

# City of Broken Arrow Meeting Agenda Planning Commission

Robert Goranson Chairman Jason Coan Vice Chairman Jaylee Klempa Commissioner Jonathan Townsend Commissioner Mindy Payne Commissioner

Thursday, April 10, 2025

5:30 PM

City of Broken Arrow Council Chambers 220 South 1st Street Broken Arrow, OK 74012

- 1. Call To Order
- 2. Roll Call
- 3. Old Business
- 4. Consideration of Consent Agenda

A. 25-479 Approval of Planning Commission meeting minutes of March

27, 2025

**Attachments:** 03-27-2025 Meeting Minutes

**B.** 25-311 Approval of PT-002021-2025|PR-000332-2023,

Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)

**Attachments:** 2-Conditional Final Plat and Covenants

3-Checklist

C. 25-489 Approval of PT-001923-2024 | PR-000171-2023,

Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225th East Avenue), south of

Kenosha Street (71st Street)

**Attachments:** 2- Checklist

3-Conditional Final Plat and Covenants
4-Preliminary Plat PT-000837-2023

**D.** <u>25-490</u> Approval of PR-000741-2025|PT-002068-2025,

Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential), located one-quarter mile north of Washington

Street (91st Street), one-eighth mile west of 23rd Street (193rd E.

Avenue/County Line Road)

**Attachments:** 2- Checklist

3- Conditional Final Plat and Covenants

- 5. Consideration of Items Removed from Consent Agenda
- 6. Public Hearings
- 7. Appeals
- 8. General Commission Business
- A. 25-393 Consideration, discussion and possible approval of a variance

to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park,

approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west

of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

Attachments: 2- Land Subdivision Code Section 5.1

3- Exhibit

4- Timber Ridge Business Park Plat

- 9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)
- 10. Adjournment

#### **NOTICE:**

- 1. ALL MATTERS UNDER "CONSENT" ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.
- 2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.
- 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.
- 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.

A paper copy of this agenda is available upon request.					
POSTED this	day of	,	at	_ a.m./p.m.	
City Clerk					

3



# City of Broken Arrow

#### **Request for Action**

File #: 25-479, Version: 1

# Broken Arrow Planning Commission 04-10-2025

To: Chairman and Commission Members From: Community Development Department

Title:

Approval of Planning Commission meeting minutes of March 27, 2025

**Background:** Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** 03 27 2025 Planning Commission Minutes

**Recommendation:** Approve minutes of Planning Commission meeting held March 27, 2025.

Reviewed By: Amanda Yamaguchi

**Approved By:** Rocky Henkel



#### City of Broken Arrow

#### **Minutes**

City of Broken Arrow 220 South 1st Street Broken Arrow, OK 74012

#### **Planning Commission**

Robert Goranson Chairman Jason Coan Vice Chairman Jaylee Klempa Commissioner Jonathan Townsend Commissioner Mindy Payne Commissioner

Thursday, March 27, 2025

5:30 p.m.

**Council Chambers** 

#### 1. Call to Order

Chairman Robert Goranson called the meeting to order at approximately 5:31 p.m.

#### 2. Roll Call

**Present: 4 -** Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

**Absent:** 1 - Jaylee Klempa

- 3. Old Business None
- 4. Consideration of Consent Agenda

A.	25-407	Approval of Planning Commission meeting minutes of March 13, 2025
В.	25-402	Approval of PT-002053-2025 PR-000089-2022, Preliminary Plat, The Enclave at
		Southern Hills, approximately 20.13 acres, 3 Lots, located south of New Orleans Street
		(101st Street) and east of Olive Avenue (129 Avenue)
C.	25-397	Approval of PT-002050-2025 PR-000784-2024, Conditional Final Plat for Hackberry
		Market, 30.54 acres, 6 lots, CN (Commercial Neighborhood), CG (Commercial General),
		RD (Residential Duplex), and R-2 (Single Family Residential) to CH (Commercial Heavy)
		and PUD-001818-2024 via BAZ-001817-2024, northeast corner of Tucson Street (121st
		Street) and Aspen Avenue (145th E. Avenue)
D.	25-395	Approval of LOT-001770-2024 (Lot Split), Villas at Battle Creek, Lot Split, 11.45 acres,
		1 lot to 2 lots, CG (Commercial General)/PUD (Planned Unit Development) 94, one-
		quarter mile south of Omaha Street (51st Street), east of Aspen Avenue (145th E. Avenue)
<b>E.</b>	25-403	Approval of LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall
		& Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen
		Avenue (145th Avenue), and one-quarter mile south of Omaha Steet (51st Street)
F.	25-398	Approval of LOT-002055-2025 (Lot Consolidation), Villas at Battle Creek, 1 Proposed
		Lot, 12.93 acres, located south and east of the southeast corner of Omaha Street (51st
		Street) and Aspen Avenue (145th E. Avenue)

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend

Move to approve Consent Agenda minus Item E. 25-403

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

#### 5. Consideration of Items Removed from Consent Agenda

# E. 25-403 Approval of LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Steet (51st Street)

Joel Hensley, Senior Planner, presented Item 25-403, Lot 2054-2025 involves consolidating two parcels—Parcel A, Lot 1, Block 1 of Outlet Mall, and Parcel B, Unplotted—into one lot of approximately 28.36 acres located east of Aspen Avenue and a quarter mile south of Omaha Street. The zoning is CG with no minimum lot area and a 200-foot frontage requirement, which the proposed lot meets. The property is outside the 100-year floodplain, according to FEMA maps, and city water and sewer services are available. No objections were raised by Public Service Company of Oklahoma, Windstream, or Cox Communications during the Technical Advisory Committee meeting on March 18, 2025. Staff recommends approval of the lot consolidation, contingent on submitting a new warranty deed for stamping before recording in Tulsa County.

The property, owned by Battle Creek Church, was initially intended for an Outlet Mall, as reflected by the plat name. Unless replatted, it will retain the Outlet Mall name despite its current use as a church. The plat was filed in 1984, which reflects its initial commercial purpose before being repurposed by the church.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan

Move to approve Item 25-403 LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Steet (51st Street)

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

#### 6. Public Hearings

A. 25-394 Public hearing, consideration, and possible action regarding PUD-002031-2025, minor amendment to PUD-94V, Maverik 5396, 2.3 acres, Commercial Heavy (CH) and PUD-94V, located approximately one-half mile north of West Albany Street (East 61st Street) and east of Aspen Avenue (South 145th Avenue).

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-394 PUD 2031-2025 is a minor amendment to PUD 94V, concerning Lot 1, Block 1 of the Kum & Go store No. 3866, located about half a mile west of Albany Street and east of Aspen Avenue. The amendment aims to modify signage requirements set by PUD 94V, approved by City Council on November 11, 2020, which limited sign height to 25 feet. The applicant seeks to revert the PUD language to align with current zoning code, allowing a 50-foot sign due to frontage along the Broken Arrow Expressway.

Further discussion centered on why Maverick, rebranding from Kum & Go, is requesting a modification to PUD 94V to allow a 50-foot sign instead of the previously approved 25-foot limit. The original restriction, approved by City Council on November 11, 2020, was based on Come and Go's marketing preference. Maverick wants a taller sign for better visibility from the Broken Arrow Expressway rather than arterial streets. The request aligns with current zoning code standards, allowing 50-foot signs along highways. The nearby apartments are approximately 300-400 feet away, so lighting is unlikely to be an issue. There was no public opposition or applicant present during the discussion.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne

Move to Approve Item 25-394 PUD-002031-2025, minor amendment to PUD-94V, Maverik 5396, 2.3 acres, Commercial Heavy (CH) and PUD-94V, located approximately one-half mile north of West Albany Street (East 61st Street) and east of Aspen Avenue (South 145th Avenue).

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

- 7. Appeals NONE
- 8. General Commission Business
- A. 25-416 Consideration, discussion, and possible approval of building elevations for SITE-001722-2024, National Grocer, 2.6 acres, CH (Commercial Heavy)/SP (Specific Use Permit) 233, located one-quarter mile north of Kenosha Street, one-third mile east of 9th Street (177th E. Avenue/Lynn Lane Road.24-1288Consideration, Discussion, and Possible Approval of 2025 Planning Commission Meeting Schedule

Mackenzie Hackett, Staff Planner, presented Item 25-416 Site-001722-2024, which involves a proposed National Grocer on 2.6 acres, zoned commercial heavy with Specific Use Permit 233, located north of Kenosha Street and east of 9th Street. The site plan was approved on November 12th, 2024, after being submitted on August 23rd, 2024. On March 21st, 2025, the applicant requested a facade variance to use EFIS as the primary building material, with stone and metal accents, contrary to Section 5.8.G.1 of the zoning ordinance that restricts EFIS from being the primary facade material. Staff recommends approval of the updated elevations submitted on March 21st, 2025.

The staff did not suggest any changes to the proposed design. During the site plan review, there were some modifications made through discussions between staff and the applicant, resulting in the current submission. Commissioners generally agreed that the building looks good, with no concerns about the use of corrugated material or other aspects of the design.

MOTION: A motion was made by Mindy Payne, seconded by Jonatan Townsend Move to approve Item 25-416 building elevations for SITE-001722-2024, National

Grocer, 2.6 acres, CH (Commercial Heavy)/SP (Specific Use Permit) 233, located one-quarter mile north of Kenosha Street, one-third mile east of 9th Street (177th E. Avenue/Lynn Lane Road.24-1288Consideration, Discussion, and Possible Approval of 2025 Planning Commission Meeting Schedule

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

#### 9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Joel Hensley, Senior Planner, announced that this was his last planning commission meeting, as he is moving back to Missouri to be closer to his family and old friends. He mentioned his mother was present at the meeting and shared that he will be relocating to St. Louis, specifically Clayton, Missouri.

#### 10. Adjournment

The meeting adjourned at 5:44 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Mindy Payne **Move to adjourn** 

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson



#### City of Broken Arrow

#### **Request for Action**

File #: 25-311, Version: 1

# Broken Arrow Planning Commission 04-10-2025

To: Chairman and Commission Members From: Community Development Department

Title:

Approval of PT-002021-2025|PR-000332-2023, Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen

Avenue (145th East Avenue)

**Background:** 

**Applicant:** Kyle Lao, Langan Engineering & Michael Doggett, Animas Civil Engineering LLC

Owner: Ben Paige, Peak Development

Developer: N/A

**Engineer:** Michael Doggett, Animas Civil Engineering LLC

Location: Approximately one-third mile south of Florence Street (111th Street), and west of Aspen

Avenue (145th East Avenue)

Size of Tract 14.16 acres

Number of Lots: 6

**Zoning:** CH (Commercial Heavy)

**Comp Plan:** Level 6 - Regional Employment/Commercial

PT-002021-2025, the conditional final plat for Peak at Broken Arrow Addition which proposes to have 6 lots on 14.16 acres. This property, which is located approximately one-third south of Florence Street and west of Aspen Avenue, is zoned CH and is currently in the process of being developed.

Commercial lots are proposed to encompass the majority of the proposed plat, and these lots will meet the minimum standards of the CH zoning district. Additionally, a reserve area is proposed where the flood plain and blue line steam is located. Primary access to this development will be provided on Aspen Avenue with additional connection planned to the west.

According to FEMA maps, the western section of the property is located in the 100-year floodplain and a blue line stream is also present. Water and sanitary sewer are available from the City of Broken Arrow. This preliminary plat was reviewed by the Technical Advisory Committee on January 14, 2025.

**Attachments:** Conditional Final Plat and Checklist

#### File #: 25-311, Version: 1

#### **Recommendation:**

Staff recommends PT-002021-2025|PR-000332-2023, Conditional Final Plat for Peak Broken Arrow Addition, be approved subject to the attached comments.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

#### Curve Table Peak Broken Arrow Addition Curve # | Length | Radius | Delta | Chord Direction | Chord Length 321.31 | 229.50 | 80.22 | N38° 38' 53"E | 295.70

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

E:2613798.732

BM#502 EL=669.88'

N 78°45'41" E

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD# 121624-73

Engineer: Animas Civil Engineering Oklahoma CA# 9445, Exp. 06/30/2026 1610 Mapleleaf Dr. Wylie, TX 75098 Phone (214) 803-1099 Email: michael@animascivil.com

----17.5' U/E

166.32' (LNA)

1234

N 88°32'23" E

266.82'

1234

- *25.00*'

\_N 82°52'35" E

\_\_S\_<del>88\*32\*23</del>"¬W\_\_<sup>\_11\*\_U</sup>E|\_\_\_\_

N *82\*52'35" E* 

15.0' ONG ESMT

BK: 4378, PG 581

*239.45* '

17.5, U/E | | | ----- Nortalk Drive 20...

\_N 1°27'37" W

N 88'32'23" E

165.89'

OWNER: OKLAHOMA

TURNPIKE AUTHORITY

CREEK TURNPIKE

REPORT OF COMMISSIONERS

BK 6305 PG 1920-1922

Surveyor: Bearing Tree Land Surveying Oklahoma CA# 4568, Expires 06/30/26 7100 N. Broadway Extension Oklahoma City, Oklahoma 73116 Phone (405) 605-1081

> N 46°21'44" W \_35.32' (LNA)

> > \_N 1°18'33" W

- POINT OF BEGINNING

S 88°34'50" W

17.29' (LNA)

\_N 5°47'20" E

E:2614658.430

\_N 5°47'20" E

Creek Turnpike Access Granted

(Reference to meeting minutes provided by Turnpike Authority

approving approximately forty

South Aspen Ave. Item 1152,

Page 10, Dec 12, 2023)

(40) feet of access rights for

EL=684.19'

CREEK TURNPIKE R.O.W. (VARIES)

BK 6305 PG 1920-1922

Point of Commencing

Southeast Quarter (SE/4) Section 33-T18N-R14E

Southeast Corner (SE/C) of the

Northeast Corner (NE/C) of the

ASPEN ROW DEDICATION

City of Broken Arrow

0.028 AC M.O.L.

1201 S.F.

Southeast Quarter (SE/4)
Section 33–T18N–R14E

#### Benchmark Table 735 Northing Easting Elevation 1/2" Iron Pin w/ Alum cap 500 369622.6750 2614128.1520 675.9700 1/2" Iron Pin w/ Alum cap 501 369431.0370 2614658.4300 684.1900 502 | 1/2" Iron Pin w/ "GREENHEAD" cap | 368895.9630 2613798.7320 669.8800 DATUM: NAVD 88 Backflow Preventer Table Block 1 BFP Required Lot No. Approx. FF SS Rim Elev. 682.00 678.87 No 2 681.00 678.87 No 684.00 680.53 3 No 4 681.00 680.53 No 5 677.00 675.39 No N/A N/A N/A If the actual finish floor elevation is lower than one (1) foot above the N:369622.675 E:2614128.152 rim elevation of the upstream manhole, it shall be the builders responsibility to install a backflow preventer valve near the building BM#500 according to Broken Arrow ordinanace No. 1777, Section 24-100 EL=675.97' S 88'36'00" W —10.00° Subdivision Area N 50°10'12" W Lot Area Acres *55736* 1.28 46010 1.06 59631 *1.37* 117214 2.69 101433 2.33 1234 47052 1.08 12.80° R.O.W. Dedicated to 99471 269.26 S 88°32'23" W 526546 | 12.09 Subdivision Gross 427076 9.80 Subdivision Net LEGEND: • - 1/2" IRON PIN S 1°27'37" E · - CALCULATED POINT 1234 G - NATURAL GAS PIPELINE MARKER SEWER MANHOLE Reserve 1234 Area $\Theta$ – FIRE HYDRANT ₩ - WATER VALVE U/E - UTILITY EASEMENT A/E - ACCESS EASEMENT FEMA Panel # 40143C0452M STAT. - STATUTORY \_\_\_17.5'\_U/E\_\_. B/L — BUILD LINE N 88°49'30" W 1234 – ADDRESS PLACE HOLDER LNA - LIMITS OF NO ACCESS S 1°16'42" E\_ ----- - A/E - ACCESS EASEMENT \_N 78**°**45'41" E ---- U/E - UTILITY EASEMENT \_\_\_\_\_293.80° 15' Private Storm Sewer Easement RESERVE AREA

C2 | 219.11 | 156.50 | 80.22 | N38° 38' 53"E | 201.64

C5 | 223.25 | 310.00 | 41.26 | S19° 10' 16"W | 218.46

ULTIMATE R.O.W. AREA

S 88°49'30"

263.77 | 310.00 | 48.75 | S64° 12' 19"W | 255.88

280.97 | 390.00 | 41.28 | S19° 10′ 43″W | 274.93

No.	Owner	No.	Owner
1	SIEGFRIED COMPANIES INC.	12	GREYOAKS SUBDIVISION PLAT NO. 5205
2	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	13	CORP PRESIDING BISHOP CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
3	OKLAHOMA TURNPIKE AUTHORITY	14	ENAULT, MICHAEL
4	NORTH AMERICAN ISLAMIC TRUST INC.	15	DUPREE, JOSHUA A. & LINDSEY N.
5	BRYCE, PHILIP A & MARY ELIZABETH TEES	16	PAYNE, MARK S. & ADRIENNE & DIXIE
6	CAUSEY, JOHN B. & JAMES R.	17	ANDERSON, ZANE & MICHELLE
7	TROTTER, SHARLEY A. AND ANNA L. MCDONALD	18	SCHABERG, RANDY W. & DEBORA C.
8	CAUSEY, JOHN B. & JAMES R.	19	REV TRUST ETAL C/O CLYDE W BARTON MD
9	RENOVATED REALTY LLC AIMEE MARIE & LYNDSEY	20	ZEITER, GLENN M.
10	LANAE GUDIS  JEP & KNP	21	FRAZIER, PHIL AND SHARON
11	Lic"	22	INGLES, DAVID MINISTRIES INC.
No.	Owner		
23	LOWRY LIVING TRUST		
24	HF LAND & CATTLE LLC	No.	Owner BRYCE, PHILIP A. REV
	ROSSER, STEVE E. &	34	TRUST
25	VICKIE L.	35	PALIOTTA FAMILY TRUST
26	PATRICK J. & JULIE A.	36	S&R DEVELOPMENT LLC
27	POPE, PHYLLIS JUNE TRUST	37	TRAILS ASPEN LLC
28	FJH FAMILY TRUST	38	HAUSAM, JOHN REV TRUST & BURNSTEIN FAMILY INV
29	FINCHER, GARY WILLIAM AND MONICA M.	39	CO LLC INGLES, DAVID AND
30	MYERS, JARED WALTER & GINGER ELISE	40	SHARON SOUTH 40 GOLF
31	TRUSTEES ANDERSON TRUST	H	PROPERTY LLC ASPEN CREEK TOWNE
32	RJB HOLDINGS LLC	41	CENTRE I, BLK 1 FORGOTTEN
33	NEW LIFE CENTER	42	FORGULIEN FARM, LLC.

#### LEGAL DESCRIPTION:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty—Three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty—three (33);

Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of

Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;

Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W

Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32

Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32

Thence continuing along said Southerly Right—of—Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord

bearing of S 64°12'19" W, and a chord length of 255.88 feet; Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty—three

Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4

SE/4) of said Section Thirty—three (33), S 88°36'00" W a distance of 48.45 feet; Thence S 51°56'46" W a distance of 337.17 feet;

Thence S 16°07'11" W a distance of 528.32 feet;

Thence S 78°45'41" W a distance of 178.59 feet; Thence N 88\*49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);

Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority; Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;

Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet; Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet; Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

# SUBDIVISION STATISTICS:

Subdivision contains six (6) lots in one (1) block.

Subdivision contains 14.16 total acres (616,675 sq ft.)

# MONUMENTATION:

1/2" Iron Pins to be set at all lot corners unless otherwise noted.

# BASIS OF BEARING:

The Oklahoma North — State Plane Coordinate, Zone NAD 83 (2011) was used as the Basis of Bearing for

Vertical Datum: NAVD 88

# FLOOD HAZARD INFO:

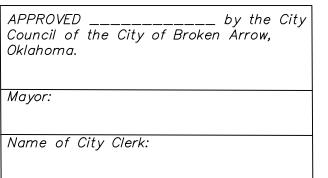
ZONING:

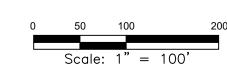
Firm panel # 40143C0452M Effective date: 9/12/2024 Subject property is located in ZONE X (Unshaded)

Subject property is zoned; CH (Commercial Heavy)

ADDRESS DISCLAIMER:

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





Prepared for: Peak Developmen't Partners Page 1 of 2 Date Prepared: March 28, 2024

COBA PROJ. NO. PR-000332-2023

# Peak Broken Arrow Addition

#### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

#### KNOW ALL MEN BY THESE PRESENTS:

THAT <u>Peak Broken Arrow Addition</u> AND <u>Peak Development Partners</u>, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

#### <u>Legal Description:</u>

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty—Three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33); Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet; Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning; Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet; Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet; Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet; Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet; Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty—three (33); Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet; Thence S 51°56'46" W a distance of 337.17 feet; Thence S 16°07'11" W a distance of 528.32 feet; Thence S 78°45'41" W a distance of 178.59 feet; Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty—three (33); Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority; Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet; Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet; Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet; Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat. which is hereby adopted as the plat of the above land. under the name of 'PEAK BROKEN ARROW ADDITION'. an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

# SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights—of—way as depicted on the accompanying plat. Adaitionally, the Owner does hereby dedicate to the public the utility easements designated as "U.E." or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, 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 relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompany plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

# 2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the 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 the easement ways dedicated for the general utility services and in the rights—of—ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement—ways.

