0.23 |
| 8 | 9,857.19 | 0.23 |
| 9 | 10,301.32 | 0.24 |
| 10 | 8,284.44 | 0.19 |
| 11 | 7,243.88 | 0.17 |
| 12 | 7,205.48 | 0.17 |
| 13 | 7,014.87 | 0.16 |
| 14 | 10,270.21 | 0.24 |
| 15 | 6,483.60 | 0.15 |
| 16 | 6,336.68 | 0.15 |
| 17 | 6,658.46 | 0.15 |
| 18 | 6,944.12 | 0.16 |
| 19 | 6,887.81 | 0.16 |
| 20 | 6,890.00 | 0.16 |

| Lot Area Table (Block 3) | | |
|--------------------------|-----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 6,488.86 | 0.15 |
| 2 | 7,447.60 | 0.17 |
| 3 | 6,582.55 | 0.15 |
| 4 | 9,887.77 | 0.23 |
| 5 | 9,574.60 | 0.22 |
| 6 | 8,208.44 | 0.19 |
| 7 | 11,675.96 | 0.27 |
| 8 | 13,324.51 | 0.31 |
| 9 | 12,323.00 | 0.28 |
| 10 | 10,320.10 | 0.24 |
| 11 | 15,864.01 | 0.36 |
| 12 | 9,447.91 | 0.22 |
| 13 | 7,283.10 | 0.17 |
| 14 | 7,718.57 | 0.18 |
| 15 | 6,980.87 | 0.16 |
| 16 | 7,303.79 | 0.17 |
| 17 | 8,753.52 | 0.20 |
| 18 | 9,812.58 | 0.23 |
| 19 | 7,629.40 | 0.18 |
| 20 | 6,615.75 | 0.15 |
| 21 | 6,432.20 | 0.15 |
| 22 | 6,743.50 | 0.15 |
| 23 | 7,122.95 | 0.16 |
| 24 | 7,148.83 | 0.16 |
| 25 | 6,918.64 | 0.16 |
| 26 | 6,682.59 | 0.15 |
| 27 | 6,485.55 | 0.15 |
| 28 | 6,838.52 | 0.16 |
| 29 | 6,751.83 | 0.16 |
| 30 | 12,461.19 | 0.29 |
| 31 | 12,342.18 | 0.28 |
| 32 | 6,553.74 | 0.15 |
| 33 | 6,751.73 | 0.15 |
| 34 | 6,394.04 | 0.15 |
| 35 | 6,387.59 | 0.15 |
| 36 | 6,387.59 | 0.15 |
| 37 | 6,387.59 | 0.15 |
| 38 | 6,387.59 | 0.15 |
| 39 | 6,388.97 | 0.15 |
| 40 | 6,544.60 | 0.15 |
| 41 | 7,078.16 | 0.16 |
| 42 | 7,701.57 | 0.18 |
| 43 | 8,217.85 | 0.19 |
| 44 | 8,275.50 | 0.19 |
| 45 | 7,883.60 | 0.18 |
| 46 | 7,392.63 | 0.17 |
| 47 | 6,931.63 | 0.16 |
| 48 | 6,726.80 | 0.15 |
| 49 | 6,745.54 | 0.15 |
| 50 | 6,781.74 | 0.16 |
| 51 | 6,817.94 | 0.16 |
| 52 | 6,854.14 | 0.16 |
| 53 | 6,890.34 | 0.16 |

| Lot Area Table (Block 4) | | |
|--------------------------|----------|--------|
| Lot # | Area | (ACRE) |
| 1 | 6,285.66 | 0.14 |
| 2 | 6,285.66 | 0.14 |
| 3 | 9,671.03 | 0.22 |
| 4 | 9,704.13 | 0.22 |
| 5 | 7,768.69 | 0.18 |
| 6 | 7,174.47 | 0.16 |

CONDITIONAL FINAL PLAT
ANTLER FALLS
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