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

c. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times hove right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it.

d. The owner of shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.

e. The foregoing covenants set forth in this paragraph "2" shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

#### 3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.

b. Within the utility easements 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 main, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be

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

d. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.

#### e. All private storm sewer is the responsibility of the lot owner.

f. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

#### 4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the PEAK BROKEN ARROW ADDITION shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

#### 5. LAND USE

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning

#### 6. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

# 7. LOT SURFACE DRAINAGE

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 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 lot.

# 8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in II applicable City of Broken Arrow ordinances and regulations.

# 9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow.

# 10. MUTUAL ACCESS EASEMENTS

Mutual access easements ore required to be provided by all plotted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, and shall be appurtenant to each affected lot owner, provided governmental agencies and the suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the "Property".

# 11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

# SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any iteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority.

#### SECTION III. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the Peak Development Partners.

2. Peak Development Partners, reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Peak Development Partners and filed in the office of the Tulsa County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any port thereof that's set forth herein which shall remain in full force and effect.

In witness whereof		_has executed this
instrument on thisda	y of,	2025.
	Peak Development Partners	,
	By: Partner	
STATE OF OKLAHOMA )		
STATE OF OKLAHOMA ) )SS COUNTY OF TULSA )		
This instrument was acknowledg	ged before me on this	_ day of 2025,
A	byfor Broken	Arrow Development Authority
7	Notary Public	
1	My Commission expires:	

# CERTIFICATE OF SURVEY

I, (Jacob R. Carroll), A REGISTERED 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 "Peak Broken Arrow Addition", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION 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. EXECUTED THIS \_28th\_DAY OF \_MARCH\_. 2025.

Jacob R. Carroll	4
LICENSED LAND SURVEYOR	
OKLAHOMA NO. CA# 4568, Expires 06/30/26	i v
STATE OF OKLAHOMA )	
STATE OF OKLAHOMA )  SS  COUNTY OF OKLAHOMA )	

BEFORE ME,	THE UNDERSIGNED,	A NOTARY PUL	BLIC IN AND	FOR SAID	COUNTY	AND STATE	, ON
THIS	DAY OF		, 20	_, PERSON	ALLY APF	PEARED (Na	me),

TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC	_
MY COMMISSION EXPIRES: (SEAL)	

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	
C3	160.94	310.00	29.75	S54° 40' 31"W	159.14	
C1	321.31	229.50	80.22	N38° 38′ 53″E	295.70	
C4	280.97	390.00	41.28	S19° 10′ 43″W	274.93	
C2	219.11	156.50	80.22	N38° 38' 53"E	201.64	

Backflow Preventer Table

Block 1

If the actual finish floor elevation is lower than one (1) foot above the rim elevation of the upstream manhole, it shall be the builders

responsibility to install a backflow preventer valve near the building

according to Broken Arrow ordinanace No. 1777, Section 24-100

Acres

1.06

2.69

2.33

2.26

Approx. FF

682.00

681.00

684.00

681.00

677.00

N/A

Subdivision Area

Area

56937

46010

59631

117214

101433

98269

137052 | 3.15

616675 | 14.16

518406 | 11.90

 ⊕ — WATER METER
 Place the highlighted area in a reserve

U/E - UTILITY EASEME and access to the reserve for the floodplain.

covenants that covers the maintenance, use

FEMA Panel # 40143C0452M

N 8919'02" W

S 1'10'39" E

S 88°33'32" i

→ FIRE HYDRANT space and provide a section in the

Lot

R.O.W. Dedicated to

Subdivision Net

LEGEND:

⑤ − SEWER MANHOLE

· - CALCULATED POINT

A/E - ACCESS EASEMENT

1234 – ADDRESS PLACE HOLDER

LNA - LIMITS OF NO ACCESS

STAT. - STATUTORY

B/L — BUILD LINE

G - natural gas pipeline marker

• - 1/2" IRON PIN

Public Subdivision Gross Revise C3 to reflect the data for the boundary line. Another C# will need to be added to continue the curve past the boundary line for the proposed R/W. The lengths of 160.94+102.75 do not equal the curve length in the legal of 234.77

# Peak Broken Arrow Addition

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY—THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

	Benchmark Table						
Ν	lo.	Set	Northing	Easting	Elevation		
50	00	1/2" Iron Pin w/ Alum cap	369622.6750	2614128.1520	675.9700		
5	01	1/2" Iron Pin w/ Alum cap	369431.0370	2614658.4300	684.1900		
50	02	1/2" Iron Pin w/ "GREENHEAD" cap	368895.9630	2613798.7320	669.8800		

SS Rim Elev.

678.87

678.87

680.53

680.53

*675.39* 

N/A

BFP Required

No

Νο

No

No

No

N/A

DATUM: NAVD 88

Lot No.

2

3

4

5

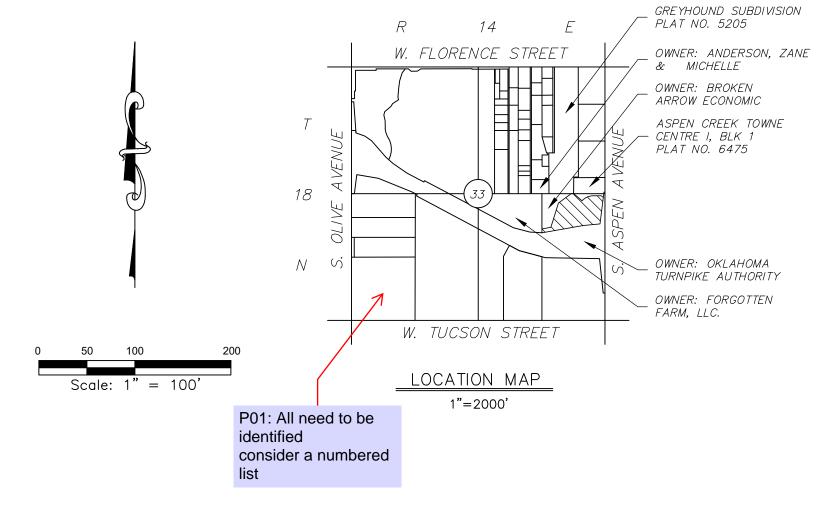
6

Blk

DETERMINATION NO. DD# 121624-73

Engineer: Animas Civil Engineering Oklahoma CA# 9445, Exp. 06/30/2026 1610 Mapleleaf Dr. Wylie, TX 75098 Phone (214) 803-1099 Email: michael@animascivil.com

Surveyor: Bearing Tree Land Surveying Oklahoma CA# 4568, Expires 06/30/26 7100 N. Broadway Extension Oklahoma City, Oklahoma 73116 Phone (405) 605-1081



#### GAL DESCRIPTION:

tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 7/4) of Section Thirty—Three (33), Township Eighteen (18) North, Range Fourteen (14) East the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. vernment Survey thereof, being more particularly described as follows:

# NMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section

irty-three (33); ence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of

ence S 88°41'27" W a distance of 42.72 feet to a point on the Right—of—Way for lahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the

Isa County Clerk being the Point of Beginning; ence along the Southerly Right—of—Way of West Norfolk Drive, dedicated by "Aspen Creek wne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W

ence continuing along said Southerly Right—of—Way, N<mark> 46°21'44" W a</mark> distance of 35.32

ence continuing along said Southerly Right—of—Way, S 88°34′50″ W a distance of 166.32

rence continuing along said Southerly Right—of—Way on tangent curve to the left, having radius of 310.00 feet, an arc length of 263.77 feet, central angle of 48°45'02", a chord earing of S 64°12′19" W, and a chord length of 255.8% feet;

ence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" a distance of 234.77 feet to the Northwest corne of the Northeast Quarter of the ortheast Quarter of the Southeast Quarter (NE/4 <mark>N</mark>E/4 SE/4) of said Section Thirty—three

ence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 <sup>-</sup>/4) of said Section Thirty—three (33), S 88°<mark>3</mark>6'00" W a distance of 48.45 feet;

ence S 51°56'46" W a distance of 337.17 feet;

ence S 16°07'11" W a distance of 528.32 f**e**et; ence S 78°45'41" W a distance of 178.59 **/**feet;

ence N 88°49'30" W a distance of 8.61 **f**eet to a point on the West line of the Northeast

Thence N 88 49 30 W a distance of 8.61 feet to a point on the West line of the North Duarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty—three (33); whence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the lortherly Right—of—Way of said Oklahoma Turnpike Authority; whence continuing along said Right—of—Way, S 88°49'30" E a distance of 13.89 feet; whence continuing along said Right—of—Way, N 78°45'41" E a distance of 860.65 feet; whence continuing along said Right—of—Way, N 82°52'35" E a distance of 564.41 feet to the same continuing along said Right—of—Way, N 82°52'35" E a distance of 564.41 feet to

vence continuing along said Right—of—Way, N 05°47'20" E a distance of 564.41 feet to the DINT OF BEGINNING.

ontaining 616,675 square feet<mark>,</mark> or 14.16 Acres, more or less).

Only the highlighted bearings on the plan view were reviewed against the Legal Description and were identified that they did not match the items in the legal description. Revise the legal or the plat text to match each other.

<u>Motvaltraliscrepancies in the legal were highlighted.</u>

bdivision contains six (6) lots in one (1) block. bdivision contains 14.16 total acres (616,675 sq ft.)

NUMENTATION: ?" Iron Pins to be set at all lot corners unless

Oklahoma North - State Plane Coordinate, Zone D 83 (2011) was used as the Basis of Bearing for

bject property is located in ZONE X (Unshaded)

bject property is zoned; CH (Commercial Heavy) DRESS DISCLAIMER:

Idresses shown on this plat are accurate as of time eplat was filed. Addresses are subject to change I should never be relied on in place of the legal

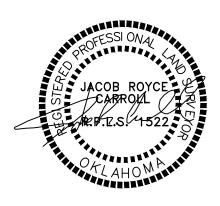
COBA PROJ. NO. PR-000332-2023

Mayor: Name of City Clerk:

Council of the City of Broken Arrow,

Oklahoma.

 $_{-}$  by the City $\mid$ 



Prepared for: Peak Development Partners Page 1 of 3 Date Prepared: January 20, 2024

		E01				LEGAL DESCRIPTION:  A tract of land that is
		The A/E, private Stormsewe all use the same line type and	dare			SE/4) of Section Thirt of the Indian Base and
	17.	5' Viridistinguishable from each different easements using di				Government Survey the
NKS TION IN	44.06'	add them to the legend	TE I	Éỗ4 Lớbel the R/W on Aspen ar	d Norfolk	COMMENCING at the So Thirty—three (33);
GREYOR CIAITSIO	ocate the private easment outside of the	DE PURPLE TO W		dradd the linetypes in the I		Thence along the East 2574.83 feet; Thence S 88°41'27" W
OWNERS SUBDIOS	easement as shown on the engineering	plans.	5 NOICONT MIS	7.57. N 46.10,33. W		Oklahoma Turnpike Aut Tulsa County Clerk beir
OWNERS SUBDIVID OWNERS SUBDIVID HOMEOWNERS SUBDIVID HOMEOWNERS SUBDIVID S 88'43	48 45'	ASPENTRE NO. OW	NER: ENDICOTT & SAN NER: HOLDINGS,	35.32' (LNA) Point of Commencing	_	Thence along the Souti Towne Centre I", Plat #
OWNER: GREYOAK ASSOCIATION OWNER: GREYOAKS SUBDIVISION ON S 88'43 GREYOAKS NO. S 88'43		F - 1 1 I	HOLD	Southeast Corner (S Southeast Quarter ( Section 33–T18N–R	E/C) of the	a distance of 17.29 fe Thence continuing along
03 Add dimensions to show the		50' B/L - 1	E03	_N 1'18'33" W	14E	feet; Thence continuing alon feet;
location of the private easements	N 50°07'28" 235.05'	W 17.5	Extend the LN  W. NORFOLK DEVICE the A/E	74.19' POINT OF BEGINNING		Thence continuing alon a radius of 310.00 fee
	16.55'	19'-9 3 4"	166.32' (LNA)	E&C: Show ultima	te.	bearing of S 64°12'19" Thence along the Sout
ROKEMIC	Piloto S. C. S. G.	28'-9 14" 102,73	<u>S_88'32'23"_W</u> 17.5' U/E	ROW along arteria		W a distance of 234.7 Northeast Quarter of t (33);
CONTEID	N:3696/2 675	094		S 88'41'27" W 42.72'		Thence along the North SE/4) of said Section
3 51 53 51	N:3696/2.675 E:2614/28.152 BM#500 EL=675.97'	000	1	S 88'51'08" W	•	Thence S 51°56'46" W o Thence S 16°07'11" W o
#202		N 1'2	7'37" W	N 5'46'41" E 170.31' (LNA)		Thence S 78°45'41" W Thence N 88°49'30" W
	269 <mark>26' / / // // // // // // // // // // // /</mark>	177.27	77' N 88*32'23" E	/ · š		Quarter of the Southed Thence along said West Northerly Right—of—Wa
			287.88'	E&C: Who	ere is easement?	Thence continuing along Thence continuing along
	163.11	Private Prainage	2 %	N:369431.037		Thence continuing alon Thence continuing alon
/ 01 Label the width on t	he private draihage easement		1234	E:2614658.430 BM#501 EL=684.19'		POINT OF BEGINNING.  (Containing 616,675 sq
	te stormsewer easement	S 1°27'37" E		N 5'46'41"		E05
0, 2, E	17.5' E 17.5'	l	266.82' \$-88'32'23" W	167.22' (LN	A)	Only the highlighte reviewed against the
458.2 1.27'3	133	THE TOPE		(Refere	Turnpike Access Granted Ince to meeting minutes Industry Description	that they did not m Revise the legal or
6		1234		approvi	ng approximately forty et of access rights for Aspen Ave. Item 1152,	SUBD Motival discrepanci Subdivision contains six (6)
1234		48.547	3 1234 1234		O, Dec 12, 2023)	Subdivision contains 14.16 to
		25'-1"		SPEN SPEN		MONUMENTATION:
Private Drainage	- A3 A"			ASF	E02 Show the limits of no access	1/2" Iron Pins to be set at otherwise noted.
17.5' U/E - N 78.45'2	27 1	17.5'_U/E	N 82.54.47" E	s Q	and the limits of access along aspen. Using the distance to	<u>BASIS OF BEARING:</u> The Oklahoma North — State
L - 366 37'	110'-6"		05		describe the LNA from the	NAD 83 (2011) was used as this survey
S 78*45'22" W NORFOLK ROW Arrow City of Broken Arrow City of Broken Arrow Page 69 J.F. 98269 J.F.			A/E	from the property line	prohibits access being granted using the A/E	Vertical Datum: NAVD 88 <u>FLOOD HAZARD INFO:</u>
80.00'	∠ Private ∠ N 78 Drainage 293.7	P02: I don't see a width for this A/E	and	the radius's on it.	o o	Firm panel # 40143C0452M Effective date: 9/12/2024
N:368895.963 E:2613798.732	OIZI AH-	shown	15.0' ONG ESMT	ection		Subject property is located <u>ZONING:</u>
BM#502 EL=669.88	OWNER: OKLAHO TURNPIKE AUTHO	0 -	D.N. 7070, 10 001	S		Subject property is zoned; (
N 78'45'22" E  04	CREEK TURN	IPIKE ISSIONERS		Point of Commencin	q	ADDRESS DISCLAIMER:  Addresses shown on this pla
All easements that do not paral dimensioned line will need to in	el a boundary or other OF COMM			Southeast Corner (Southeast Quarter (Section 33—T18N—R	E/C) of the SE/4)	the plat was filed. Address and should never be relied a description.
distances to establish the location All easements need to be able	on of the easement.			Section 33-116N-R		3333. p (1011)
dimensioned.	TER DETENTION ACCOMODATIONS					
FOR THIS SI	TE ARE PROVIDED IN ACCORDANCE FEE—IN—LIEU OF DETENTION					

Note: look at #11

P07: is this correct?

Add a section for the dedication of the R/W to the city Add a section for the sanitary and water utilities and the city utility easements. For the maintenance of the utilities any damage caused by a lot owner shall be the lot owners responsibility, no construction within a utility easement may be done without the cities approval... Add a section prohibiting the obstruction of overland storm flows across property line.

# Peak Broken Arrow Addition

Recording Requested by and After Recording Return to: Peak Broken Arrow, LLC Attn: Ben Paige 14841Dallas Pkwy, Suite 735

Dallas, TX 75254

P03: I don't think this is correct.

exhibit and parcel language

P04: Update all

This Declaration of Easements, Covenants, and Restrictions (the "<u>Declaration</u>") is made effective this \_\_\_\_ day of \_\_\_\_\_\_ 2025 (the "<u>Effective Date</u>"), PEAK BROKEN ARROW, LLC, a Texas limited liability company ("<u>Declarant</u>").

DECLARATION OF FASEMENTS, COVENANTS AND RESTRICTIONS

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property located in Dallas County, Texas, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"):

WHEREAS, Declarant intends to develop the Property to consist of multiple lots, one of which is referred to as "Parcel A" on Exhibit A ("Parcel A") one of which is referred to as "Parcel B" on Exhibit A ("Parcel B"), one of which is referred to as "Parcel C" on Exhibit A ("Parcel C"), one of which is referred to as "Parcel D" on Exhibit A ("Parcel D"), one of which is referred to as "Parcel E" on <u>Exhibit A</u> ("<u>Parcel E</u>") (each a "<u>Parcel</u>" and collectively, the "<u>Parcels</u>");

WHEREAS, Declarant desires to provide for reciprocal, perpetual, non-exclusive easements and rights-of-way for the free and uninterrupted use of access for pedestrian and vehicular ingress and egress over, upon, and across that certain driveway located on the Parcels shown as the hatched area labeled "Shared Driveway" on Exhibit B attached hereto and incorporated herein by reference (the "Shared Driveway") and the access ways, sidewalks and walkways, exits and entrances and other common areas as such areas now exist on the Property or are hereafter created on the Property, but excluding any drive—thru lane and drive—thru stacking lanes on the Parcels, and motor fuels facility and the canopy area on Parcel A, if and when such motor fuels facility or the canopy area may be constructed (hereinafter collectively referred to as the "Access Easement Area");

NOW, THEREFORE, Declarant hereby declares, for and on behalf of itself and all subsequent holders of fee title of a Parcel (each, an "Owner") and its respective tenants, members, directors, franchisees, officers, employees, contractors, agents, customers and other invitees (collectively, the "Permittees"), that the Parcels are now held and shall from and after the date hereof be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, and restrictions, as follows:

Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.

- 2. Access Easements.
- (a) Grants of Reciprocal Access Easements. Declarant hereby establishes a perpetual, non—exclusive easement for vehicular and pedestrian ingress and egress, to and from each Parcel, appurtenant to such benefitted Parcel, over, upon and across the Access Easement Area (collectively the "Access Rights"). Such Access Rights shall include vehicular and pedestrian access rights in favor of the benefitted Parcel over, upon and across the driveways and access ways, sidewalks and walkways, and exits and entrances as may now or hereinafter exist on each burdened Parcel. Nothing in this Declaration shall grant any parking rights other than those an Owner has on its respective Parcel.
- (b) Right to Relocate Driveways, Access Drives and Curb Cuts and Redevelop a Parcel. No Owner shall have the right to redesign or relocate the Shared Driveway or the driveways, access drives and curb cuts located on its respective Parcel following the initial construction and placement thereof (collectively, the "Drives"), without obtaining the prior written consent or approval of the Owner(s) of the remaining Parcels, not to be unreasonably withheld, conditioned, or delayed. Additionally, in no event shall any curb cut between the Parcels be closed by an Owner, including, without limitation, any curb cuts and drives from the Parcels to and from any public right—of—way, without a replacement curb cut being created, and in all events the Access Easement Area shall include access to and over any new or relocated driveways, access drives, and/or curb cuts.
- (c) No Obstruction of Access Easement Area. There shall not be any obstructions (except for ordinary maintenance and repair), fences, curbs or landscaping that would in any way impede vehicular or pedestrian traffic between the Parcels over the Drives or the Access Easement Area, it being the intent of the Parties to provide for the free flow of pedestrian and vehicular traffic through the Access Easement Area. Provided, however, that nothing in this paragraph shall prohibit or limit in any way the placement of improvements and/or the redevelopment now or in the future on the Parcels so long as such development does not change the location of or interfere with the Drives and curb cuts and the use of the Drives or Access Easement Area, and provided further that neither a line of cars originating from a drive—thru stacking lane on a Parcel or parked cars within parking areas on a Parcel shall be deemed a violation of this Section 2(c) so long as such activities do not obstruct access over the Drives.
- (d) <u>Condemnation.</u> In the event of a condemnation or transfer in lieu of condemnation affect Foth all due diligence, repair and restore or cause to be repaired and restored the Drives or the Access Ease Revise section 3 and remove the detention references or the circumstances) as soon as reasonably practicable following the date of the condemnation.
- Damage or Destruction. In the event of damage or destruction affecting the Drives or Add anguage identifying who will be responsible for the repair and restore or cause to be repaired and restored the portions of the Drives or the Access Easer maintenance of the private storm sewer, the collection of the circumstances) as soon as reasonably practicable following the date of the casualty.

This section need to

be reviewed and

- Add language that the use of the private stormsewer Drainage and Detention. Declarant hereby establishes perpetual, non-exclusive rescuents for infrastructure cannot be restricted by by any of the lots. <u>Fasement</u>"), in, over, upon across, <u>lities</u>") located within that certain parcel more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Detention Area"). [Declarant to determine whether shared detention facilities will be required and constructed on the Property]
- 4. <u>Easements Running with the Land</u>. The easements, rights and obligations granted herein shall be deemed to run with the Parcels and shall burden and benefit each Owner of the Parcels, or a portion thereof, and their successors and assigns, and each of their respective Permittees and licensees. The Access Rights are for the use and benefit of each of the Parcels. Notwithstanding the foregoing, each owner of a Parcel, or portion thereof shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that accrue during the period of time during which such party holds fee simple title to a tract or portion thereof. Upon conveyance of a Parcel or a portion thereof, the party making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such tract, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance.
- 5. <u>Development and Maintenance of Parcel.</u>

COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- (a) Any construction activities on a Parcel must be performed in such a manner so as to not adversely interfere with: (i) an Owner or Permittee's parking rights on its respective Parcel; (ii) access to and from a Parcel; or (iii) the normal business operations of an Owner or Permittee at such Owner or Permittee's respective Parcel.
- (b) Any damage to another Parcel or any improvements thereon caused by an Owner or Permittee in the performance of construction activities on its respective Parcel shall be promptly repaired by the Owner or Permittee causing such damage.
- (c) Except as otherwise provided in this Declaration, each Owner shall be responsible, at its sole cost and expense, for maintaining and repairing its respective Parcel, in good order, condition and repair. Additionally, each Owner shall be responsible for: (a) its own garbage and/or recycling accommodations to keep its Parcel in a clean, safe, and orderly condition; (b) maintaining the Common Area (as defined herein below), any multi—tenant signage, and parking spaces located on its respective Parcel in a manner consistent with a commercial retail regional development; (c) keeping the Common Area on its respective Parcel (including driveways, access/egress, walkways and dumpster areas) well lit starting at least one hour prior to sunset and continuing until at least one hour after sunrise. "Common Area" means all of those areas within the exterior boundaries of its respective parcel except for parking spaces, any location where a building or fuel canopy is constructed (as such location may exist from time to time and in accordance with this Declaration) and loading area and docks.
- (d) An Owner may erect a construction fence around the construction sites on its respective Parcel in connection with the performance of construction activities thereon; provided, however, that such construction fence must be placed in such a manner so as to not violate Section 2(d) of this Declaration.

#### P06: Where is the detention area?

P05: Not found

<del>(e) ></del>Maintenance of Detention Area. The Detention Area and the Detention Facilities shall be maintained by the Owner of the Detention Area in orderly, safe, and sanitary condition, in such a manner as to facilitate the orderly detention of water by means thereof, and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities. The Owners agree the Detention Area and Detention Facilities benefit the entire Property therefore each Owner shall pay to the Owner of the Detention Area its proportionate share based on the square footage of its respective Parcel as it bears to the square footage of the Property (excluding the square footage of the Detention Area) for reasonable costs directly related to and arising from the operating, maintaining, repairing, and insuring the Detention Facilities, within thirty (30) days of receipt of an invoice from the Owner of the Detention Area or from any contractor hired by Owner of the Detention Area to perform maintenance on the Detention Area and Detention Facilities. Any Owner who fails to reimburse the Owner of the Detention Area timely, shall be liable for interest thereon at a per annum rate of twelve percent (12%) from the date incurred until the date paid, and the costs of collection (if any), PSO: I would like to see the UNDERGROUND SERVICE section added to the Covenants:

Not with standing the charged as a continuing lien against such Owner's Parcel, which lien shall be subordinate to the lien of any third party deed of trust previously recorded against such Owner's Parcel.

See the UNDERGROUND SERVICE section added to the Covenants:

Not with standing the foregoing, to the extent that any portion of the Detention Facilities service solely the land owned by a particular Owner (e.g., drainage line that serves no purpose other than

of the defaulting Owner if the defaulting Owner fails to use diligent efforts to cure such default; provided, however, in the event of a maintenance emergency (including, but not limited to, any event that materially interferes with the use of the Drives), thirty (30) days prior written notice is not required and the non-defaulting Owner shall have the right to immediately perform and complete such maintenance obligation on behalf of the defaulting Owner. In any such event, the defaulting Owner shall promptly, and in all events within thirty (30) days of receiving invoice therefor, reimburse the Owner performing such work, the reasonable cost thereof.

8. <u>All Legal and Equitable Remedies Available</u>. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners, individually or collectively, shall be entitled to all legal and equitable remedies. Without limitation of the foregoing, any Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including full damages (actual and consequential), payment of any amounts due and/or specific performance. This Declaration may also be enforced against any person violating or attempting or threatening to violate any provision of the same which enforcement shall occur by self—help or by legal proceedings for damages, to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder.

#### 9. Use Restrictions.

- (a) For so long as Parcel \_\_\_ is leased or otherwise occupied by McDonald's USA, LLC ("McDonald's"), the Owners of the remaining Parcels covenants and agree not to lease, rent, occupy, or allow to be leased, rented, or occupied, any part of the remaining parcels for a Burger King, Wendy's, Whataburger, Freddy's, Carl's Jr., Five Guys, Culver's, the Habit Burger, Hardees. Checkers, Sonic, In-N-Out Burger and Braum's
- (b) For so long as Parcel \_\_\_\_ is leased or otherwise occupied by Tinker Federal Credit Union ("<u>TFCU</u>"), the Owners of Parcel \_\_\_\_, Parcel \_\_\_\_, and Parcel \_\_\_\_ Parcel] covenants and agree not to lease, rent, occupy, the TFCU Restricted Parcels, or any portion thereof, for a retail banking institution, consumer banking institution, savings and loan association, credit union, stock brokerage company or other financial planning company, and/or operation of exterior and interior ATMs or ITMs and/or drive through ATM or ITM facilities, both directly and through subsidiaries and affiliates, including, without limitation,, banking, mortgage lending, insurance, and securities services, or any other financial institution (including, without limitation, a drive through facility or ATM or ITM) (collectively, the "Credit Union Exclusive") (the Credit Union Exclusive and the McDonald's Exclusive are collectively referred to herein as the "Restricted Uses").
- To the extent the Restricted Uses are found by a court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines are reasonable and enforceable. McDonald's or TFCU may, at its election, take appropriate action to enforce the Restricted Uses, which may include, without limitation, the right to institute an action, including an action for damages or injunctive relief, against any Owner or such Owner's tenant which is operating in violation of the Restricted Uses.
- 10. <u>Taxes and Assessments</u>. Each Owner shall be solely responsible for the payment of all taxes and assessments levied against its respective Parcel.
- 11. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention Declarant that this Declaration shall be strictly limited to and for the purposes expressed herein.
- 12. No Interference. All easements granted herein shall be used in such a manner so as not to unreasonably interfere with business operations on a respective Parcel; provided, however,
- that any interference with the Drives is hereby deemed unreasonable and is prohibited, except as otherwise set forth herein. 13. Easements Non-Exclusive. The easements granted herein are not exclusive and each Owner shall have the right to enjoy the portion of the easements herein granted and to grant such other easements, rights or privileges to such persons and or entities and for such purposes as the Owner of each Parcel in its discretion may select, so long as such purposes do not unreasonably interfere with the easements described herein.
- 14. Entire Agreement. This Declaration constitutes the entire agreement and declaration of Declarant relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the then—Owners of all of the Parcels, and only with the prior written consent of 7—Eleven, so long as it, its successors, assigns or assignees is leasing or otherwise occupying Parcel A.
- 15. Insurance and Indemnification. Each Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Texas. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. Each Owner shall indemnify and hold the other Owner(s) harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by an Owner in connection with the exercise by such Owner' use of the easement rights created herein, except to the extent caused by the negligence or willful act of such Owner or its Permittees. Notwithstanding the foregoing, for so long as Parcel A is subject to a lease agreement with a 7-Eleven Entity, 7-Eleven may be a self—insurer with respect to the activities under this Agreement with such self—insurance covering the same casualties and perils which would be insured against in the insurance policy required above, and such self-insurance shall satisfy the obligations of the Owner of Parcel A under this Section 15.
- 16. Extent of Liability. Notwithstanding any other provision contained in this Declaration to the contrary, each Owner hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel, as such interest is constituted from time to time. Each Owner agrees that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel, as such interest may be constituted from time to

# 17. <u>Ownership.</u>

(a) Warranty of Title. Declarant covenants and warrants that it is the owner in fee simple of the Property and that it has a good and lawful right to convey these easements. Each Declarant and its successors and assigns hereby warrants and shall defend the right and title to the above—described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under such Declarant and its successors and assigns.

- (b) <u>Subordination of Liens.</u> Each Owner agrees that all mortgages, deeds of trust, deeds to secure debt placed upon each Owner's respective Parcel shall be subordinate and inferior to the easements created by this Declaration, and to the extent that any such mortgages, deeds of trust, deeds to secure debt presently exist, each party shall have all necessary parties execute a mutually agreeable subordination agreement which shall be recorded in conjunction herewith.
- 18. <u>Duration</u>. The provisions of this Declaration shall run with and bind the land described herein and, except as otherwise provided herein, shall be and remain in effect perpetually to the extent permitted by law.
- 19. <u>Time of the Essence.</u> Time is of the essence of this Declaration and every term and condition hereof, provided, however, that if the date for the performance of any action or obligation required hereunder occurs on a Saturday, Sunday, or legally recognized federal holiday, the date of performance of such action or obligation shall be the next business day.
- 20. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.
- 21. <u>Severability.</u> All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.
- 22. <u>Notices.</u> All notices required under this Declaration shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is received as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:
- Declarant: Peak Broken Arrow, LLC Attn: Ben Paige 14841Dallas Pkwy, Suite 735
  - Dallas, TX 75254

23. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Oklahoma. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. No party shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

24. Attorney's Fees. In the event any Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder, or to he drainage of one particular Parcel), the Owner whose land is serviced by such portion shall bear all maintenance costs related to same. collect any amounts owing hereunder, or an arbitration, mediation or other proceeding is commenced by agreement of one or more Owners to any dispute, the non-prevailing party shall <u>Damage to Access Easement Area or Drainage Easement Area</u>. Each Owner shall refrain from causing any damage to the Drives, the Access Easement Area, and any and all reimburse the prevailing party for the reasonable expenses of attorneys' fees, expert witness fees and disbursements, including those related to appeals, incurred by the prevailing party.

the repair costs, and the consequences for failure to pay.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC. COMMUNICATION. AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY EASEMENTS.

of the affected Parcel shall, with

near thereto as is possible under

Parcel shall, with all due diligence,

near thereto as is possible under

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE PEDESTAL, OR TRANSFORMER TO THE

SERVICE ENTRANCE ON THE STRUCTURE. 3. THE SUPPLIERS OF ELECTRIC. COMMUNICATION. AND GAS SERVICES, THROUGH THEIR RESPECTIVE 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,

Page 2 of 3 4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC. COMMUNICATION. OR GAS SERVICE FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES. BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC. COMMUNICATION. OR GAS SERVICE AND THE OWNER AND SUBSEQUENT OWNERS OF THE LOT AGREE TO BE BOUND HEREBY.

# Peak Broken Arrow Addition

IN WITNESS WHEREOF, Declarant hereby executes this Declaration effective as of the E	Effective Date.			
<u>DECLARANT:</u>				
PEAK BROKEN ARROW, LLC				
By: VAQUERO VENTURES MANAGEMENT, LLC, General Partner				
Due				
By: Clinton Anderson, Manager				
STATE OF TEXAS \$				
COUNTY OF DALLAS §				
This instrument was acknowledged before me on the day of,	2025 by Clinton Anderson, Mo	anager of Peak Broken Arr	ow, LLC, a Texas limited	liability company.
Notary Public, State of Texas				
<u>LIEN HOLDER'S</u>	CONSENT AND SUBORDINATION	<u>V</u>		
The undersigned, Texas Bank and Trust Company ("Lien Holder"), is the owner and ho 202000261712, Property Records of <u>TULSA</u> County, Oklahoma ("Deed of Trust"). The Lie Deed of Trust to this Declaration.				
This consent shall not be construed or operate as a release of said Deed of Trust or li of Trust.	iens owned and held by the u	undersigned, or any part t	hereof, as to the proper	ty described in the Deed
Executed this day of, 2021.				
LIEN HOLDER:				
<b>,</b>				
By:				
THE STATE OF \$				
COUNTY OF \$				
This instrument was acknowledged before me on the day ofon behalf of said	_, 2025, by}	, as	_of	, а,
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS				
My Commission Expires:				
Printed/Typed Name				

#### OWNER'S CERTIFICATE

#### KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

#### Leaal Description:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Thirty—Three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty—three (33);

Thence along the East line of said Southeast Quarter (SE/4), N 0148'33" W a distance of 2574.83 feet; Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;

Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;

Thence continuing along said Southerly Right—of—Way, N 46°21'44" W a distance of 35.32 feet;
Thence continuing along said Southerly Right—of—Way, S 88°34'50" W a distance of 166.32 feet;
Thence continuing along said Southerly Right—of—Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet;

Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty—three (33);

Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty—three (33), S 88°36'00" W a distance of 48.45 feet;

Thence S 51°56'46" W a distance of 337.17 feet; Thence S 16°07'11" W a distance of 528.32 feet;

Thence S 78°45'41" W a distance of 178.59 feet;

Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty—three (33); Thence along said West line, S 0116'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;

Thence continuing along said Right-of-Way, S 88'49'30" E a distance of 13.89 feet;

Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet; Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;

Thence continuing along said Right-of-Way, N 05°47′20″ E a distance of 564.41 feet to the POINT OF BEGINNING.

#### (Containing 616,675 square feet, or 14.16 Acres, more or less).

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOT(s) AND BLOCK(s), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS Peak Broken Arrow Addition, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA. THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS. TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID. PROVIDED HOWEVER. THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED. ERECTED. INSTALLED OR MAINTAINED. PROVIDED HOWEVER. NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES. PARKING AREAS. CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

# CERTIFICATE OF SURVEY

I, (Jacob R. Carroll), A REGISTERED 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 "Peak Broken Arrow Addition". A SUBDIVISION IN THE CITY OF BROKEN ARROW. TULSA COUNTY. STATE OF OKLAHOMA, IS A TRUE REPRESENTATION 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. EXECUTED THIS \_4th\_DAY OF \_December\_, 2024.

Jacob R. Carroll

LICENSED LAND SURVEYOR OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ \_\_ DAY OF \_\_\_\_ \_\_, 20\_\_\_, PERSONALLY APPEARED (Name), TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES: (SEAL)



#### City of Broken Arrow

#### **Request for Action**

File #: 25-489, Version: 1

# Broken Arrow Planning Commission 04-10-2025

To: Chairman and Commission Members From: Community Development Department

Title:

Approval of PT-001923-2024 | PR-000171-2023, Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225<sup>th</sup> East Avenue), south of

Kenosha Street (71st Street)

**Background:** 

**Applicant:** Wallace Design Collective

Owner: Timber Wolf Excavating, LLC, Kirk & Sherri Hamilton, and Blue House Marketing

Group, Inc.

**Developer:** Timber Wolf Excavating, LLC, Kirk & Sherri Hamilton, and Blue House Marketing

Group, Inc.

**Engineer:** Wallace Design Collective

**Location:** One-half mile west of Evans Road (225th East Avenue), south of Kenosha

Street (71st Street)

Size of Tract 14.03 acres
Number of Lots: 10 proposed

**Present Zoning:** IL (Industrial Light)/PUD-000723-2023

Comp Plan: Level 6 (Regional Employment/Commercial) via BACP-159

PT-001923-2024, the conditional final plat for Timber Ridge Business Park Amended, contains 14.03 acres and is proposed to be divided into 10 lots, which is less than the 16 lots that we saw in PT-000837-2023 the preliminary plat (attached). This property is located one-half mile west of Evans Road, south of Kenosha Street and is currently platted as Lots 7-10, Block 1 of Timber Ridge Business Park.

A rezoning request, BAZ-1975, to change the zoning on 44.10 acres of this property form A-1 to IL was approved by City Council on April 4, 2017, along with a request for PUD-259 on the entire 71.94 acres. BAZ-1975 and PUD-259 were approved subject to the property being platted and all future development be in compliance with all requirements of any local, state, or federal regulatory agency. A major amendment to the PUD (PUD-000723-2023), was approved by the City Council on April 16, 2023, subject to the property being replatted.

PT-001923-2024 was heard by TAC (Technical Advisory Committee) on Tuesday April 1st, where none of the stakeholders shared any concerns.

Water and sanitary sewer service to this property are available from the City of Broken Arrow. According to the

#### File #: 25-489, Version: 1

FEMA maps, none of this property is located in the 100-year floodplain.

**Attachments:** Checklist

Conditional Final Plat and Covenants Preliminary Plat PT-000837-2023

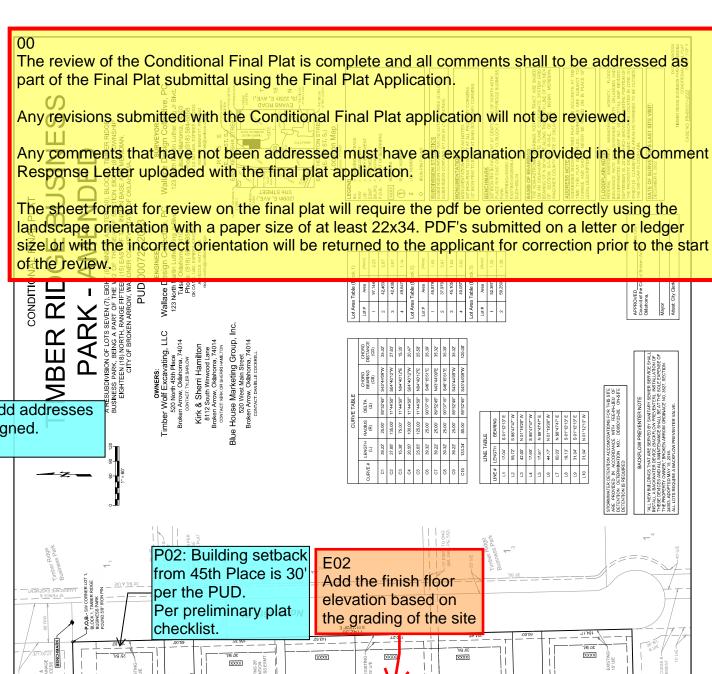
#### **Recommendation:**

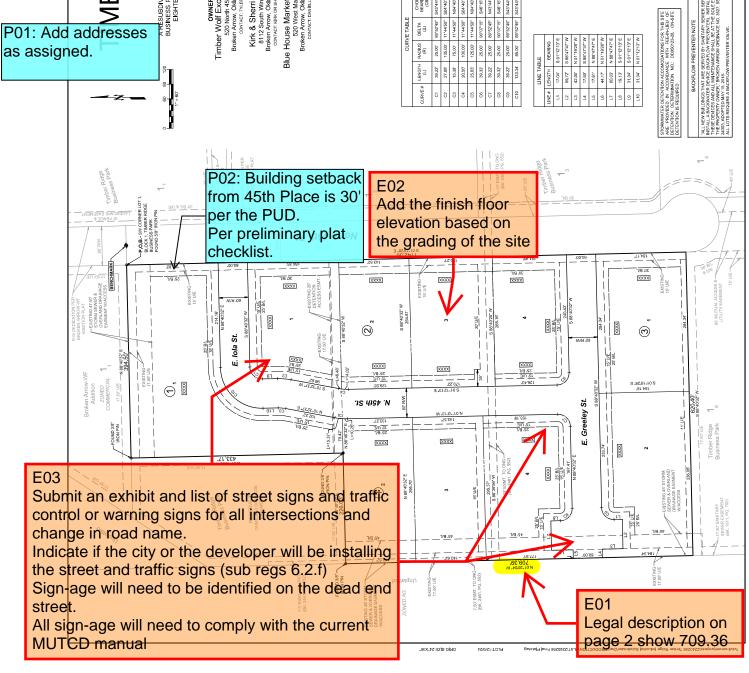
Staff recommends PT-001923-2024 | PR-000171-2023, Conditional Final plat for Timber Ridge Business Park Amended, be approved, subject to the attached checklist.

Reviewed By: Amanda Yamaguchi

**Approved By:** Rocky Henkel

**HMB** 





# TIMBER RIDGE BUSINESS PARK - AMENDED

# PUD 000723-2023

DEED OF DEDICATION AND RESTRICTURE COVENANTS
TOWALL MAIN BY PRESENS.
THAT THE SPESSORS.
THAT THE SPESSORS.
THAT THE SPESSORS OF THE CHARGE AND SHERRE HANGLTON, OF THE CHALCHARD DESCRIBED REAL ESTATE
SHERINATER REFREED TO AS THE CHARGEORD CHARGE AND THE CHARGE AND THE CHARGE SPESSORS.
SILVED THE CITY OF SPESSORS AND SHEW AND AND SHE CHARGE AND THE CHARGE AND THE SPESSORS.

establinguo de l'Orsentin, dendre line de manche and tendre serve entre serve entre serve entre avez de merce Internation de l'orsentin de l'orsent de l'orsent de l'orsent entre l'orsen

BEGINNING (P.O.B.) AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, TIMBER RIDGE BUSINESS PARK

E04

THENCE SOTHERZIBE FOR A DISTANCE OF 1142.56 FEET TO THE MORTHEAST CORNER OF LOT 6, BLOCK 1 OF TIMBER RIDGE BUSINESS PARK, FOR A DISTANCE OF 433.17 FEET TO THE NORTHEAST CORNER OF RESERVE 'B' OF TIMBER RIDGE BUSINESS THENCE SMEMICES WITCH A DISTANCE OF GRAM FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 1 OF TMBER RIDGE BUSINESS PARK. OF 226.03 FEET T THENCE N01/20/04/W FOR A DISTANCE PARK:

THENCE NOW JOYZE FOR A DISTANCE OF 984-50 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF TIMBER RIDGE BUSINESS PARK AND THE POINT OF BEGINNING.