NORA GORDON REVOCABLE TRUST, HEREINAFTER REFERRED TO AS THE "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE NORTH HALF, OF THE NORTHWEST QUARTER (NW/4) SECTION FOURTEEN (14), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.M.), CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING (P.O.B.) AT A BRASS CAP THAT IS THE NORTHWEST CORNER OF SAID SECTION FOURTEEN (14); THENCE N88°49'03"E AND ALONG THE NORTH SECTION LINE OF SAID SECTION FOURTEEN (14) FOR A DISTANCE OF 1516.05 FEET; THENCE S01°15'36"E FOR A DISTANCE OF 1317.03 FEET TO A POINT ON THE NORTH LINE OF TRACT TWELVE (12) OF THE MEADOWS OF WINDWOOD; THENCE S88°47'37"W AND ALONG THE NORTH LINE OF TRACT TWELVE (12) OF THE MEADOWS OF WINDWOOD, AND ALONG THE NORTH LINE OF BLOCK ONE (1) COUNTRY VIEW ESTATES FOR A DISTANCE OF 1515.67 FEET TO A POINT ON THE WEST LINE OF SECTION FOURTEEN (14); THENCE N01°16'36"W AND ALONG THE WEST LINE OF SAID SECTION FOURTEEN (14) FOR A DISTANCE OF 1317.66 FEET TO THE POINT OF BEGINNING (P.O.B.)

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "ANTLER FALLS"; A SUBDIVISION IN THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER "ANTLER FALLS" OR THE "SUBDIVISION").

SECTION I. PRIVATE STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREETS AND UTILITIES EASEMENTS

1. ALL STREETS, CURBS, AND PAVEMENT OUTSIDE OF THE HOUSTON STREET AND MIDWAY ROAD ROW WILL BE PRIVATELY OWNED AND MAINTAINED.

THE OWNER DOES HEREBY DEDICATE FOR PRIVATE USE THE PRIVATE STREET RESERVE AREAS AS DEPICTED ON THE ACCOMPANYING PLAT IN RESERVE 'A'. IN ADDITION, RESERVE 'A' SHALL BE DESIGNATED AS UTILITY EASEMENTS. THE OWNER FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" 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 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 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 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 OF THE RESERVE 'A' SHALL BE RESPONSIBLE FOR THE MAINTENANCE, OPERATION, AND REPAIR OF THE PRIVATE STREETS WITHIN THE SUBDIVISION. IN THE EVENT THAT THE CITY OF BROKEN ARROW IS REQUIRED TO MAINTAIN OR REPAIR PUBLIC WATER, PUBLIC SANITARY SEWER OR PUBLIC STORM SEWER UNDERNEATH OR ADJACENT TO THE PRIVATE STREET, REPAIR OF STREET, CURBS, AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE OWNER.

THE OWNER OF RESERVE 'A' HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF 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, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES OR WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

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

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

4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD

INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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.

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

3. THE COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. PUBLIC WATER, PUBLIC SANITARY SEWER AND PRIVATE STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS OR HER LOT.

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 PUBLIC WATER MAIN, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS. THE HOME OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE STORM SEWER SYSTEM. HOWEVER, THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR BY ACTS OF THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. RURAL WATER DISTRICT #4 OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.

5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS AND THE HOME OWNERS' ASSOCIATION, 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 OR SEWER FACILITIES. SANITARY SEWER SERVICE LINES ARE PRIVATELY OWNED AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE FOR MAINTENANCE OF THE SERVICE LINES AND RECONSTRUCTION OF THE STREET IF NECESSARY.

6. PRIVATE STORM LINES AND DETENTION FACILITY SHALL BE DEFINED AS THOSE SHOWN AS "A", "D", "E", "F", "G", "H", "I", "J" AND "K", WILL BE PROVIDED IN ANTLER FALLS.

7. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

8. THE SANITARY SEWER SYSTEM IS PUBLICLY OWNED. THE OWNERSHIP OF THE SANITARY SEWER SERVICE LINES ARE PRIVATELY OWNED, BEGINNING AT THE MAINLINE TAP INTO THE HOME. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE SEWER LINES FROM THE PROPERTY LINE TO THE HOME. THE HOME OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE PRIVATE LINE FROM THE TAP TO THE PROPERTY LINE. NOTE THAT THESE LINES MAY BE UNDERNEATH STREET PAVEMENT.

9. THE WATER DISTRIBUTION SYSTEM WILL BE PUBLICLY OWNED. THE WATER SERVICE LINES FROM THE WATER METER TO THE HOUSE WILL BE PRIVATELY OWNED AND MAINTAINED.

10. THE STORM SYSTEM AND DETENTION FACILITY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS' ASSOCIATION EXCEPT FOR THE TWO STORM SEWERS IN THE OLIVE AVENUE ROW.

11. THE INSTALLATION OF GENERATORS, AC EQUIPMENT, POOL EQUIPMENT, SHEDS, OR OUTDOOR LIVING AREAS IN DEDICATED UTILITY EASEMENTS WHERE PUBLIC UTILITIES SUCH AS WATER OR SANITARY SEWER WILL BE LOCATED BETWEEN LOTS IS PROHIBITED.

E. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC, PRIVATE STREETS AND EASEMENTS. NO LOT OWNER 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 HIS OR HER LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY AN AFFECTED LOT OWNER AND ENFORCED BY THE HOME OWNERS' ASSOCIATION.

G. ROOF DRAINS

EACH DWELLING WITHIN THE SUBDIVISION SHALL CONTAIN ROOF DRAINS DESIGNATED AND CONSTRUCTED TO DISCHARGE STORM WATER RUNOFF IN ACCORDANCE WITH THE APPROVED DEVELOPMENT PLAN.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO E. HOUSTON ST. AND MIDWAY RD. WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMEND OR RELEASED

BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND 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, STATE OF OKLAHOMA OR ITS SUCCESSORS SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH WORK.

J. RESERVE AREA 'D' - CLUB HOUSE, UTILITY EASEMENT

THE USE OF RESERVE OF AREA 'D' SHALL BE LIMITED TO THE USE AS OPEN SPACE, FENCING, LANDSCAPING, POOL, SPORTS COURTS, CLUBHOUSE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION V, TO BE FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION. MAINTENANCE OF RESERVE AREA 'D' WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

K. RESERVE AREAS "B", "C", "E", "F", "G", "H", "I", "J", AND "L" - OPEN SPACE AND PARKING

THE USE OF RESERVE AREAS "B", "C", "E", "F", "G", "H", "I", "J" AND "L" SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SIDEWALKS AND PEDESTRIAN TRAILS, SCREENING FENCES AND WALLS, AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

MAINTENANCE OF RESERVE AREAS "B", "C", "E", "F", "G", "H", "I", "J" AND "L" SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

L. RESERVE AREA "K" - OPEN SPACE AND UTILITY EASEMENT

THE USE OF RESERVE AREA "K" SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SIDEWALK, PEDESTRIAN TRAIL, SCREENING FENCES AND WALLS, AND AS A UTILITY EASEMENT.

MAINTENANCE OF RESERVE AREA "K" SHALL BE THE RESPONSIBILITY OF HTE PROPERTY OWNER (HOME OWNERS' ASSOCIATION).