The plat shows 709.39

ONNERSORIELOPERS MATE CAUSED THE ABONE DESCRIBED LANDS TO BE SURREYED. STAKED PLATED AND SUBDIMINED INTO TEN (10) LOTS AND THERE EJ BLOOKS IN CONFIDENT WITH THE ACCOUNTANTING PLAT, AND WAS DESTRANTED THE SUBDIMISION AS THURSEN RICKE BUSINESS PARK - AMENDED. A SUBDIMISION IN THE CITY OF BROKEN ARROWN. WASDIMEN COUNTY, STANTE OF COLCAUGH.

# SECTION I. STREETS, EASEMENTS AND UTILITIES 1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS THE OWNERS/DEVELOPERS DO HEREBY DEDICATE FOR

The Consenses conversion of the Little Section of the Section of the Accompany of the Accompany of the Consenses of the Section of the Accompany of the Section of the Accompany of the Section of the Se

14.3) MARGAGO BENDER OF REAL RESIDENCE OF THE TOTAL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS
THE SUBDIVISION WERE RANGED AND SESSION OF THE PROSTRUCTURES WHICH MAY BE LOCATED ON ALL LOTS
THE SUBDIVISION OF REAL PROSTRUCTURES AND SESSION OF THE PROSTRUCTURES OF THE PROSTRUCTURE OF THE PROSTRU

WATER AND SEWER SERVICE.
1.3.1 THE CONDER OF THE CLUS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MANIS
LOCATED ON HIS OF THE ALS WINNEN THE GIPPETED UILTIN EXERBEITOR PASSA, FIT HE GROUND ELECTRONS ARE ALTERED FROW THE CONFORMS EDSTRON, DOY THE CONFICIENT OF THE INSTILLATION OF A PABLIC WATER OR SENIOR WAN ALL SOLDIOL ELECTRON OF THE INSTILLATION OF A PABLIC WATER OR SENIOR WAN ALL SOLDIOL ELECTRON OF THE INSTILLATION OF A PABLIC WATER OR SENIOR WAN ALL SOLDIOL ELECTRON OF THE OWNER OWN

1.1.4 HECTYO FROENCH PROCEDURE, PROCEDURE, OR STREAM OF THE THE STREAM OF THE THE STREAM OF THE THE STREAM OF THE 1.33 THE CITY OF BROKEN ARROW, ONCAVORAL, OR TTS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORGANAY MANTENANCE OF PELDO-ENTRY AND BE OFFERS WARRE IN THE OWNER SHARE DAY. THE OWNER SHARE SHALL PAY FOR DAME OF RELOCATION OF SUCH PROLITIES CAUSED OR PRESSENTED BY ALTS OF THE OWNER, HIS ACRENTS OF CONTRACTORS. 13.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 1.3 SHALL BE EMFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

HHEREA, THRER RIDGE BUSINESS PRAC, AMENGET WAS SUBMITTED BA A PAWIED UNT DREACHENT (TITLED PUDIOL) 223 AS PROVIDED WITH VEXTON A LOT HEAVING ORDINANCE OF THE TITLY CHECKEN ARROW TO ALLO AND INCHARLING ROMANCE NO. 2379, IS AMENDED AND ESTIMATO WAS INTO PREMIENESTED THE STOCKEN ARROW ZONG ORDINANCE, PHINE PLOTON DE WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON APPILIT, 27, 222 AND APPROVED BY THE CITLY OF BROKEN ARROW ATTO COMPAL, DAMAY IS, 2222, AND

WHEREAS, THE PLAMED UNIT DEPELLOMENT PROVISIONS OF THE BROKEN ARROW ZDMING ORDINANCE REDUINE ESTREISMENT OF COVENANTS OF RECORD, INJUNIO TO AND BENGGEBBLE BY THE CITY OF BROKEN ARROW, CALLAND SHEELEN TO ASSINE THE INVESTMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLAMED UNIT DEFELLOMENT AND

WHEREAS, THE OWNERSENELE OPERS EISHESS TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDED FOR AN ORD DEMELONMENT, AND TO ENSURE A ADEQUATE RESTRICTIONS FOR THE MATUAL BENEFIT OF THE OWNERSDEVELOPERS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROWNEN ARROW, CALANGOM. THERFORE THE CONNESCENCE OPERS DOSE HERBY IMPOSE THE FOLLOWING RESTRICTIONS AND CONDINANTS WHICH EFECURENCES TRIMES WITH THE LIMD AND SHALL BE INDINGS UPON THE OWNERSORFIELD FERS, ITS SUCCESSIONS, AND SHALL BE FINGURED FERS. ITS SUCCESSIONS AND SHALL BE FINGURED FOR THE SET FORTH.

THE DEPARTOMENT OF THRRER RIDGE BUSINESS PARKAMENDED'S SHALL BE SUBJECT TO THE PLANKED UNIT DEPART PROVISIONS EXISTED ON MAY 16, 2023, OR AS SUBSECUENTLY MATHER DOC.

2.1 DEPARTOMENT SYMDMENS -LOTS 2, MOLAGE BLOCK 1, BLOCK 2, AND BLOCK 3

between land owners

2.1.1 HE SUBLECT LOTS ARE REFORMATION THE PREVAIRANT OF DEVANOMENTAL QUARTY COBES, AND FULL REQ. CORRESPONDED, REFORMATION TO RECEIVE THE TO PERSON. SUBJECT LOTS SHALL BE GOVERNED BY THE CITY BROCKLEATURES OF THE LIDSTRICT, EXCEPT BECHERVETRE MODIFIED. SEE SECTION 2.4 2.1.2 PERMITTED USES: 2.1.3 MINIMUM BUILDING SETBACKS:

2.15 FEVCING ISCREENING, AN E-COT OPADOLE, COREDNING FENCE SHALL BE INSTILLED, IN ACCORDANCE SELEC. OF THE CITY OF REPORT NAMED CORPUSATE, ALONG THE WEST BOUNDARY OF GENCEX YNDOOD ASSESSORY WHERE ABUTTING ARRESTITUTED, OF RESIDENTIAL ZOWING.

THE SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORD DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED: 22 DEVELOPMENT STANDARDS - PART OF LOT 1, BLOCK 1 (PER APPROVED PUD)
22.1 THE SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARRO
DEVELOPMENT REGULATIONS OF THE LIDITARIT, EXCEPT AS HERBINA 2.2.2 PERMITTED USES: 2.2.3 MINIMUM BUILDING SETBACKS:

FROM NORTH 45TH PLACE - SIDE YARD FROM INTERNAL STREET

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING". ZONING ORDINANCE. AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 - SIGNS" OF THE CITY OF BROKEN AR SIGN STANDARD:

FROM INTERNAL STREET SIDE VARD ABUTTING SAME DISTRICT SIDE VARD ABUTTING NON-RESIDENTIAL DISTRICT REAR YARD ABUTTING RESERVE 'B'

AS PROVIDED IN ACCORDANCE WITH 'SECTION 8.7 - SIGNS' OF THE CITY OF BROKEN 2.4 TABLE OF ALLOWED USES 2.3.4 PARKING:
AS PROVIDED IN ACCORDANCE WITH 'SECTION 5.4 - OFF
ARROW ZONING ORDINANCE. 2.3.5 SIGN STANDARD:

ER (INCLUBING ANY FACILITY WITH EDUCATION

AUNICIPAL OR COMMUNITY RECREATION CENTER PUBLIC SAFETY FACILITY

USE CATEGORY

ANIMAL PET SHOP RETAIL ANIMAL TRAINING SCHOOL KENNEL VETERINARY CLINIC / ANIMAL HOSPITAL IUS AND PASSENGER TRAIN TERMINA UTILITY FACILITY, MAJOR JTILITY FACILITY, MINOR €05

FITNESS AND RECREATIONAL SPORTS CENTER GENERAL INDOOR RECREATION MAJOR ENTERTAINMENT FACILITY VICRO FOOD AND BEVERAGE PRODUCTION DFFICE, BUSINESS OR PROFESSIONAL RESEARCH LABORATORY

GASOLINE SALES PARKING STRUCTURE VEHICLE SERVICE AND REPAIR, MAJOR VEHICLE SERVICE AND REPAIR, MINOR

GENERAL INDUSTRIAL SERVICE ASSEMBLY, LIGHT MANUFACTURING, LIGHT

HOTM, WIND CA. RECOGN OWNERS OF THE RELIBERGED 6. JULY WINH, THREET ROLE BUSINEMALL BE, A MERGES OF THREET STORE THREET SHAR FINDS THE STORE THE STORE THREET STORE THREET SHAR FINDS THE STORE TO WARTER STORE THREET SHAR MENTER SHALL BE SENTED THE STORE THREET SHAR FINDS THREET SHALL SHAR THREET SHALL SHAR THREET SHALL SHAR THREET SHAR THREET SHAR THREET SHALL SHAR THREET SHARL SHAR Remove the city as an enforce and it is land owners association if one will be created. The city does not get involved with disputes

18

# TIMBER RIDGE BUSINESS PARK - AMENDED

PUD 000723-2023

ID SEVERABILITY	
AMENDMENT AN	
IT, DURATION	
SECTION IV. ENFORCEMEN	

THE RESTRICTORS HERBY SET FORTH ARE CONCAVATS TO BLIN WITH THE UND AND SHALL BE BROTHOL DROWN THE OWNER AND SHALL BE BROTHOL DROWN THE OWNER AND SHALL BE BROTHOL DROWN THE BROTHOL STREETE SEASERFOR AND CUITITIES AND ESTED TO THE CERTIFIAL CONCAVATS. AND THE ENFORCEMENT RIGHTS BETTAKING THERETO. AND THE BROTHOLD SHALL BETTAKING THE SHALL

SECTIONALITY OF ANY RESTRICTION SET FORTH-HERBILL, OR ANY PART THEREOF, BY AN ORDER, ADOMBNT, ON DECKEE OF ANY COURT, ON THE WHISE SAME OF THE OTHER RESTRICTIONS OR ANY PART THEREOF ANY EXPOSIT FOR THE PRINCIPLE OF ANY PART THEREOF ANY EXPOSIT FOR THE PRINCIPLE OF ANY PART THEREOF ANY EXPOSIT FOR THE PRINCIPLE OF ANY PART THEREOF ANY EXPOSIT FOR THE OTHER RESTRICTIONS OR ANY PART THEREOF ANY EXPOSIT FOR THE OTHER PRINCIPLE OF ANY PART THEREOF ANY PART THE PART THE PART THEREOF ANY PART THEREOF ANY PART THE P

# CERTIFICATES OF OWNERSHIP

YLER BARLOW, MANAGER

STATE OF OKLAHOMA

COUNTY OF TULSA

HIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS IMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIK JOTARY PUBLIC NITNESS WHEREOF, BLUE HOUSE MARKETIN HIS DAY OF 2024.

HIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF MANAGER OF BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION. COUNTY OF TULSA

VY COMMISSION EXPIRES:

KEK HAMITON, OWNER
SHERRI HAMILTON, OWNER
ACKNOWLEDGMENT
STATE OF ONLAHOMA.) SS COUNTY OF TUES.)
THE INSTRUMENT WAS ACKNOWEDDED BEFORE ME THS
NOTARY PUBLIC
MY COMMISSION EXPIPES:
MY COUNTS SION NUMBER.
CENTIFICATE OF SURVEY
IT IN WEST PROBLEMS TO WINLING EIGHT AT A LICKNED PROSESSIONAL AND ENERGY PRESIDEND. THE STATE OF CHARGAL HERBORY CHETTER AND ENGEL IL N. HAD COLOURLY SHAPEND, SUBTRADE, NO BATTER) THACT OF LAND ESCHREIBE ABOUL, AND THE ACCOMPANIENCE AND ENGEL PRESENT MERSTER PRESENT AND ENGEL AS BEDINSHOWN THE CITY OF BOARD AND AND AND AND AND AND AND AND AND AN
WITNESS MY HAND AND SEAL THIS DAY OF . 2024.

P03: Please

correct all to 2025.

STATE OF OKLAHOMA ) COUNTY OF TULSA ) ZOZECHE METERO METERO, ANOVEW DELE NA NOTO SELEN DE AND COSE DEL CONTRA NO SELENE CONTRA DE ANOVEMBER AND COSE DE AND COSE DE ANOVEMBER AND COSE DE AND COSE

MY COMMISSION EXPIRES:

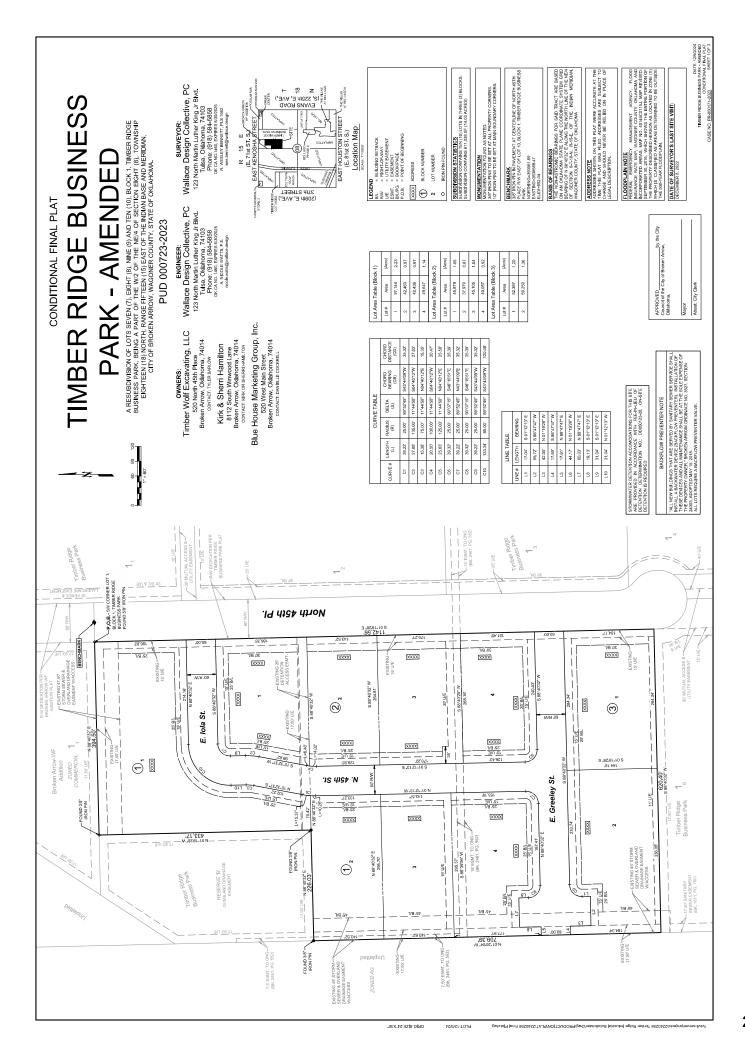
CERTIFICATE OF THE WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR \_\_\_\_\_A HEREIN LISTED TO BE DESIGNATED "TIMBER RIDGE BUSINESS PARK - AMENDED"

I, WAGONER COUNTY CLERK, DO HERE NOW STATE THAT THE SUBDIVISION CALLED HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

COMMISSION NUMBER:

TATE OF OKLAHOMA



# TIMBER RIDGE BUSINESS PARK - AMENDED

# PUD 000723-2023

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
THOCKLE MAN WE DESCRIBE STREETING THE THOUSE MARKETING GROUP INCORPORATED
THAT THEREWINE REFERENCE TO SET HE OWNEDSE MARKETING ORDER OF THE PLACE MARKETING DRESCRIBED REAL ESTATE
STATISTICS THE STREETING TO SET HE OWNED WOOMEN STATIST OF DATACHARD TO WITE.

assign(regout) of 100 years (n) Edel (n) the (g) was the (g) most think (g) most the government of the control of the control

THENCE SOTTEZEE FOR A DISTANCE OF 1142,56 FEET TO THE NORTHENST CORNER OF LOT 6, BLOCK 1 OF TIMBER RIDGE BUSINESS PARK,

THENCE SBRYGGZTW FOR A DISTANCE OF S20.40 FEET TO THE NORTHWEST CORNER OF LOT B, BLOCK 1 OF TAMBER RIDGE BUSINESS PARK,

THENCE NOT 2016 "V FOR A DISTANCE OF 709,38 FEET TO THE SOUTHWEST CORNER OF RESERVE 19" OF TIMBER RIDGE BUSINESS PARK.

THENCE N89"4072'E FOR A DISTANCE OF 228.03 FEET TO THE SOUTHEAST CORNER OF RESERVE 19" OF TIMBER RIDGE BUSINESS PARK,

THENCE NOTHYZBYN FOR A DISTANCE OF 433.17 FEET TO THE NORTHEAST CORNER OF RESERVE 18' OF TIMBER RIDGE BUSINESS PARK. THENCE N884/122'E FOR A DISTANCE OF 394.50 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF TIMBER RIDGE BUSINESS PARK AND THE POINT OF BEGINNING. ownersorgengengen with could the public responsibilities of the state of the state

And DO STATE CONTROLLED AND THE STREET GOT ON THE ACCOMPANION OF ALL AND DO PRESENT CONTROLLED AND THE ACCOMPANION OF ALL AND DO PRESENT CONTROLLED AND THE ACCOMPANION OF ALL AND DO PRESENT CONTROLLED AND THE ACCOMPANION OF ALL AND THE ACCOMPANION OF ACCO SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNERS/DEVELOPERS DO HEREBY DEDICATE FOR

14.3 UNDERGOOD SERVICE COLDS AND GOS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS
THE SUBDIVERSHIP OF SERVICE COLDS AND GOS SERVICE HIS TO ALL STRUCTURES WHICH MAY BE CONTED ON ALL LOTS
THE SUBDIVERSHIP OF SERVICE THE SERVICE THE PROSPECT OF SERVICE THE TO AND GOS SERVICE THE TO A SERVICE THE SERVICE THE TO A SERVICE THE TO A SERVICE THE SE

12.1 The GOWGE CENTLON TO RESISTINGING ALL RESPONSES FOR PREPAYED FOR THE MEMBERS OF THE MEMBERS

WATER AND SEWER SERVICE
3.3.1 THE OWER O'FFL LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER WAINS
LOCATED ON HIS O'FFL. 1.3. WITH'S HE GENTED UIT, TO SEASTERN AREA, THE GROUND ELITANDOS ME ALL MEDER FROM HE OVEN OURS SETSING LEVEN HE COLDELLING OF THE RESTALLATION OF A PRELIC WATER OF SENSER MAY, ALL GROUND LITELY ARE THE SETS OF ALLIES, WATER DECSE, THE HYDRANTS AND MANHOLES WILL GE ADJUSTED TO THE NEW GROUE BY THE OWNER OR AT THE OWNER'S EDUESSE.

1.33 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MATERANCE OF MELL MAY TER AND SERVER MANS BUTTHE FOWER BRAKE THAY FOR DAMBER OF RELOCATION OF SUCH FAILLINES OF MELCASTEN FOR DEPENDING THE MATERIA OF ORTHOUGHS.

3.4 PARKING:

1.1.4 HECTYO FROENCH PROCEDURE, PROCEDURE, OR STREAM OF THE THE STREAM OF THE THE STREAM OF THE THE STREAM OF THE

13.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 1.3 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

SHEAFEE SHALL FEIGHT.

SHEAFEE SHALL SHALL FEIGHT.

SHEAFEE SHALL SHALL SHEAFEE SHOULD SHALL SHEAFEE SHOULD SHALL SHEAFEE WHITES FROM DRAWAGE THE STORY AND SHEAFEE WHITES FROM DRAWAGE.

FRANCE OF HERE ELEVINDA WHO FROM SHEAFEE SHE

PANNER AND ADDRESSARY BRITAND SERBERENESS
TO THE LANGESCHARGA AND PANNER COCCASIONED
TO THE MESSERY INSTALLING OF OR MANIFORMED TO THE LANGESCHARGA SHOWEN OF THE MESSERY INSTALLING OF THE MESSERY INSTALLING OF THE MESSERY INSTALLING OF THE MESSERY INSTALLING OF ADDRESSARY INSTALLING OF ADDRESSAR

# SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

HHEREA, THRER RIDGE BUSINESS PRAC, AMENGET WAS SUBMITTED BA A PAWIED UNT DREACHENT (TITLED PUDIOL) 223 AS PROVIDED WITH VEXTON A LOT HEAVING ORDINANCE OF THE TITLY CHECKEN ARROW TO ALLO AND INCHARLING ROMANCE NO. 2379, IS AMENDED AND ESTIMATO WAS INTO PREMIENESTED THE STOCKEN ARROW ZONG ORDINANCE, PHINE PLOTON DE WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON APPILIT, 27, 222 AND APPROVED BY THE CITLY OF BROKEN ARROW ATTO COMPAL, DAMAY IS, 2222, AND

WHEREAS, THE PLANNED UNTO EDECEMBERT PROVISIONS OF THE BRONCH ARROW. ZOMNG ORDINANCE RECUIRE THE STRABISHMENT OF CONCENTATION RECEIVED INVINING TO AND BRENCEABLE BY THE CITY OF BRONCH ARROWN OKLAHOMA, BUSHTELBERT TO ASSURE THE UNFERVENTATION AND CONTINUED CONFLANCE WITH THE APPROVED PLANNED UNIT DEFELDOWERS. AND

WHERE, THE OWNERSRETELOPERS DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDED FOR AN ORDERY DENELOWERT AND TO SENSINE ADMINISHED REPORT OF THE OWNERSDEVELOPERS. ITS SUCCESSIONS AND ASSESSION AND THE CITY OF BROKEN ARROW, CALADOM,

THEREFORE, THE CHARGESDEVELOPERS DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVERANTS WHICH SHALL BE COVERING SMITH IF ILVEN AND SHALL BE BRONG UPAN THE COMPENSIONED STANDERS TO SUCCESSOR AND SHALL BE PROPOSEDED. THE REVELOPMENT OF THREER RIDGE BUSINESS PRRYAMENDED SHALL BE SUBJECT TO THE PLANKED INIT DEPELOPMENT THE BROKEN ARROW ZONING GODE. AS SUCH PROVISIONS EXISTED ON MAY 16, 2021, OR AS MAY BE SUBSECURENTLY ARROW.

DEVELOPMENT STANDARDS - LOTS 2, 3, AND 4 OF BLOCK 1, BLOCK 2, AND BLOCK 3

2.1.1 HE SUBSECT LOTS ARE RECURSTED FOR THE PERMENT OF DEVINORMENTAL QUART. DECODES AND WITH REQUIRE DECOMPANY ZHANG GENN THE CHORGENET REQUIRE TO SELECT LOTS SHALL BE COCCERED BY THE CITY OF BEQUIRED TO SELECT LOTS SHALL BE COCCERED BY THE CITY OF BEQUIRED TO SELECT LOTS SHALL BE COCCERED BY THE CITY OF THE LISE AND DECLEDARBY REQUIRED SO THE LIDERARY: EXCEPT AS REQUIRED WITH MODIFIED.

SEE SECTION 2.4 2.1.3 MINIMUM BUILDING SETBACKS: FROM NORTH 45TH PLACE ABUTTING SAME DISTRICT 2.1.2 PERMITTED USES:

2.14 PARKING, AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE. 2.15 SIGNS' OF THE CITY OF BROKEN ARROW ZONING ORDNANCE. WITH 'SECTION 5.7 - SIGNS' OF THE CITY OF BROKEN ARROW ZONING ORDNANCE. FROM ABUTTING NON-RESIDENTIAL DISTRICT

2.15 FENCINO I SCREENING, AN APOOT DAVOUE, SCREENING FENCE SHALL BE INSTALLED, IN ACCORDANCE WITH SECTION STATE OF THE CITY OF BROCHER ARROWS AZANGE, ALNOW THE WIST DOLOMBRY OF LOTIS 4, S, AND BROCK A, NOT A RELOCA'S WHERE ARE THIS AGRICULTURAL DRESSIDENING, ZOMING, ABLOCK AS WELLER, ARE THIS AGRICULTURAL DRESSIDENING, ZOMING, TO A RELOCA 1. WHICH ARE ARE THE ARE THE ARE ARE THE ARE THE

2.2.1 THE SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE. DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED: 2.2 DEVELOPMENT STANDARDS - PART OF LOT 1, BLOCK 1 (PER APPROVED PUD) FROM INTERNAL STREET
SIDE YARD ABUTTING SAME DISTRICT
OFEET
SIDE VARD ABUTTING NOW-RESIDENTAL DISTRICT 20 FEET FROM NORTH 45TH PLACE - SIDE YARD FROM INTERNAL STREET 2.2.2 PERMITTED USES: 2.2.3 MINIMUM BUILDING SETBACKS:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.3.1 THE SUBJECT LOT SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREIMAFTER MODIFIED. 2.3 DEVELOPMENT STANDARDS - PART OF LOT 1, BLOCK 1 (PER APPROVED PUD) 2.3.2 PERMITTED USES: 2.3.3 MINIMUM BUILDING SETBACKS:

FROM INTERNAL STREET 20 FEET
SIDE VARO ABUTTING SAME DISTRICT 0 FEET
SIDE VARO ABUTTING NOA-RESIDENTIAL DISTRICT 20 FEET
REAR VARO ABUTTING RESSERVE 'B 0 FEET

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE. AS PROVIDED IN ACCORDANCE WITH 'SECTION 5.7 - SIGNS' OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

2.4 TABLE OF ALLOWED USES GOVERNMENT ADMINISTRATION AND CIVIC BUILDINGS MUNICIPAL OR COMMUNITY RECREATION CENTER PUBLIC SAFETY FACILITY OWER (INCLUDING ANY FACILITY WITH TOWER) FITNESS AND RECREATIONAL SPORTS CENTER GENERAL INDOOR RECREATION MAJOR ENTERTAINMENT FACILITY ANIMAL PET SHOP RETAL ANIMAL TRAINING SCHOOL KENNEL VETERINARY CLINIC / ANIMAL HOSPITAL VICRO FOOD AND BEVERAGE PRODUCTION GASOLINE SALES PARKING STRUCTURE VEHICLE SERVICE AND REPAIR, MAJOR VEHICLE SERVICE AND REPAIR, MINOR US AND PASSENGER TRAIN TERMINAL DFFICE, BUSINESS OR PROFESSIONAL RESEARCH LABORATORY DRY CLEANING AND LAUNDRY SERVICE COMMUNITY PLAYFIELDS AND PARKS GENERAL INDUSTRIAL SERVICE SOAT AND/OR RV STORAGE CAR WASH UTILITY FACILITY, MAJOR JTILITY FACILITY, MINOR RADE SCHOOL USE TYPE RECREATION AND ENTERTAINMENT, NDOOR ELECOMMUNICATION FACILITY RANSPORTATION ON FACILITY FOOD AND BEVERAGE SERVICE NIMAL SALES AND SERVICES /EHICLES AND EQUIPMENT PARKS AND OPEN SPACE 2.3.5 SIGN STANDARD. OMMUNITY SERVICE PERSONAL SERVICES NDUSTRIAL SERVICE JSE CATEGORY EDUCATION OFFICE

RECYCLING CENTER (OUTDOOR AND INDOOR) WASTE AND SALVAGE

MINI-STORAGE
MOTOR FREIGHT TERMINAL
OFFICE WAREHOUSE
STORAGE YARD

WAREHOUSE AND FREIGHT MOVEMENT

ASSEMBLY, LIGHT MANUFACTURING, LIGHT

AANUFACTURING AND PRODUCTION

MHOLESALE ESTABLISHMENT

SECTION III: PROPERTY OWNER ASSOCIATION

PERFORMED REBITTY WIND BY ACCORDINATE OF THE ESTE PURSES OF A ON THIN THIS REBURGES BROKESS. AMONGHIT CORPORATE RITH THE ACCORDINATE OF THE ACCORDINATE OF ACCORDINATION NOT. A NOWWIND THE SEPARATE PURSES OF THE ACCORDINATION NOT. AN OWN WIND THE SEPARATE PURSES OF THE ACCORDINATION REPRESENTED THE ACCORDINATION TO ACCORDINATE OF THE ACCORDINATION THE ACCORDINATION THE ACCORDINATION THE ACCORDINATION THE ACCORDINATION THE ACCORDINATION OF THE REBUTTO ALCO SEPARATE OF THE ACCORDINATION OF THE REED WIND FOR THE ACCORDINATION OF THE ESTE OF THE DATE OF PROCEEDING OF THE ESTE OF THE DATE OF PROCEDURAL OF THE DATE OF PROCEDURAL OF THE DATE OF THE DATE OF PROCEDURAL OF THE ESTE OF THE DATE OF PROCEDURAL OF THE DATE OF PROCEDURAL OF THE ESTE OF THE DATE OF PROCEDURAL OF THE DATE OF THE DATE OF PROCEDURAL OF THE ESTE OF THE DATE OF THE DATE OF PROCEDURAL OF THE DATE OF MEMBERSHIP IN TIMBER RIDGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.

DATE: 1296/2024
TIMBER RIDGE BUSINESS PARK: AMENDED
CONDITIONAL FINAL PLAT
CASE NO. PR.000171-2023 SHEET 2 OF 3

PLOT:12/9/24

# TIMBER RIDGE BUSINESS PARK - AMENDED

PUD 000723-2023

NOTARY PUBLIC

SECTORELLITY

INVADICATION CAN RESTRICTION SET FORTH-HEIGH, OR ANY PART THEREOF, BY AN ORDER, JUDOMENT, OR DECKEE OF

INVADICATION CAN RESTRICTION SET FORTH-HEIGH, ANY OF THE OTHER RESTRICTIONS OR ANY THEREOF

AS SET FORTH-HEIGH, WHEN-SHALL REJAIN IN FLL FORCE, AND EFFECT.

# CERTIFICATES OF OWNERSHIP

TIMBER WOLF EXCAVATING, LLC AN OKLAHOMA CORPORATION

YLER BARLOW, MANAGER

CKNOWLEDGMENT

STATE OF OKLAHOMA

HIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY IMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIMBILITY COM COUNTY OF TULSA

NY COMMISSION EXPIRES: NOTARY PUBLIC

N WITNESS WHEREOF, BLUE HOUSE MARKETING THIS DAY OF 2024. COMMISSION NUMBER:

BLUE HOUSE MARKETING GROUP, INC AN OKLAHOMA CORPORATION

HIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF MANAGER OF BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION. COUNTY OF TULSA

VY COMMISSION EXPIRES: COMMISSION NUMBER:

THIS INSTRUMENT WAS ACK HUSBAND AND WIFE. SHERRI HAMILTON, OWNER KIRK HAMILTON, OWNER STATE OF OKLAHOMA COUNTY OF TULSA

It wester reward to Wald, LOS DESCOURTED FOR A CALCRESS PROFESSOR, LAND SERVOR RESISTERED IN THE STATE OF COLOURS AND A CALCAGE. HER PROFESSOR AND A CALCAGE. THE PROFESSOR AND A CALCAGE. THE PROFESSOR AND A CALCAGE. THE STATE OF COLOURS AND A CALCAGE. A CALCAGE AND A CALCAGE. AND A CALCAGE. A CALCAGE AND A CALCAGE. A CA MY COMMISSION NUMBER: [SEAL] MY COMMISSION EXPIRES: CERTIFICATE OF SURVEY

STATE OF OKLAHOMA ) COUNTY OF TULSA ) ZOZECE WET THE UNDERGRADA, AND AND YEAR OF A NATION CHAPTER, THE OWING THE OWN CHAPTER OF THE CH

MY COMMISSION EXPIRES: COMMISSION NUMBER NOTARY PUBLIC

CERTIFICATE OF THE WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR \_\_\_\_\_\_A HEREIN LISTED TO BE DESIGNATED "TIMBER RIDGE BUSINESS PARK - AMENDED"

CERTIFICATE OF THE WAGONER COUNTY CLERK

I, WAGONER COUNTY CLERK, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "TIMBER RIDGE BUSINESS PARK - AMENDED" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

STATE OF OKLAHOMA

N 88°40'32" E

~XXXX~

-EXISTING 45' STORM SEWER & OVERLAND

DRAINAGE EASMENT

W/ACCESS

17.50' SANITARY

SEWER EASEMENT

(BK. 1611, PG. 700)

EXISTING -17.50' U/E Road C

140.00'

~XXXX~

Timber Ridge

Business Park

106.09'

140.00'

25' B/L

~XXXX~

S 88°40'32" W

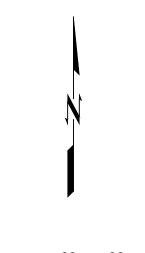
S 88°40'32" W

~XXXX~

80' MUTUAL ACCESS & —

15' U/E —

UTILITY EASEMENT



PRELIMINARY PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

A RESUBDIVISION OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK 1, TIMBER RIDGE BUSINESS PARK, BEING A PART OF THE W/2 OF THE NE/4 OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

# PUD 000723-2023

#### OWNERS:

Timber Wolf Excavating, LLC
520 North 45th Place
Broken Arrow, Oklahoma, 74014
CONTACT: TYLER BARLOW

Kirk & Sherri Hamilton 8112 South Winwood Lane Broken Arrow, Oklahoma, 74014 CONTACT: KIRK OR SHERRI HAMILTON

Blue House Marketing Group, Inc.
520 West Main Street
Broken Arrow, Oklahoma, 74014
CONTACT: DANIELLE COCKRELL

**CURVE TABLE** 

39.32' | 25.00' | 90°07'15" | S46°15'51"E |

39.22' | 25.00' | 89°52'45" | N43°44'09"E |

39.32' | 25.00' | 90°07'15" | S46°15'51"E |

39.22' | 25.00' | 89°52'45" | S43°44'09"W | 35.32'

#### **ENGINEER:**

Wallace Design Collective, PC

123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2023
A. NICOLE WATTS, P.E.
nicole.watts@wallace.design

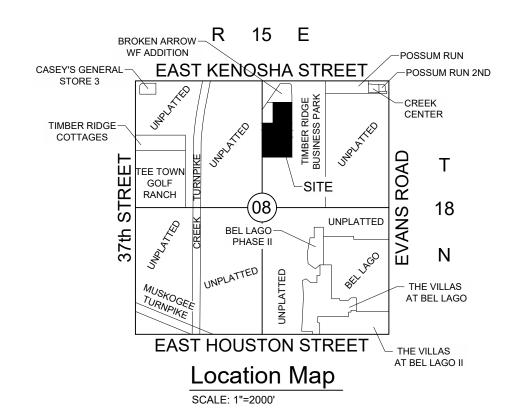
#### SURVEYOR:

Wallace Design Collective, PC

123 North Martin Luther King Jr Blvd.

Tules, Oklahama, 74103

Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2023
R. WADE BENNETT, PLS 1556
wade.bennett@wallace.design



#### CHORD CHORD Lot# LENGTH RADIUS DELTA Area BEARING DISTANCE (CB) (CD) 26,557.64 39.22' | 25.00' | 89°52'45" | \$43°44'09"W | 35.32' 2 25,793.33 27.68' | 135.00' | 11°44'50" | S04°40'12"W | 15.38' | 75.00' | 11°44'50" | N04°40'12"E | 15.35' 20.50' | 100.00' | 11°44'50" | S04°40'12"W | 20.47' 25.63' | 125.00' | 11°44'50" | N04°40'12"E |

LINE TABLE									
INE#	LENGTH	BEARING							
L1	17.04'	S 01°12'13" E							
L2	59.72'	S 88°47'47" W							
L3	42.00'	N 01°19'28" W							
L4	17.60'	S 88°47'47" W							
L5	17.61'	N 88°47'47" E							
L6	42.00'	N 01°19'28" W							
L7	60.03'	N 88°47'47" E							
L8	16.96'	S 01°12'13" E							

)
)

Lot Area Table (Block 1)

0.61

# LEGEN

B/L = BUILDING SETBACK
BK. = BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
ESMT. = EASEMENT
U/E = UTILITY EASEMENT
P.O.B. = POINT OF BEGINNING

~XXXX~ ADDRESS

# .\_\_\_.

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS SIXTEEN (16) LOT IN THREE (3) BLOCKS.
SUBDIVISION CONTAINS 611,038 SF (14.03 ACRES)

# MONUMENTATION

3/8" IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

# **BENCHMARK**

3/8" IRON PIN IN PAVEMENT AT CENTERLINE OF NORTH 45TH PLACE R/W EAST OF LOT 10, BLOCK 1, TIMBER RIDGE BUSINESS PARK NORTHING=393561.69 EASTING=2638589.47 ELEV=652.04

# BASIS OF BEARINGS

HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501. VERTICAL DATUM NAVD 1988

# 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

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 40145C0115J, WITH A MAP REVISION DATE OF SEPTEMBER 30, 2016, FOR WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS SHOWS NO FLOODPLAIN ON SUBJECT PROPERTY

# DATE OF SURVEYOR'S LAST SITE VISIT:

DECEMBER 8, 2022

APPROVED\_\_\_\_\_\_by the City
Council of the City of Broken Arrow,
Oklahoma,

Mayor

Attest: City Clerk

DATE: 5/19/2023
TIMBER RIDGE BUSINESS PARK - AMENDED
PRELIMINARY PLAT
CASE NO. PTXXXXXX SHEET 1 OF 3

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION NO.: DD050123-28

# 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 ORDINACE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.

ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

# PRELIMINARY PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

# PUD 000723-2023

#### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

#### KNOW ALL MEN BY THESE PRESENTS:

THAT TIMBER WOLF EXCAVATING, LLC, KIRK AND SHERRI HAMILTON, AND BLUE HOUSE MARKETING GROUP INCORPORATED HEREINAFTER REFERRED TO AS THE "OWNERS/DEVELOPERS" ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

TIMBER RIDGE BUSINESS PARK LOTS 7, 8, 9, AND 10, BLOCK 1.

OWNERS/DEVELOPERS HAVE CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SIXTEEN (16) LOTS AND THREE (3) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAVE DESIGNATED THE SUBDIVISION AS 'TIMBER RIDGE BUSINESS PARK - AMENDED', A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

#### **SECTION I: STREETS, EASEMENTS AND UTILITIES**

#### 1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNERS/DEVELOPERS DO HEREBY DEDICATE FOR PUBLIC USE THE STREET AS DEPICTED ON THE ACCOMPANYING PLAT: AND DO FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTILITY EASEMENT OR "U/E". FOR THE SEVERAL PURPOSES OF CONSTRUCTING. MAINTAINING. OPERATING. REPAIRING. REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERE TO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNERS/DEVELOPERS HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG THE PUBLIC STREET AND THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNERS/DEVELOPERS HEREIN IMPOSE A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNERS/DEVELOPERS AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES PARKING AREAS, CURBING AND LANDSCAPING OR OTHER SIMILAR IMPROVEMENTS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 1.2 UNDERGROUND SERVICE

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

# 1.3 WATER AND SEWER SERVICE

- 1.3.1 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS
- 1.3.2 WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE
- 1.3.3 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 1.3.4 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- 1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 1.3 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

# 1.4 SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.4 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

# 1.5 PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF, OR MAINTENANCE TO, THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT THE CITY OF BROKEN ARROW OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "TIMBER RIDGE BUSINESS PARK - AMENDED" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (TITLED PUD NO. 723) AS PROVIDED WITHIN SECTION 6.4 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA (ORDINANCE NO. 2931) AS AMENDED AND EXISTING ON MAY 16, 2023 (HEREINAFTER THE "BROKEN ARROW ZONING ORDINANCE"), WHICH PUD NO. 723 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 27, 2023 AND APPROVED BY THE CITY OF BROKEN ARROW CITY COUNCIL, ON MAY 16, 2023; AND

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

WHEREAS, THE OWNERS/DEVELOPERS DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDED FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS/DEVELOPERS, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA;

THEREFORE, THE OWNERS/DEVELOPERS DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/DEVELOPERS, ITS SUCCESSOR AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

THE DEVELOPMENT OF "TIMBER RIDGE BUSINESS PARK-AMENDED" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AS SUCH PROVISIONS EXISTED ON MAY 16, 2023, OR AS MAY BE SUBSEQUENTLY AMENDED.

#### 2.1 DEVELOPMENT STANDARDS - LOTS 4, 5, AND 6/BLOCK 1, BLOCK 2, AND BLOCK 3

2.1.1 THE SUBJECT LOTS ARE REGULATED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) AND WILL REQUIRE DEQ APPROVAL BEFORE ANY DEVELOPMENT IS POSSIBLE. SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED.

2.1.	2 PERMITTED USES:	SEE SECTION 2.4
2.1.	3 MINIMUM BUILDING SETBACKS:	
	FROM NORTH 45TH PLACE	30 FEET
	FROM INTERNAL STREET	25 FEET
	ABUTTING SAME DISTRICT	0 FEET
	FROM ABUTTING NON-RESIDENTIAL DISTRICT	20 FEET

- 2.1.4 PARKING: AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
- 2.1.5 SIGN STANDARD: AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 SIGNS" OF THE CITY OF BROKEN ARROW ZONING
- 2.1.6 FENCING / SCREENING: AN 8-FOOT OPAQUE, SCREENING FENCE SHALL BE INSTALLED, IN ACCORDANCE WITH SECTION 5.2.E.2.C OF THE CITY OF BROKEN ARROW ZONING ORDINANCE, ALONG THE WEST BOUNDARY OF LOTS 4, 5, AND 6/BLOCK 1 AND LOT 4/BLOCK 3 WHERE ABUTTING AGRICULTURAL OR RESIDENTIAL ZONING.