M. RETAINING WALLS AND EARTH RETAINING STRUCTURES

A COMMERCIAL BUILDING PERMIT SHALL BE REQUIRED FOR WALLS MEASURING FOUR FEET TALL AND TALLER. RETAINING WALLS FOUR FEET IN HEIGHT AND TALLER ARE REQUIRED TO HAVE A COMMERCIAL BUILDING PERMIT PRIOR TO THEIR CONSTRUCTION. ALSO, ALL RETAINING WALLS SUPPORTING A SURCHARGE OR IMPOUNDING A CLASS I, II, OR IIIA LIQUID ARE REQUIRED TO HAVE A COMMERCIAL BUILDING PERMIT PRIOR TO THEIR CONSTRUCTION. THE HEIGHT OF THE WALL IS MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL. ALL WALL DESIGNS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. NO RETAINING WALL OR EARTH RETAINING STRUCTURE ARE ALLOWED IN DEDICATED UTILITY EASEMENTS WITHOUT WRITTEN CONSENT OF THE UTILITY DEPARTMENT AND THE CITY IS NOT LIABLE FOR RECONSTRUCTION OF THE STRUCTURE IF REPAIRS ARE MADE TO THE CITY'S UTILITY. ALL WALLS CROSSING MORE THAN ONE LOT WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

ANTLER FALLS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD-1242) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON JANUARY 11, 2024 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 6, 2024.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED BY THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

PUD 1242 SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE SINGLE-FAMILY RESIDENTIAL - 4 DISTRICT EXCEPT AS NOTED HEREIN.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF ANTLER FALLS SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 06, 2024.

C. DEVELOPMENT STANDARDS

1. PERMITTED USES

USES PERMITTED AS A MATTER OF RIGHT IN THE RS. 4 DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES INCLUDING BUT NOT LIMITED TO DETACHED ACCESSORY BUILDINGS, GATED ENTRY, ENTRY MONUMENTS, LANDSCAPED ENTRANCES, SIDEWALKS, SIGNAGE, SECURITY GATE HOUSE, CLUBHOUSE AND RELATED RECREATIONAL FACILITIES, INCLUDING FOOD PREPARATION FACILITIES FOR RESIDENTS ONLY AND MEETING ROOMS, PROJECT SALES OFFICES, PARK AND OPEN SPACES, PLAYGROUND AND RELATED RECREATIONAL FACILITIES, MAINTENANCE FACILITIES, COURT GATES, POOL, PICKLE BALL COURT, COMMON PARKING AREAS, TRAILS AND WALKWAYS, DETENTION FACILITIES, PICNIC SHELTERS AND PICNIC FACILITIES, GAZEBOS AND WATER FEATURES, PRIVATE STREET CROSSING AND RELATED BRIDGE, AND OTHER USES INCIDENTAL THERETO.

- 2. MAXIMUM NUMBER OF LOTS: 160
- 3. MINIMUM LOT WIDTH: 50 FT

EXCEPT FOR CUL-DE-SAC LOTS WHICH WILL HAVE LOT FRONTAGE OF THIRTY (30) FT. THE MINIMUM LOT FRONTAGE ON CUL-DE-SAC LOTS MAY BE REDUCED PROVIDED DRAWINGS ARE SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW FOR EACH SUCH PARCEL THAT SHOW THE DRIVEWAY WIDTH, MAILBOXES, CURB RETURNS, SIDEWALK (IF APPLICABLE), AND WATER METER LOCATION. WATER METERS WILL BE LOCATED IN AN UNPAVED AREA.

- 4. MINIMUM LOT AREA: 5200 FT
- 5. MAXIMUM BUILDING HEIGHT:
 - a. RESIDENTIAL STRUCTURES: 35 FT
 - b. NON-RESIDENTIAL STRUCTURES ON RES LOTS: 15 FT
 - c. NON-RESIDENTIAL STRUCTURES IN RESERVES: 25 FT
 - d. CLUBHOUSE: 35 FT
- 6. MINIMUM SIZE OF DWELLING UNIT: 1600 FT
- 7. MINIMUM YARD REQUIREMENTS:
 - a. EXTERNAL BOUNDARIES:
 - FROM ROW LINE ABUTTING E. KENOSHA ST. 30 FT
 - FROM ROW LINE ABUTTING MIDWAY RD. 30 FT
 - FROM THE SOUTH PROPERTY LINE 20 FT
 - FROM THE EAST PROPERTY LINE 20 FT
 - b. INTERNAL BOUNDARIES:
 - FRONT YARD SETBACKS:
 - FROM LOTS NOT REQUIRING SIDEWALK 20 FT*
 - FROM LOTS REQUIRING SIDEWALK 25 FT*
 - HABITABLE OR PORCH PORTION OF STRUCTURE 15 FT*