#### 2.2 DEVELOPMENT STANDARDS - LOTS 1 AND 2/BLOCK 1

2.2.1 THE SUBJECT LOTS SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT. EXCEPT AS HEREINAFTER MODIFIED:

2.2.2	PERMITTED USES:	SEE SECTION 2
2.2.3	MINIMUM BUILDING SETBACKS:	
	FROM NORTH 45TH PLACE - SIDE YARD	25 FEET
	FROM INTERNAL STREET	25 FEET
	SIDE YARD ABUTTING SAME DISTRICT	0 FEET
	SIDE YARD ABUTTING NON-RESIDENTIAL DISTRICT	20 FEET
	REAR YARD	20 FEET

# PARKING:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

# SIGN STANDARD:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 - SIGNS" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

# 2.3 DEVELOPMENT STANDARDS - LOT 3/BLOCK 1

2.3.1 THE SUBJECT LOT SHALL BE GOVERNED BY THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS HEREINAFTER MODIFIED:

2.3.2 PERMITTED USES: SEE SECTION 2.4

2.3.3 MINIMUM BUILDING SETBACKS:

FROM INTERNAL STREET 20 FEET
SIDE YARD ABUTTING SAME DISTRICT 0 FEET
SIDE YARD ABUTTING NON-RESIDENTIAL DISTRICT 20 FEET
REAR YARD ABUTTING RESERVE 'B' 0 FEET

# 2.3.4 PARKING:

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.4 - OFF STREET PARKING AND LOADING" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

# 2.3.5 SIGN STANDARD:

EDUCATION

AS PROVIDED IN ACCORDANCE WITH "SECTION 5.7 - SIGNS" OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.

# 2.4 TABLE OF ALLOWED USES

TRANSPORTATION ON FACILITY

USE TYPE

COMMUNITY SERVICE

GOVERNMENT ADMINISTRATION AND CIVIC BUILDINGS

MUNICIPAL OR COMMUNITY RECREATION CENTER

PUBLIC SAFETY FACILITY

PARKS AND OPEN SPACE COMMUNITY PLAYFIELDS AND PARKS

TELECOMMUNICATION FACILITY TOWER (INCLUDING ANY FACILITY WITH TOWER)

TRADE SCHOOL

BROADCASTING OR RECORDING STUDIO, (NO TOWER)
TRANSMITTING STATION (NO TOWER)

BUS AND PASSENGER TRAIN TERMINAL HELIPORT

UTILITY UTILITY FACILITY, MAJOR

UTILITY FACILITY, MINOR

ANIMAL SALES AND SERVICES ANIMAL PET SHOP

RETAIL ANIMAL TRAINING SCHOOL KENNEL
VETERINARY CLINIC / ANIMAL HOSPITAL

FOOD AND BEVERAGE SERVICE MICRO FOOD AND BEVERAGE PRODUCTION

OFFICE OFFICE, BUSINESS OR PROFESSIONAL

INDOOR

RECREATION AND ENTERTAINMENT, FITNESS AND RECREATIONAL SPORTS CENTER

GENERAL INDOOR RECREATION

RESEARCH LABORATORY

MAJOR ENTERTAINMENT FACILITY

PERSONAL SERVICES DRY CLEANING AND LAUNDRY SERVICE

VEHICLES AND EQUIPMENT BOAT AND/OR RV STORAGE

CAR WASH
GASOLINE SALES
PARKING STRUCTURE

VEHICLE SERVICE AND REPAIR, MAJOR VEHICLE SERVICE AND REPAIR, MINOR

INDUSTRIAL SERVICE GENERAL INDUSTRIAL SERVICE

MANUFACTURING AND PRODUCTION ASSEMBLY, LIGHT MANUFACTURING, LIGHT

MOTOR FREIGHT TERMINAL OFFICE WAREHOUSE STORAGE YARD

WAREHOUSE

MINI-STORAGE

WHOLESALE ESTABLISHMENT

WASTE AND SALVAGE RECYCLING CENTER (OUTDOOR AND INDOOR)

# SECTION III: PROPERTY OWNER ASSOCIATION

WAREHOUSE AND FREIGHT

**MOVEMENT** 

3.1 MEMBERSHIP IN TIMBER RIDGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN "TIMBER RIDGE BUSINESS PARK - AMENDED" SHALL BE A MEMBER OF "TIMBER RIDGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.", A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "ASSOCIATION"). MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

# SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

# 4.1 ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/DEVELOPERS, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FOR THE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE 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 INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE OWNERS OF THE LAND WITHIN "TIMBER RIDGE BUSINESS PARK-AMENDED". IF THE UNDERSIGNED OWNERS/DEVELOPERS, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ANY OWNER OF A PART OF THE LAND WITHIN "TIMBER RIDGE BUSINESS PARK-AMENDED" 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. IN ANY JUDICIAL ACTION BROUGHT BY AN OWNER OF A PART OF THE LAND WITHIN "TIMBER RIDGE BUSINESS PARK - AMENDED" WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

# 4.2 <u>DUR</u>ATION

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.

# .3 <u>AMENDMENT</u>

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

# 4.4 <u>SEVERABILITY</u>

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.

DATE: 5/19/2023 TIMBER RIDGE BUSINESS PARK - AMENDED PRELIMINARY PLAT

CASE NO. PTXXXXXX SHEET 2 OF 3

# PRELIMINARY PLAT

# TIMBER RIDGE BUSINESS PARK - AMENDED

PUD 000723-2023

	CERTIFICATES OF OWNERSHIP
	F,TIMBER WOLF EXCAVATING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS DAY OF 2023.
TIMBER WOLF EXCAVA	TING, LLC
AN OKLAHOMA CORPO	
TYLER BARLOW, MANA	
	ACKNOWLEDGMENT
STATE OF OKLAHOMA	
	) SS:
COUNTY OF TULSA	
	S ACKNOWLEDGED BEFORE ME THIS DAY OF, 2023, BY TYLER BARLOW, AS MANAGER OF TING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.
NOTARY PUBLIC	
MY COMMISSION EXPIR	RES:
MY COMMISSION NUMB	BER:
	[SEAL]
IN TAKE	DUIE HOUSE MARKETING OROUG INC. IN OUR WOOD TO THE TOTAL TO THE
IN WITNESS WHEREOF THIS DAY OF	, BLUE HOUSE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMEN 2023.
BLUE HOUSE MARKETII AN OKLAHOMA CORPO	
DANIELLE COCKRELL, M	MANAGER
	<u>ACKNOWLEDGMENT</u>
STATE OF OKLAHOMA	) )SS:
COUNTY OF TULSA	)
THIS INSTRUMENT W/	AS ACKNOWLEDGED BEFORE ME THIS DAY OF, 2023, BY DANIELLE COCKRELL, A
	USE MARKETING GROUP, INC., AN OKLAHOMA CORPORATION.
NOTARY PUBLIC	
MY COMMISSION EXPIR	RES:
MY COMMISSION NUMB	BER:
	[SEAL]
IN WITNESS WHEREOF, 2023.	, KIRK AND SHERRI HAMILTON , HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THIS DAY O
KIRK HAMILTON, OWNE	 R
 SHERRI HAMILTON, OW	/NER
STILL VIVI FINIVILLE OIN, OVV	
	ACKNOWLEDGMENT
STATE OF OKLAHOMA	)
COUNTY OF TULSA	) SS: )
THIS INSTRUMENT WAS HUSBAND AND WIFE.	S ACKNOWLEDGED BEFORE ME THIS DAY OF, 2023, BY KIRK AND SHERRI HAMILTON A
NOTARY PUBLIC	
MY COMMISSION EXPIR	RES:
MY COMMISSION NUMB	BER: [SEAL]

#### CERTIFICATE OF SURVEY

I, R. WA	DE BENNI	=11, OF W	ALLACE DE	-SIGN COL	LECTIVE,	PC, A LI	CENSED	PROFESSI	onal Lani	) SURVEY	OR REGIS	STERED IN	IHE
STATE	OF OKLAH	OMA, HERI	EBY CERT	IFY THAT I	HAVE CA	REFULLY	AND ACC	URATELY	SURVEYE	D, SUBDIV	IDED, AND	PLATTED 7	THE
TRACT	OF LAND [	DESCRIBED	ABOVE, A	ND THAT	ГНЕ АССО	MPANYIN	G PLAT D	<b>ESIGNATE</b>	D HEREIN A	AS TIMBEI	R RIDGE B	USINESS PA	٩RK
- AMENI	DED, A SUI	BDIVISION	IN THE CIT	Y OF BRO	KEN ARRO	)W, WAGO	ONER COL	JNTY, STA	TE OF OKL	ahoma, is	S A REPRE	SENTATION	I OF
THE SU	RVEY MAD	DE ON THE	GROUND	USING GE	NERALLY	<b>ACCEPTE</b>	ED LAND S	SURVEYIN	G PRACTIC	ES AND N	MEETS OR	EXCEEDS 7	THE
OKLAHO	OMA MINIM	IUM STAND	ARDS FOR	R THE PRA	CTICE OF I	LAND SUF	RVEYING A	AS ADOPTI	ED.				

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_, 2023.

R. WADE BENNETT R. WADE BENNETT LICENSED PROFESSIONAL LAND SURVEYOR

#### <u>ACKNOWLEDGMENT</u>

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED R. WADE 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:
[SEAL]

STATE OF OKLAHOMA )

# CERTIFICATE OF THE WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR \_\_\_\_\_ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED "TIMBER RIDGE BUSINESS PARK - AMENDED".

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

# CERTIFICATE OF THE WAGONER COUNTY CLERK

I, WAGONER COUNTY CLERK, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "TIMBER RIDGE BUSINESS PARK - AMENDED" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED_	by the City
Council of the City of Broke	n Arrow,
Oklahoma,	

Attest: City Clerk

DATE: 5/19/2023
TIMBER RIDGE BUSINESS PARK - AMENDED
PRELIMINARY PLAT
CASE NO. PTXXXXXXX SHEET 3 OF 3

CONCEPTUAL IMPROVEMENTS PLAN

# TIMBER RIDGE BUSINESS PARK - AMENDED

A RESUBDIVISION OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK 1, TIMBER RIDGE BUSINESS PARK, BEING A PART OF THE W/2 OF THE NE/4 OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

# PUD 000723-2023

Timber Wolf Excavating, LLC
520 North 45th Place
Broken Arrow, Oklahoma, 74014
CONTACT: TYLER BARLOW

**OWNERS:** 

Kirk & Sherri Hamilton 8112 South Winwood Lane Broken Arrow, Oklahoma, 74014 CONTACT: KIRK OR SHERRI HAMILTON

Blue House Marketing Group, Inc.
520 West Main Street
Broken Arrow, Oklahoma, 74014
CONTACT: DANIELLE COCKRELL

#### ENGINEER:

Wallace Design Collective, PC

123 North Martin Luther King Jr Blvd.

Tulsa, Oklahoma, 74103

Phone: (918) 584-5858

OK CA NO. 1460, EXPIRES 6/30/2023

OK CA NO. 1460, EXPIRES 6/30/2023

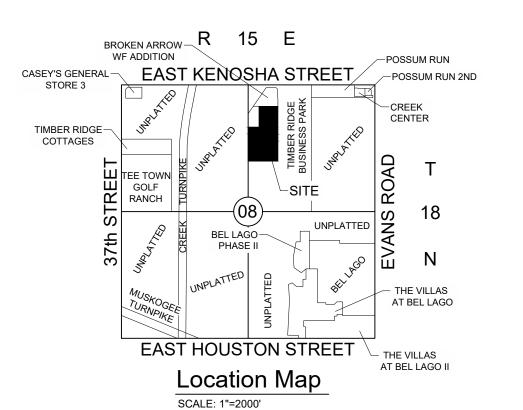
A. NICOLE WATTS, P.E.
nicole.watts@wallace.design

# SURVEYOR:

Wallace Design Collective, PC

123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2023
R. WADE BENNETT, PLS 1556

wade.bennett@wallace.design



# LEGEND

B/L = BUILDING SETBACK
BK. = BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
ESMT. = EASEMENT

U/E = UTILITY EASEMENT

EXISTING WATER

PROPOSED WATER

EXISTING SANITARY SEWER

PROPOSED SANITARY SEWER

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION NO.: DD050123-28

# BACKFLOW PREVENTER NOTE

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHAL 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 ORDINACE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.

ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

DATE: 5/19/2023
TIMBER RIDGE BUSINESS PARK - AMENDED
CONCEPTUAL IMPROVEMENTS PLAN
CASE NO. PTXXXXXX SHEET 1 OF 1



#### City of Broken Arrow

#### **Request for Action**

File #: 25-490, Version: 1

# Broken Arrow Planning Commission 04-10-2025

To: Chairman and Commission Members From: Community Development Department

Title:

Approval of PR-000741-2025|PT-002068-2025, Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential),

located one-quarter mile north of Washington Street (91st Street), one-eighth mile

west of 23<sup>rd</sup> Street (193<sup>rd</sup> E. Avenue/County Line Road)

**Background:** 

**Applicant:** Mikel Vanover, Olsson, Inc.

Owner: Dave Cocolin, Eagle 1 Investments

**Developer:** N/A

**Engineer:** Mikel Vanover & Austin Mayes, Olsson, Inc.

**Location:** One-quarter mile north of Washington Street, one-eighth mile west of 23rd Street

**Size of Tract** 28.67 acres

**Number of Lots:** 113

**Present Zoning:** A-1 (Agricultural)

**Proposed Zoning:** RS-4 (Single Family Residential) **Comp Plan:** Level 2 (Urban Residential)

PT-002068-2025, the conditional final plat for Brook Chase Phase III, contains 113 lots on 28.67 acres. This property, which is located west of 23rd Street (193rd Avenue/County Line Road) and north of Washington Street (91st Street), has been approved for rezoning from A-1 (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. A portion of the proposed plat also provides land designated as reserve areas which can serve as stormwater detention and be used for neighborhood amenities. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase I.

According to FEMA maps, the eastern portion of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on April 1, 2025, where the stakeholders did not have any comments.

**Attachments:** Checklist

#### File #: 25-490, Version: 1

Conditional Final Plat

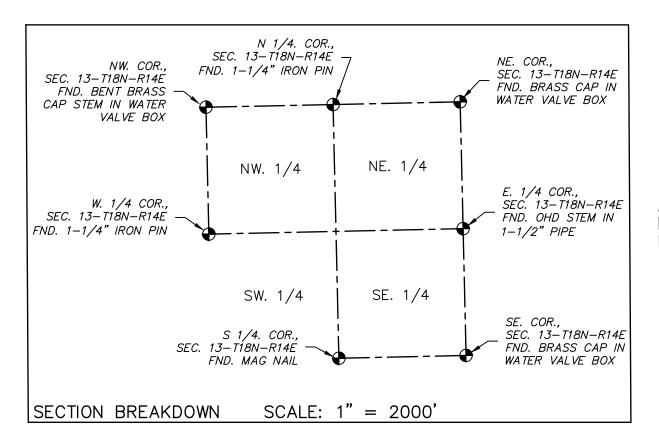
#### **Recommendation:**

Staff recommends PR-000741-2024|PT-002068-2025, conditional final plat for Brook Chase Phase III, be approved subject to the attached checklist.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

**MEH** 



# OWNER: EAGLE I INVESTMENTS, LLC

DAVE COCOLIN, MANAGER P.O. BOX 472106 TULSA, OK 74147 918-629-9671 EMAIL: DAVE@PARADIGMTULSA.COM

# **ENGINEER:**

OLSSON, INC AUSTIN MAYES, PE OK C.A. No. 2483 (PE/LS) EXPIRES JUNE 30, 2025 1717 S. BOULDER AVE., STE 600 TULSA, OK 74119 918-376-4294 EMAIL: AMAYES@OLSSON.COM

# SURVEYOR:

OLSSON, INC. DARREL RAY MASON, OKPLS 1690 OK C.A. NO. 2483 (PE/LS) EXPIRES JUNE 30, 2025 11600 BROADWAY EXTENSION, SUITE 300 OKLAHOMA CITY, OK 73114 405-242-6000 EMAIL: DMASON@OLSSON.COM

# ZONING REQUIREMENTS

CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 6,500 S.F. MIN. LOT AREA: MIN. FRONT BUILDING SETBACK: MIN. SIDE YARD SETBACK (BOTH): 10' MIN. SIDE YARD SETBACK (ONE): 5' 20' MIN. REAR YARD SETBACK: MAX. HEIGHT:

PLAT DATA

SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS

TOTAL AREA = 1,248,763.54 SF (28.67 AC)

**UTILITY NOTES:** 

WATER SERVICE BY CITY OF BROKEN ARROW. SANITARY SERVICE BY CITY OF BROKEN ARROW.

# FLOOD ZONE

FEMA MAP NUMBER 40143C0392L, PANEL NUMBER 0392L ZONE X AND ZONE AE MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA S88°45'03"W

BENCHMARK BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM

CAP-FLUSH-STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83 NORTHING: 383229.887 EASTING: 2630291.884 VERTICAL DATUM: NAVD 88 ELEV. 670.307

25.00

090°05'06"

39.31

N43°43'48"E

35.38

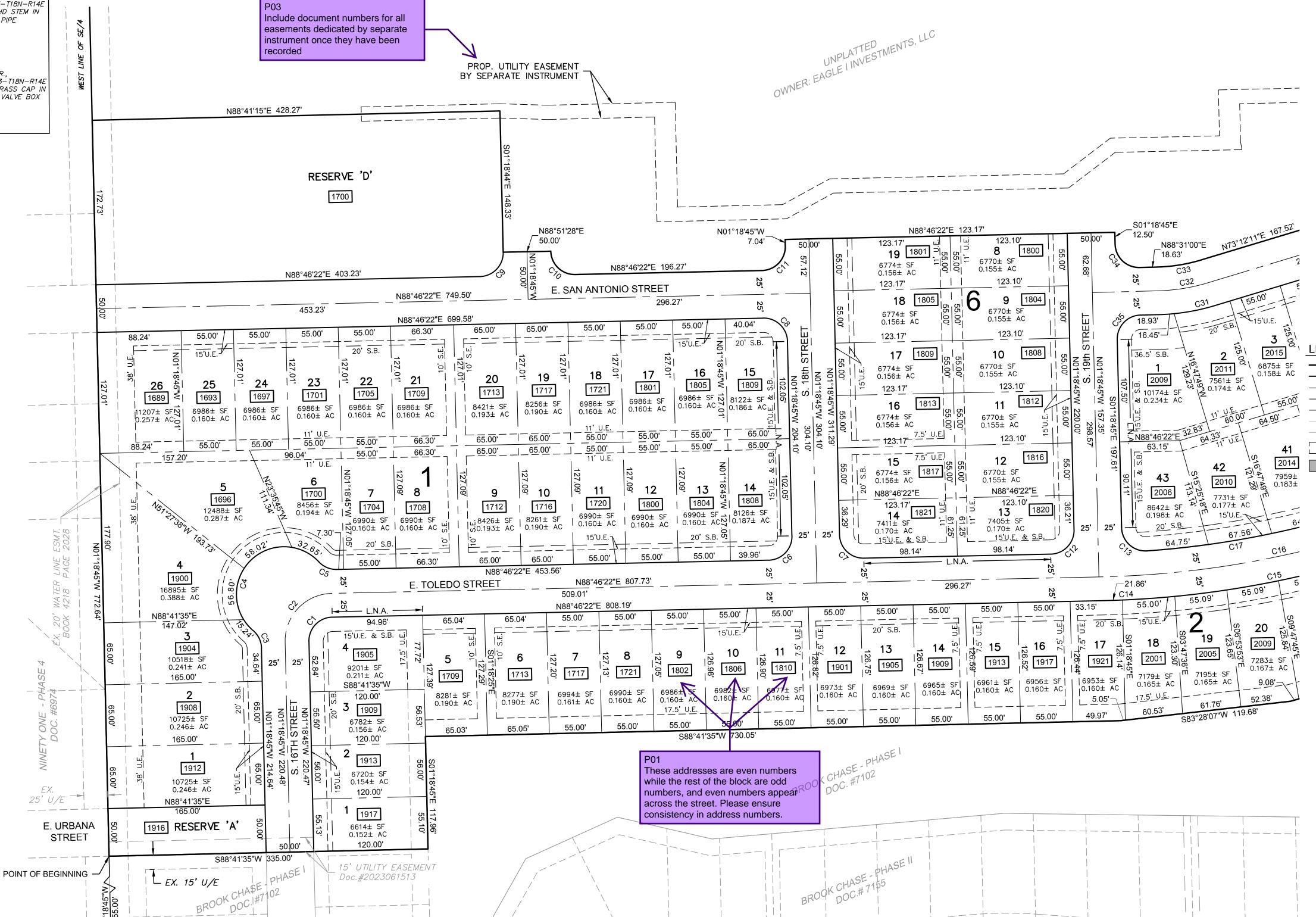
C24

25.00

048°11'23"

# CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

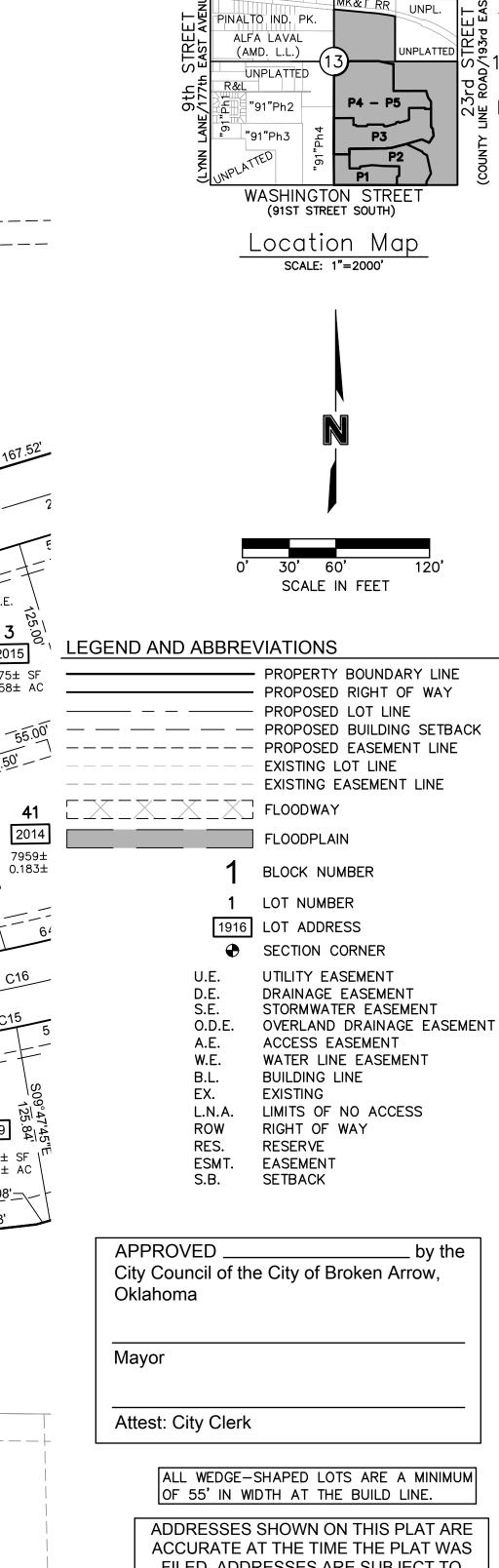


	1	N01 6	1			1	/ /		`	1 1	!			1	i i	+	i I '
									CURVE TAI	BLE							
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30

21.03

S25°24'26"E

20.41



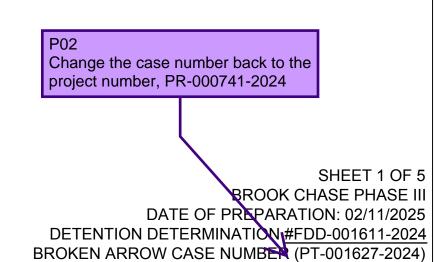
R 14 E (81ST STREET SOUTH)

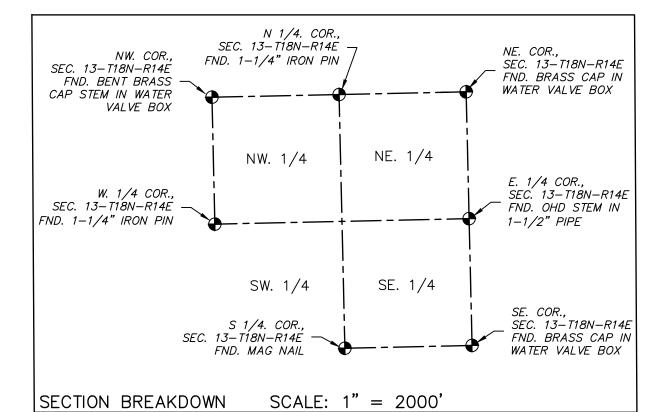
HOUSTON STREÉT

TWIN CITIES READY MIX

OF 55 IN WIDTH AT THE BUILD LINE.
ADDRESSES SHOWN ON THIS PLAT ARE
ACCURATE AT THE TIME THE PLAT WAS
FILED. ADDRESSES ARE SUBJECT TO
OHANGE AND OHOUR DINEYED BE DELIED

CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.





# OWNER: EAGLE I INVESTMENTS, LLC

DAVE COCOLIN, MANAGER P.O. BOX 472106 TULSA, OK 74147 918-629-9671 EMAIL: DAVE@PARADIGMTULSA.COM

# **ENGINEER:** OLSSON, INC

AUSTIN MAYES, PE OK C.A. No. 2483 (PE/LS) EXPIRES JUNE 30, 2025 1717 S. BOULDER AVE., STE 600 TULSA, OK 74119 918-376-4294 EMAIL: AMAYES@OLSSON.COM

# SURVEYOR: OLSSON, INC.

DARREL RAY MASON, OKPLS 1690 OK C.A. NO. 2483 (PE/LS) EXPIRES JUNE 30, 2025 11600 BROADWAY EXTENSION, SUITE 300 OKLAHOMA CITY, OK 73114 405-242-6000 EMAIL: DMASON@OLSSON.COM

#### **ZONING REQUIREMENTS** CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 6,500 S.F. MIN. LOT AREA: MIN. FRONT BUILDING SETBACK: MIN. SIDE YARD SETBACK (BOTH): 10' MIN. SIDE YARD SETBACK (ONE): 5' 20' MIN. REAR YARD SETBACK: MAX. HEIGHT:

PLAT DATA

SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS

TOTAL AREA = 1,248,763.54 SF (28.67 AC)

**UTILITY NOTES:** 

WATER SERVICE BY CITY OF BROKEN ARROW. SANITARY SERVICE BY CITY OF BROKEN ARROW.

# FLOOD ZONE

FEMA MAP NUMBER 40143C0392L, PANEL NUMBER 0392L ZONE X MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS

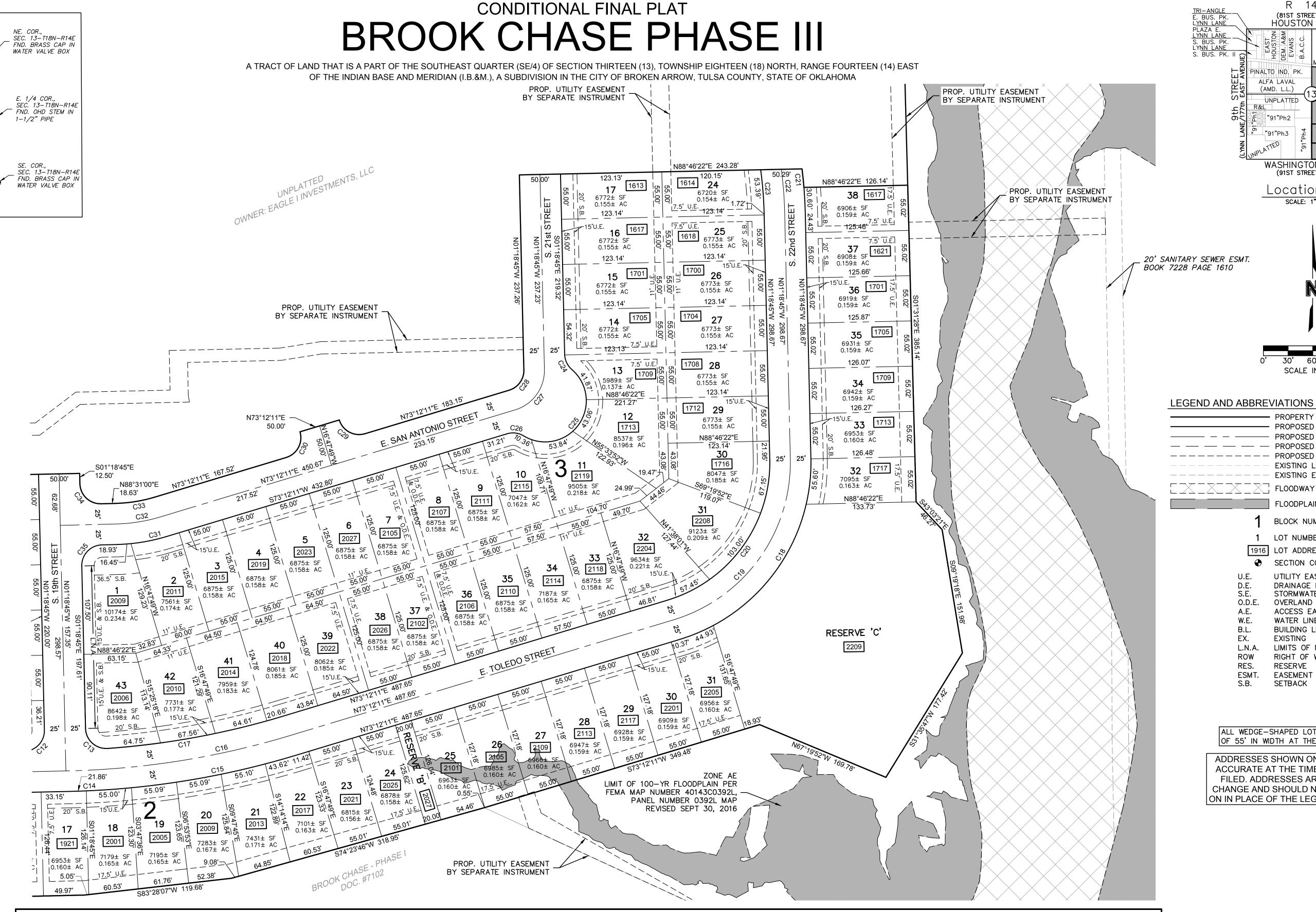
OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA S88°45'03"W

BENCHMARK

BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83 NORTHING: 383229.887 EASTING: 2630291.884 VERTICAL DATUM: NAVD 88 ELEV. 670.307



									CURVE TAE	BLE							
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

SHEET 2 OF 5 **BROOK CHASE PHASE III** DATE OF PREPARATION: 02/11/2025 DETENTION DETERMINATION #FDD-001611-2024 BROKEN ARROW CASE NUMBER (PT-001627-2024)

R 14 E

(81ST STREET SOUTH)

HOUSTON STREET

(91ST STREET SOUTH)

Location Map

SCALE: 1"=2000'

SCALE IN FEET

- PROPERTY BOUNDARY LINE

PROPOSED RIGHT OF WAY

— PROPOSED BUILDING SETBACK

EXISTING EASEMENT LINE

PROPOSED LOT LINE

---- PROPOSED EASEMENT LINE EXISTING LOT LINE

BLOCK NUMBER

LOT NUMBER

SECTION CORNER

DRAINAGE EASEMENT

ACCESS EASEMENT

BUILDING LINE

RIGHT OF WAY

ALL WEDGE-SHAPED LOTS ARE A MINIMUM

ADDRESSES SHOWN ON THIS PLAT ARE

ACCURATE AT THE TIME THE PLAT WAS

FILED. ADDRESSES ARE SUBJECT TO

CHANGE AND SHOULD NEVER BE RELIED

ON IN PLACE OF THE LEGAL DESCRIPTION.

OF 55' IN WIDTH AT THE BUILD LINE.

**EXISTING** 

RESERVE

EASEMENT

SETBACK

EX.

WATER LINE EASEMENT

LIMITS OF NO ACCESS

STORMWATER EASEMENT

OVERLAND DRAINAGE EASEMENT

U.E. UTILITY EASEMENT

1916 LOT ADDRESS

ALFA LAVAL

(AMD. L.L.)

UNPLATTE

TWIN CITIES READY MIX

UNPL.

# BROOK CHASE PHASES III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

#### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

#### KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS

#### COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION THIRTEEN (13);

THENCE NORTH 01°18'45" WEST ALONG THE WESTERN LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 665.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°18'45" WEST, CONTINUING ALONG SAID WESTERN LINE, A DISTANCE OF 772.64 FEET; THENCE NORTH 88°41'15" EAST A DISTANCE OF 428.27 FEET; THENCE SOUTH 01°18'44" EAST, A DISTANCE OF 148.33 FEET; THENCE NORTH 88°51'28" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.23 FEET, A CHORD DISTANCE OF 35.33 FEET, AND A CHORD BEARING OF SOUTH 46°16'12" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 196.27 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.31 FEET, A CHORD DISTANCE OF 35.38 FEET, AND A CHORD BEARING OF NORTH 43°43'48" EAST; THENCE NORTH 01°18'45" EAST, A DISTANCE OF 7.04 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 123.17 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 12.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.34 FEET, A CHORD DISTANCE OF 35.41 FEET, AND A CHORD BEARING OF SOUTH 46°23'52" EAST; THENCE NORTH 88°31'00" EAST, A DISTANCE OF 18.63 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 46.77 FEET A CHORD DISTANCE OF 46.63 FEET, AND A CHORD BEARING OF NORTH 80°51'35" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 167.52 FEET: THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET. AN ARC DISTANCE OF 39.27 FEET. A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 28°12'11" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 61°47'49" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 183.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF NORTH 35°56'43" EAST; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 237.26 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 243.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 53.30 FEET, A CHORD DISTANCE OF 53.28 FEET, AND A CHORD BEARING OF SOUTH 04°12'56" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 126.14 FEET; THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 385.14 FEET; THENCE SOUTH 43°03'21" EAST, A DISTANCE OF 46.27 FEET; THENCE SOUTH 09°19'18" EAST, A DISTANCE OF 151.98 FEET; THENCE SOUTH 31°35'47" WEST, A DISTANCE OF 177.42 FEET; THENCE NORTH 67°19'52" WEST, A DISTANCE OF 169.78 FEET; THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 349.48 FEET; THENCE SOUTH 74°23'46" WEST, A DISTANCE OF 318.95 FEET; THENCE SOUTH 83°28'07" WEST, A DISTANCE OF 119.68 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 730.05 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 117.96 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,248,763.54 SQUARE FEET OR 28.67 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE III', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE III"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

#### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

# B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- 3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
- 4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- 5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- C. WATER AND SEWER SERVICE
- 1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED
- 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- 3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- 7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

#### D. 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 EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
- 2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- 3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- E. SURFACE DRAINAGE

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 STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

#### F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- 1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- 2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- 3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- 2. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

BROKEN ARROW ZONING ORDINANCE.

- 1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF
- 2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
- 3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
- 4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS
- ASSOCIATION.

  5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE
- PLANS ARE SUBMITTED FOR REVIEW.

  H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREAS 'A' IN BROOK CHASE PHASE III IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

# SECTION II. DEVELOPMENT RESTRICTIONS

- A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.
- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- 2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- 3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- 4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- 5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- 6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- 7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- 8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- 9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- 10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- 11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.
- . DEFINITIONS
- 1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- 2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- 3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

- 4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- 5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- 6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- 7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- 8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
- 9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- 10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- 11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- 12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- 13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION
- C. ARCHITECTURAL CONTROL COMMITTEE PLAN REVIEW:
- 1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- 2. THE ARCHITECTURAL CONTROL 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 SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED 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, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- 3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- 4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
- 5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
- 6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

SHEET 3 OF 5
BROOK CHASE PHASE III
DATE OF PREPARATION: 02/11/2025
DETENTION DETERMINATION #FDD-001611-2024
BROKEN ARROW CASE NUMBER (PT-001627-2024)

# **BROOK CHASE PHASE III**

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- 7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
- 8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
- 9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT. AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER. SALE OR ASSIGNMENT: ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
- 10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES. AND WITH REASONABLE NOTICE. ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
- 11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
- 12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
- 13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
- 1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
- 2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
- 3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
- 4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
- 1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA
- 2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE
- 3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
- 4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
- 5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
- 6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

#### SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF
- BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS: PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF: FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

#### SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS. AS SHOWN ON THE PLAT. HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION. THEIR SUCCESSORS OR ASSIGNS. SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE). GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL, BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED. NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

SHEET 4 OF 5 **BROOK CHASE PHASE III** DATE OF PREPARATION: 02/11/2025 DETENTION DETERMINATION #FDD-001611-2024 BROKEN ARROW CASE NUMBER (PT-001627-2024)

# **BROOK CHASE PHASE III**

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
- (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
- (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

# SECTION V. MISCELLANEOUS PROVISIONS

- 1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
- 2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
- 3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
- 4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
- 5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
- 6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
- 7. 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.
- 8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
- 9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

#### OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: <u>BROOK CHASE PHASE III</u> AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 2025.

SIGNATURE TITLE

STATE OF OKLAHOMA )

SS
COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,ON THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

#### SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2025.

SIGNATURE

STATE OF OKLAHOMA

) COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_\_\_, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

EXPIRATION DATE NOTARY PUBLIC

# CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

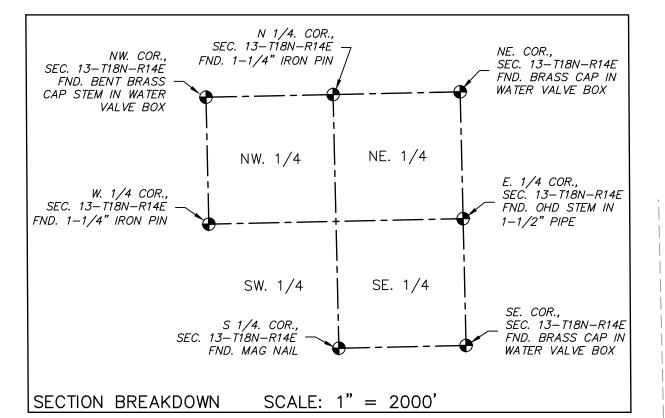
MICHAEL WILLIS, TULSA COUNTY CLERK

# CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

SHEET 5 OF 5
BROOK CHASE PHASE III
DATE OF PREPARATION: 02/11/2025
DETENTION DETERMINATION #FDD-001611-2024
BROKEN ARROW CASE NUMBER (PT-001627-2024)



# OWNER: EAGLE I INVESTMENTS, LLC

DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

# ENGINEER:

OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

# SURVEYOR:

OLSSON, INC.

DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2025

11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

# **ZONING REQUIREMENTS**

CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'
MIN. LOT AREA: 6,500 S.F.
MIN. FRONT BUILDING SETBACK: 20'
MIN. SIDE YARD SETBACK (BOTH): 10'
MIN. SIDE YARD SETBACK (ONE): 5'
MIN. REAR YARD SETBACK: 20'
MAX. HEIGHT: 35'

PLAT DATA

SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS

TOTAL AREA = 1,248,763.54 SF (28.67 AC)

UTILITY NOTES:

WATER SERVICE BY CITY OF BROKEN ARROW. SANITARY SERVICE BY CITY OF BROKEN ARROW.

# FLOOD ZONE

FEMA MAP NUMBER 40143C0392L, PANEL NUMBER 0392L ZONE X AND ZONE AE MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM,

NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4

OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA

S88\*45'03"W

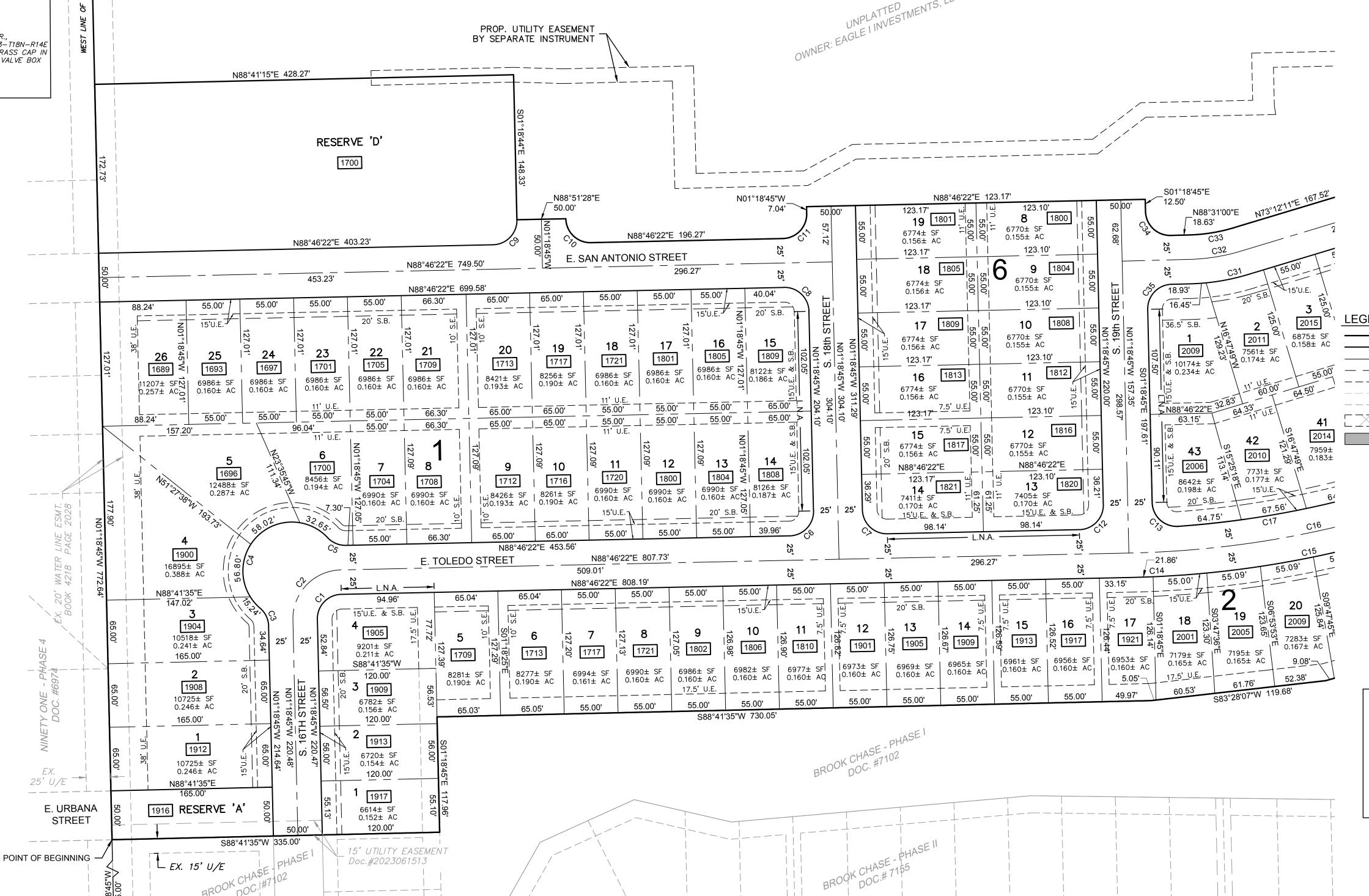
BENCHMARK
BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83 NORTHING: 383229.887 EASTING: 2630291.884 VERTICAL DATUM: NAVD 88 ELEV. 670.307

# BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



		Ž															
	4		÷	<u>.</u>	÷		÷	-	CURVE TAI	BLE	ė.	_	<u>-</u>			ż	·
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

SCALE IN FEET LEGEND AND ABBREVIATIONS PROPERTY BOUNDARY LINE PROPOSED RIGHT OF WAY PROPOSED LOT LINE PROPOSED BUILDING SETBACK PROPOSED EASEMENT LINE EXISTING LOT LINE EXISTING EASEMENT LINE FLOODWAY BLOCK NUMBER LOT NUMBER 1916 LOT ADDRESS SECTION CORNER U.E. UTILITY EASEMENT D.E. DRAINAGE EASEMENT STORMWATER EASEMENT OVERLAND DRAINAGE EASEMENT ACCESS EASEMENT WATER LINE EASEMENT BUILDING LINE **EXISTING** EX. LIMITS OF NO ACCESS RIGHT OF WAY RESERVE EASEMENT ESMT. S.B. SETBACK **APPROVED** by the City Council of the City of Broken Arrow. Oklahoma Mayor Attest: City Clerk ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

R 14 E

(81ST STREET SOUTH)

HOUSTON STREET

WASHINGTON STREET

(91ST STREET SOUTH)

Location Map

SCALE: 1"=2000'

ALFA LAVAL

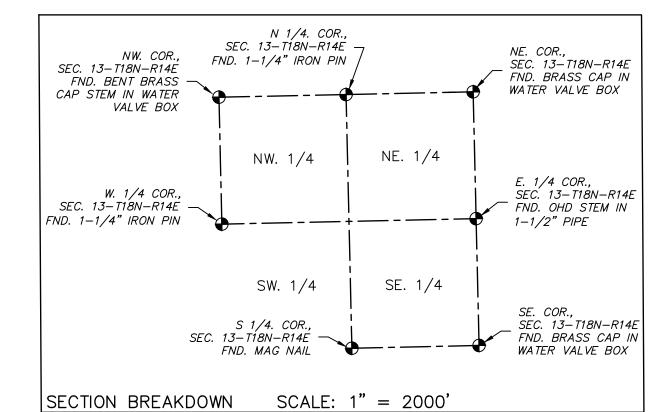
(AMD. L.L.)