FRONT YARD SETBACKS ON CORNER LOTS SHALL BE A MINIMUM OF FIFTEEN (15) FEET ON NO SIDEWALK SIDE AND 17.5 ON THE SIDEWALK SIDE OF THE STREET PROVIDING THE GARAGE DOES NOT FRONT UPON THE STREET.

*SUCH TWENTY-FIVE (25) FOOT AND TWENTY (20) FOOT FRONT YARD SETBACK MAY BE REDUCED TO FIFTEEN (15) FEET FOR A GARAGE PROVIDED THE GARAGE DOORS ARE LOCATED AT 90 DEGREES FROM THE STREET LINE AND THE GARAGE IS SIDE LOADED.

*A FIFTEEN (15) FOOT SETBACK SHALL BE ALLOWED FOR THE HABITABLE PORTION OF THE STRUCTURE PROVIDED THAT ANY FRONT-FACING GARAGE IS SETBACK AT LEAST TWENTY (20) FEET ON LOTS NOT REQUIRE TO HAVE A SIDEWALK AND TWENTY-FIVE (25) FEET ON LOTS REQUIRED TO HAVE SIDEWALK.

SIDE YARD SETBACKS: 1/9' **

** SIDE YARD SETBACKS SHALL BE A MINIMUM OF ONE (1) FOOT ON ONE LOT LINE AND NINE (9) FOOT ON THE OTHER LOT LINE ENSURING THERE WILL BE A MINIMUM OF TEN (10) FEET BETWEEN BUILDINGS. THE SIDE YARD SETBACK WILL BE DESIGNATED ON THE FINAL PLAT.

REAR YARD SETBACKS: 20 FT ***

*** EXCEPT FOR LOTS THAT BACK UP TO OPEN SPACE RESERVE AREAS, THE MINIMUM REAR YARD CAN BE REDUCED TO TEN (10) FEET PROVIDED DRAWINGS ARE SUBMITTED AND SEALED BY A LICENSED ENGINEER AND ACCEPTABLE TO THE CITY OF BROKEN ARROW THAT DEMONSTRATES THAT THE PROPOSED IMPROVEMENTS WILL NOT CAUSE ANY SUBSTANTIAL STRUCTURAL OR MAINTENANCE ISSUE FOR FUTURE HOUSES OR WALLS. THE REAR SETBACK CANNOT BE REDUCED PAST THE DESIGNATED U/E WIDTH SHOWN. A SIGNED AND SEALED DETAILED GRADING PLAN AND STRUCTURAL SLAB DETAIL WILL NEED TO BE SUBMITTED FOR ANY LOT WISHING TO REDUCE THE REAR SETBACK LIMIT.

DETACHED ACCESSORY BUILDINGS SHALL COMPLY WITH THE MINIMUM YARD REQUIREMENTS FOR PRINCIPAL STRUCTURES. THIS DOES NOT INCLUDE GAZEBOS AND ARBORS 200 SQUARE FEET OR LESS, FIRE PITS, WATER FEATURES, OUTDOOR KITCHENS, OR FIRE PLACES.

8. PRIVATE STREETS:
MINIMUM WIDTH: 30 FT OF RESERVE WITH 26 FT OF PAVING

9. ENTRY GATES:
ENTRY GATES SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS.

10. SIGNS:
ENTRY IDENTIFICATION SIGNS SHALL BE PERMITTED WITH A MAXIMUM DISPLAY SURFACE AREA OF 48 SQUARE FEET OF DISPLAY SURFACE AREA ON EACH SIDE OF EACH ENTRANCE FROM OLIVE AVENUE. THE TOTAL ENTRY IDENTIFICATION SIGNAGE AT EACH SUCH ENTRY WILL NOT EXCEED 96 SQUARE FEET OF DISPLAY SURFACE AREA.

D. ACCESS AND CIRCULATION:
ENTRY INTO ANTLER FALLS WILL BE VIA TWO GATED ENTRY WAYS, ONE ALONG E. HOUSTON ST. AND THE OTHER ALONG MIDWAY RD. INTERNAL ACCESS WILL BE VIA PRIVATE STREETS WITHIN A RESERVE. SIDEWALKS WILL BE DESIGNED ON ONE SIDE OF THE INTERNAL STREETS. IN ADDITION, PUBLIC SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW REGULATIONS ALONG MIDWAY RD. AND E. HOUSTON ST.

E20
Provide documentation from the school district identifying if there will be an internal bus route or only a bus stop at the entrances. (Sub Regs)

CONDITIONAL FINAL PLAT

ANTLER FALLS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

E. LANDSCAPING AND SCREENING PLAN:

LANDSCAPING AND OPEN SPACE WILL BE PROVIDED PER THE REQUIREMENTS OF THE CITY OF BROKEN ARROW ZONING CODE. AS THIS DEVELOPMENT WOULD BE CLASSIFIED AS "NONRESIDENTIAL", SCREENING WILL BE INSTALLED AND MAINTAINED WHERE NECESSARY TO COMPLY WITH THE CITY OF BROKEN ARROW ZONING CODE. THE PROJECT WILL BE EXTENSIVELY LANDSCAPED, ENSURING COHESION THROUGHOUT THE SITE. NO FENCING IS REQUIRED WHERE OPEN SPACE ACTS AS A BUFFER TO ADJACENT PROPERTIES. TO THIS FACT, A 6' ORNAMENTAL FENCING WILL BE PROVIDED ALONG THE SOUTHEAST CORNER OF HOUSTON ST. AND MIDWAY WHERE THE RESERVE AREA ABUTS THE PUBLIC STREETS. THIS WILL ADDITIONALLY INCLUDE A PORTION OF THE PROPERTY ALONG THE SOUTHWEST PORTION OF THE SUBJECT PROPERTY WHERE THE RESERVE ABUTS THE STREET. FOR PERIMETER LOCATIONS ABUTTING PUBLIC FRONTAGE, EXCLUSIVE OF THE RESERVE AREAS, A 6' HIGH BRICK WALL WILL BE PROVIDED. LASTLY, ALONG THE SOUTH AND EAST PROPERTY LINES A 6' HIGH BRICK OR SYNTHETIC WOOD FENCE WILL PROVIDE SCREENING TO THE ADJACENT PROPERTIES.

F. SITE PLAN REVIEW

ONE BUILDING PERMIT IS ALLOWED PRIOR TO RECORDING FINAL PLAT USING DEVELOPMENT PARCEL AS LOT. AFTER THE FIRST BUILDING PERMIT IS ISSUED, NO BUILDING PERMIT WILL BE ISSUED UNTIL A SUBDIVISION PLAT, WHICH WILL SERVE AS THE SITE PLAN, IS APPROVED AND FILED OF RECORD WITH THE TULSA COUNTY CLERK. NEITHER THE REZONING NOR THE PUD WILL BE FINALIZED UNTIL THE PLAT IS FILED OF RECORD WITH THE WAGONER COUNTY CLERK.

SECTION III. SIDEWALKS

WITHIN THE SUBDIVISION, THERE SHALL BE CONTINUOUS SIDEWALKS MEETING THE SUBDIVISION REGULATIONS FOR THE CITY OF BROKEN ARROW OR MODIFICATION THEREOF APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR AND THE BROKEN ARROW CITY COUNCIL.

A. SIDEWALK ALONG MIDWAY ROAD, E. HOUSTON ST., AND RESERVE AREAS

THE OWNER SHALL CONSTRUCT THE SIDEWALK ALONG THE ENTIRE MIDWAY ROAD FRONTAGE AND ALL RESERVE AREA FRONTAGES ONTO STREETS WITHIN THE SUBDIVISION. A BLANKET SIDEWALK EASEMENT IS GRANTED BY THE OWNER OF ALL RESERVE AREAS FOR SIDEWALK PLACEMENT AND PEDESTRIAN MOVEMENT ACROSS RESERVES IN WHICH A SIDEWALK IS PLACED.

B. MAINTENANCE OF SIDEWALKS IN RESERVE AREAS, SIDEWALK EASEMENTS AND PRIVATE LOTS

THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL SIDEWALKS WITHIN RESERVES, SIDEWALK EASEMENTS AND SIDEWALKS PARALLEL TO THE ADJACENT STREET ON ALL INDIVIDUAL LOTS IN GOOD CONDITION.

C. SIDEWALKS ALONG STREETS WITHIN ANTLER FALLS

SIDEWALKS SHALL BE PLACED ON ONE SIDE OF THE STREET AS PER SECTION II OF THE PLANNED UNIT DEVELOPMENT STANDARDS.

SECTION IV. FENCE AND LANDSCAPE EASEMENT

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE SOUTHERN, NORTHERN, WESTERN AND EASTERN BOUNDARY OF THE SUBDIVISION AND WITHIN OTHER AREAS DESIGNATED WITHIN OTHER AREAS OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "F/E".

SECTION V. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN ANTLER FALLS (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREA OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, THE LANDSCAPING, STORM WATER DETENTION FACILITIES, FENCING, ENTRY FEATURES, CLUB HOUSE AMENITIES AND PRIVATE STREETS AS MAY EXIST WITHIN RESERVES 'A'- 'I' ALONG WITH THE SIDEWALK AND LANDSCAPING WITHIN THE FENCE & LANDSCAPE EASEMENTS AND PRIVATE STORM SEWERS WITHIN THE SUBDIVISION AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ANTLER FALLS.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, SIDEWALKS, STORMWATER DETENTION FACILITIES, PRIVATE STREETS AND PRIVATE STORM SEWERS OF THE SUBDIVISION.

SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS

THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE LOTS IN THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE APPLICABLE TO ALL LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE OWNER OF A LOT AND BY THE HOMEOWNERS' ASSOCIATION.

A. ARCHITECTURAL COMMITTEE

1. **PLAN REVIEW.** NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE

ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING, AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSED OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OF THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30th DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2. **COMMITTEE PURPOSE.** THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE PROPOSED COLOR SCHEME, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. **TRANSFER OF DUTIES.** THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUCTION. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVE AREAS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE OF LOTS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. **USE.**

THE USE OF THE LOTS SHALL BE LIMITED TO DETACH SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2. **ORIENTATION OF DWELLINGS.**

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3. **GARAGES.**

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF 2 PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GARAGE DOORS SHALL BE CONSTRUCTED OF WOOD OR HAVE WOOD VENEER FINISH, AND GLASS IN GARAGE DOORS IS PROHIBITED.

4. **FOUNDATIONS.**

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

5. **EXTERIOR WALLS.**

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL ALUMINUM VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH 6.

6. **WINDOWS.**

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

7. **ROOF PITCH**

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6 1/4 %.

8. **ROOFING MATERIALS.**

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED "WEATHERED WOOD" SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLE AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO

MECHANICAL EQUIPMENT, AIR CONDITIONING AND SOLAR EQUIPMENT, IS PROHIBITED.

9. **CHIMNEYS.**

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

10. **DRIVEWAYS.**

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

11. **FENCING.**

FENCING ALONG ARTERIAL STREETS SHALL BE THE PROPERTY OF THE HOMEOWNERS' ASSOCIATION.

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF ORNAMENTAL METAL OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVE AREAS, PONDS, AND GREEN BELTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR DETERMINATION AND SHALL NOT BE INSTALLED PRIOR TO APPROVAL OF THE ARCHITECTURAL COMMITTEE.

12. **LANDSCAPING OF LOTS; IRRIGATION SYSTEMS.**

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

13. **ON-SITE CONSTRUCTION.**

NO DWELLING OR BUILDING BUILD OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

14. **OUTBUILDINGS.**

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

15. **SWIMMING POOLS.**

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

16. **ANTENNAS.**

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AN IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

17. **LOT MAINTENANCE.**

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

18. **RECREATIONAL VEHICLES AND EQUIPMENT.**

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

19. **TRAILERS, MACHINERY AND EQUIPMENT COMMERCIAL VEHICLES.**

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNATE (MAXIMUM 1/4 TON).

20. **ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES.**

NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

21. **BASKETBALL GOALS.**

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

22. **ON-STREET PARKING PROHIBITED.**

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

23. **CLOTHESLINES AND GARBAGE RECEPTACLES.**

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

24. **MAILBOXES.**

MAILBOXES SHALL BE SHARED BETWEEN TWO INDIVIDUAL LOTS. SHARED MAILBOXES SHALL BE PROVIDED BY THE PROPERTY OWNER AT LOCATIONS APPROVED BY THE UNITED STATES POSTAL SERVICE (USPS) AND SHALL BE LOCATED AT A SHARED PROPERTY LINE.

25. **ANIMALS.**

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAYBE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSED. EXCEPT

WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00PM AND 7:00AM.

26. **NOXIOUS ACTIVITY.**

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THERON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

27. **SIGNAGE.**

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ON SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

28. **MATERIALS AND STORAGE.**

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

29. **MAINTENANCE ACCESS TO INDIVIDUAL LOTS.**

EACH INDIVIDUAL LOT OWNER SHALL GRANT A MAINTENANCE ACCESS ON THE NINE FOOT BUILDING LINE SIDE OF THEIR LOT FOR THE PURPOSES OF ROUTINE MAINTENANCE AND REPAIRS TO THE NEIGHBOR AS ACCESS TO THEIR HOME. THE NEIGHBORING LOT OWNER SHALL PROVIDE FORTY- EIGHT (48) HOUR WRITTEN NOTICE TO THE ADJACENT OWNER PRIOR TO ANY MAINTENANCE ACTIVITIES.

30. **PRIVATE WALL EASEMENT.**

EACH INDIVIDUAL LOT OWNER SHALL GRANT A WALL EASEMENT ACROSS THE 1' BUILDING SETBACK FOR THE PURPOSE OF CONNECTING A FENCE OR MASONRY WALL TO THE HOUSE PROVIDING A FULLY ENCLOSED YARD.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 2. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INSURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AND SHALL INSURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION V. HOMEOWNERS' ASSOCIATION AND SECTION VI. PRIVATE RESTRICTIONS AND COVENANTS SHALL INSURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS III, IV, V, OR VI, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III, IV, V, OR VI AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREET, EASEMENTS AND UTILITIES 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 CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. SIDEWALKS, SECTION IV. FENCE AND LANDSCAPE EASEMENT, SECTION IV. HOMEOWNERS' ASSOCIATION OR SECTION V. PRIVATE RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CONDITIONAL FINAL PLAT
ANTLER FALLS
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS ____
DAY OF _____, 2024.

NORA J. GORDON REVOCABLE TRUST

BY: _____
NORA GORDON, OWNER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

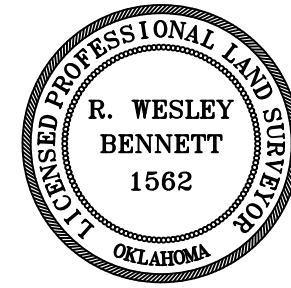
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF
_____, 2024, BY NORA GORDON AS OWNER OF ANTLER FALLS.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER IS: _____

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ANTLER FALLS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATIVE OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.



R. WESLEY BENNETT, PLS
OK PLS 1562

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

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