UNPLATTE

TWIN CITIES READY MIX

UNPL.

SHEET 1 OF 5 BROOK CHASE PHASE III DATE OF PREPARATION: 02/11/2025 DETENTION DETERMINATION #FDD-001611-2024 BROKEN ARROW CASE NUMBER (PT-001627-2024)



# OWNER: EAGLE I INVESTMENTS, LLC

DAVE COCOLIN, MANAGER P.O. BOX 472106 TULSA, OK 74147 918-629-9671 EMAIL: DAVE@PARADIGMTULSA.COM

# **ENGINEER:** OLSSON, INC

AUSTIN MAYES, PE OK C.A. No. 2483 (PE/LS) EXPIRES JUNE 30, 2025 1717 S. BOULDER AVE., STE 600 TULSA, OK 74119 918-376-4294 EMAIL: AMAYES@OLSSON.COM

# SURVEYOR: OLSSON, INC.

DARREL RAY MASON, OKPLS 1690 OK C.A. NO. 2483 (PE/LS) EXPIRES JUNE 30, 2025 11600 BROADWAY EXTENSION, SUITE 300 OKLAHOMA CITY, OK 73114 405-242-6000 EMAIL: DMASON@OLSSON.COM

#### **ZONING REQUIREMENTS** CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 6,500 S.F. MIN. LOT AREA: MIN. FRONT BUILDING SETBACK: MIN. SIDE YARD SETBACK (BOTH): 10' MIN. SIDE YARD SETBACK (ONE): 5' MIN. REAR YARD SETBACK: 20' MAX. HEIGHT:

PLAT DATA

SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS

TOTAL AREA = 1,248,763.54 SF (28.67 AC)

**UTILITY NOTES:** 

WATER SERVICE BY CITY OF BROKEN ARROW. SANITARY SERVICE BY CITY OF BROKEN ARROW.

# FLOOD ZONE

FEMA MAP NUMBER 40143C0392L, PANEL NUMBER 0392L ZONE X MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS

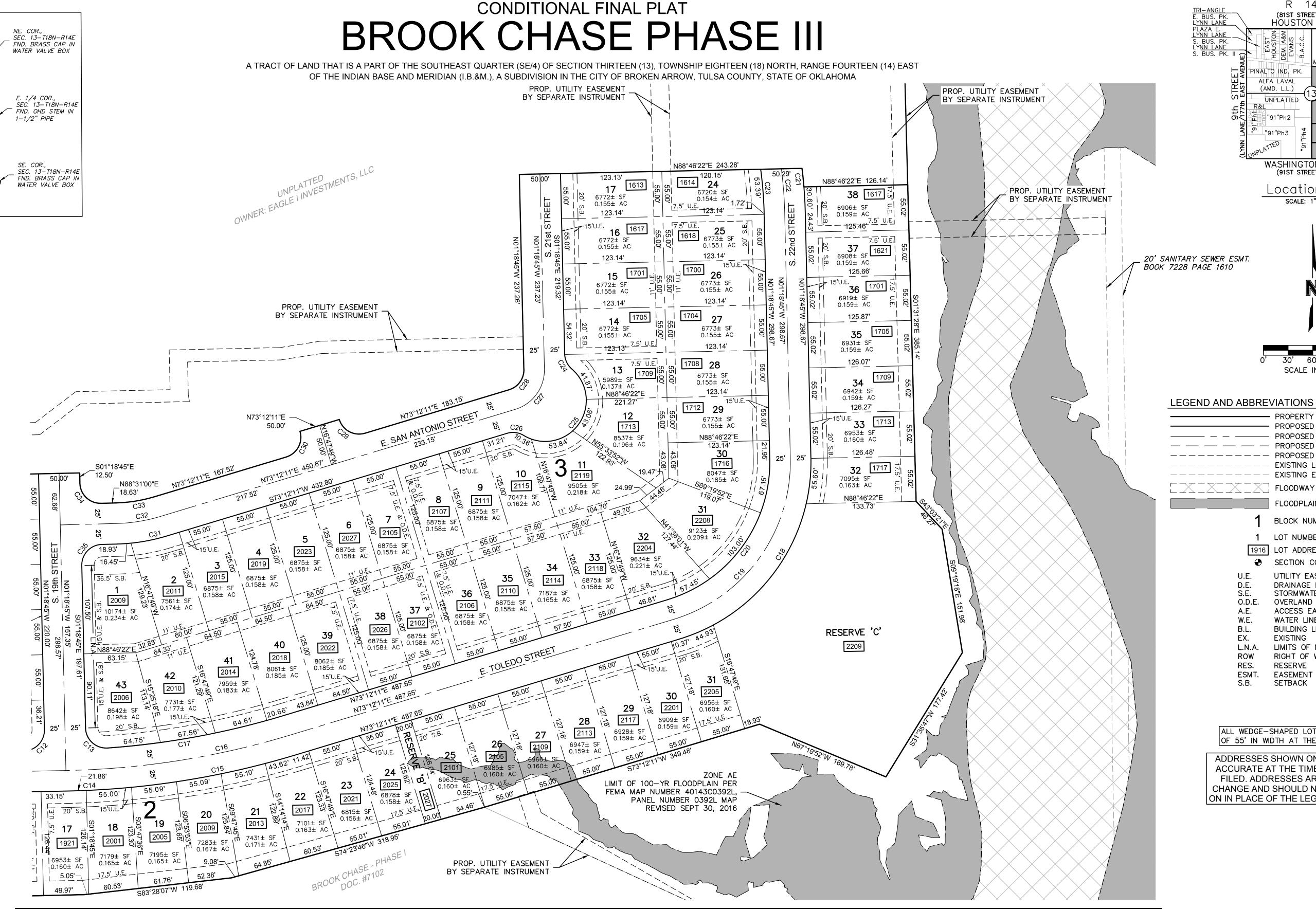
OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA S88°45'03"W

BENCHMARK

BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83 NORTHING: 383229.887 EASTING: 2630291.884 VERTICAL DATUM: NAVD 88 ELEV. 670.307



	CURVE TABLE																
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

SHEET 2 OF 5 **BROOK CHASE PHASE III** DATE OF PREPARATION: 02/11/2025 DETENTION DETERMINATION #FDD-001611-2024 BROKEN ARROW CASE NUMBER (PT-001627-2024)

R 14 E

(81ST STREET SOUTH)

HOUSTON STREET

(91ST STREET SOUTH)

Location Map

SCALE: 1"=2000'

SCALE IN FEET

- PROPERTY BOUNDARY LINE

PROPOSED RIGHT OF WAY

— PROPOSED BUILDING SETBACK

EXISTING EASEMENT LINE

PROPOSED LOT LINE

---- PROPOSED EASEMENT LINE EXISTING LOT LINE

BLOCK NUMBER

LOT NUMBER

SECTION CORNER

DRAINAGE EASEMENT

ACCESS EASEMENT

BUILDING LINE

RIGHT OF WAY

ALL WEDGE-SHAPED LOTS ARE A MINIMUM

ADDRESSES SHOWN ON THIS PLAT ARE

ACCURATE AT THE TIME THE PLAT WAS

FILED. ADDRESSES ARE SUBJECT TO

CHANGE AND SHOULD NEVER BE RELIED

ON IN PLACE OF THE LEGAL DESCRIPTION.

OF 55' IN WIDTH AT THE BUILD LINE.

**EXISTING** 

RESERVE

EASEMENT

SETBACK

EX.

WATER LINE EASEMENT

LIMITS OF NO ACCESS

STORMWATER EASEMENT

OVERLAND DRAINAGE EASEMENT

U.E. UTILITY EASEMENT

1916 LOT ADDRESS

ALFA LAVAL

(AMD. L.L.)

UNPLATTE

TWIN CITIES READY MIX

UNPL.

# BROOK CHASE PHASES III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

#### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

#### KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS

#### COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION THIRTEEN (13);

THENCE NORTH 01°18'45" WEST ALONG THE WESTERN LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 665.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°18'45" WEST, CONTINUING ALONG SAID WESTERN LINE, A DISTANCE OF 772.64 FEET; THENCE NORTH 88°41'15" EAST A DISTANCE OF 428.27 FEET; THENCE SOUTH 01°18'44" EAST, A DISTANCE OF 148.33 FEET; THENCE NORTH 88°51'28" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.23 FEET, A CHORD DISTANCE OF 35.33 FEET, AND A CHORD BEARING OF SOUTH 46°16'12" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 196.27 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.31 FEET, A CHORD DISTANCE OF 35.38 FEET, AND A CHORD BEARING OF NORTH 43°43'48" EAST; THENCE NORTH 01°18'45" EAST, A DISTANCE OF 7.04 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 123.17 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 12.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.34 FEET, A CHORD DISTANCE OF 35.41 FEET, AND A CHORD BEARING OF SOUTH 46°23'52" EAST; THENCE NORTH 88°31'00" EAST, A DISTANCE OF 18.63 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 46.77 FEET A CHORD DISTANCE OF 46.63 FEET, AND A CHORD BEARING OF NORTH 80°51'35" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 167.52 FEET: THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET. AN ARC DISTANCE OF 39.27 FEET. A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 28°12'11" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 61°47'49" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 183.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF NORTH 35°56'43" EAST; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 237.26 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 243.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 53.30 FEET, A CHORD DISTANCE OF 53.28 FEET, AND A CHORD BEARING OF SOUTH 04°12'56" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 126.14 FEET; THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 385.14 FEET; THENCE SOUTH 43°03'21" EAST, A DISTANCE OF 46.27 FEET; THENCE SOUTH 09°19'18" EAST, A DISTANCE OF 151.98 FEET; THENCE SOUTH 31°35'47" WEST, A DISTANCE OF 177.42 FEET; THENCE NORTH 67°19'52" WEST, A DISTANCE OF 169.78 FEET; THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 349.48 FEET; THENCE SOUTH 74°23'46" WEST, A DISTANCE OF 318.95 FEET; THENCE SOUTH 83°28'07" WEST, A DISTANCE OF 119.68 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 730.05 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 117.96 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,248,763.54 SQUARE FEET OR 28.67 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE III', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE III"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

#### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

# B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- 3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
- 4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- 5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- C. WATER AND SEWER SERVICE
- 1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED
- 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- 3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- 7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

#### D. 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 EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
- 2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- 3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- E. SURFACE DRAINAGE

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 STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

#### F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- 1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- 2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- 3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- 2. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- G. FENCE REQUIREMENT ALONG WASHINGTON STREET:
- 1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
- 2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
- 3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
- 4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- 5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.
- H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREAS 'A' IN BROOK CHASE PHASE III IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

# SECTION II. DEVELOPMENT RESTRICTIONS

- A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.
- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- 2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- 3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- 4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- 5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- 6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- 7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- 8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- 9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- 10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- 11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.
- . DEFINITIONS
- 1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- 2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- 3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

- 4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- 5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- 6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- 7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- 8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
- 9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- 10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- 11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- 12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- 13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION
- C. ARCHITECTURAL CONTROL COMMITTEE PLAN REVIEW:
- 1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- 2. THE ARCHITECTURAL CONTROL 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 SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED 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, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- 3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- 4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
- 5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
- 6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

SHEET 3 OF 5 BROOK CHASE PHASE III DATE OF PREPARATION: 02/11/2025 DETENTION DETERMINATION #FDD-001611-2024 BROKEN ARROW CASE NUMBER (PT-001627-2024)

# **BROOK CHASE PHASE III**

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- 7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
- 8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
- 9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
- 10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
- 11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
- 12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
- 13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
- 1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
- 2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
- 3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
- 4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
- 1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
- 2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
- 3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
- 4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
- 5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
- 6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

#### SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

#### SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL, BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

SHEET 4 OF 5
BROOK CHASE PHASE III
DATE OF PREPARATION: 02/11/2025
DETENTION DETERMINATION #FDD-001611-2024
BROKEN ARROW CASE NUMBER (PT-001627-2024)

# **BROOK CHASE PHASE III**

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
- (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
- (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

# SECTION V. MISCELLANEOUS PROVISIONS

- 1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
- 2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
- 3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
- 4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
- 5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
- 6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
- 7. 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.
- 8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
- 9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

#### OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: <u>BROOK CHASE PHASE III</u> AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

\_\_\_\_\_\_ NOTARY PUBLIC

#### SURVEYOR'S CERTIFICATE

MY COMMISSION EXPIRES:

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2025.

SIGNATURE
STATE OF OKLAHOMA

) COUNTY OF OKLAHOMA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_\_\_, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

EXPIRATION DATE NOTARY PUBLIC

# CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

MICHAEL WILLIS, TULSA COUNTY CLERK

# CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

SHEET 5 OF 5
BROOK CHASE PHASE III
DATE OF PREPARATION: 02/11/2025
DETENTION DETERMINATION #FDD-001611-2024
BROKEN ARROW CASE NUMBER (PT-001627-2024)



#### City of Broken Arrow

#### **Request for Action**

File #: 25-393, Version: 1

# Broken Arrow Planning Commission 04-10-2025

To: Chairman and Commission Members From: Community Development Department

Title:

Consideration, discussion and possible approval of a variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west of Evans Road (225<sup>th</sup> East Avenue) and south of Kenosha

Street (71st Street)

**Background:** 

**Applicant:** Tim Terral **Owner:** Cheryl Pfeffer

**Developer:** N/A

Location: One half mile west of Evans Road (225th East Avenue) and south of Kenosha Street

(71st Street)

**Size of Tract** Approximately 3.08 acres

Number of Lots: 1

**Present Zoning:** IL (Industrial Light)/PUD-259

**Comp Plan:** Level 6 (Regional Employment/Commercial)

This request for a variance is to allow for a lot split on the subject tract, to create 4 lots as shown on the attached Exhibit. The property has been platted as part of Lot 1, Block 1, Timber Ridge Business Park, is zoned IL (Industrial Light)/PUD-259 and is located approximately one half mile west of Evans Road (225<sup>th</sup> East Avenue) and south of Kenosha Street (71<sup>st</sup> Street).

Timber Ridge Business Park Plat was filed with Wagoner County on May 17<sup>th</sup>, 2019. The applicant has requested to split the subject property into 4 tracts. Section 5.1 of the Land Subdivision Code states that all lot splits which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract. Article 1 Section 1.4 provides the Planning Commission the authority in administration as a governing body. The applicant is requesting approval by the Planning Commission to create four lots from the original platted Lot 1 Block 1 Timber Ridge Business Park Plat.

A lot split application has not been applied for, but the applicant has expressed the desire to submit a lot split similar to the proposed exhibit if this variance is approved. This property is currently undeveloped.

#### File #: 25-393, Version: 1

#### **Attachments:**

Land Subdivision Code Section 5.1

**Exhibit** 

Timber Ridge Business Park Plat

#### **Recommendation:**

Staff recommends that the variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, be approved.

Reviewed By: Amanda Yamaguchi

**Approved By:** Rocky Henkel

HMB



Tulsa County Clerk - Michael Willis <sup>:</sup>

Page(s): 2

08/20/2021 10:43:56 Receipt # 21-59449 Fee: \$ 20.00

#### **NCE NO. 3710**

An ordinance amending Section 5.1, Lot Splits of the Land Subdivision Code; repealing all ordinances or parts of ordinances in conflict herewith; and declaring an emergency.

#### BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Section 5.1, Lot Splits of the Land Subdivision Code is hereby amended to read as follows:

#### **Lot Splits**

- a. APPLICABILITY: The procedures of this section may be used instead of the subdivision procedures for all:
  - 1) Lot splits, which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract and
  - 2) Lot combinations, which combine multiple, abutting lots into a single lot or alter the boundary between or reconfigure the shapes of abutting lots without creating more lots than existed before the lot line combination occurred.
- b. SURVEY. The Planning Commission may require applicants for a lot split to submit a sketch, plat, record of survey, and any other information it deems pertinent to its determination.
- c. PUBLIC UTILITIES. Applications for lot splits shall be signed by the Engineering and Construction Director, Utilities Department Director, or their designees, and the various private utilities to establish the existence of adequate public easements to serve the resulting lots prior to being submitted to the Planning Commission.
- d. PLANNING COMMISSION REVIEW. Any proposed lot split shall be submitted to the Planning Commission for review. If the Planning Commission is satisfied that such proposed lot split is not contrary to the applicable regulations, it shall approve such lot splits within thirty (30) days after submission, and upon presentation of a conveyance of said resulting parcel, shall stamp the same "I hereby certify that this Lot Split was approved by the Broken Arrow Planning Commission on " and be signed by the official designated by the Planning Commission

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION III.** An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

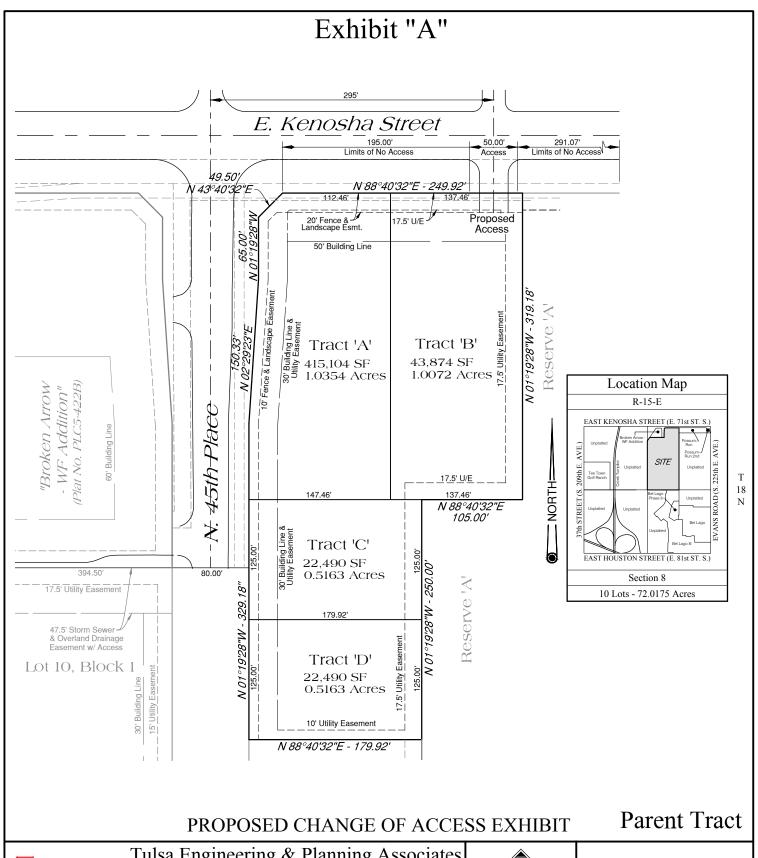
PASSED AND APPROVED and the emergency clause ruled upon separately this 16 th day of 4 to 12, 2021.

ATTEST:

Seal) CITY CLERK

APPROVED:

CITY ATTORNEY



Tulsa Engineering & Planning Associates

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

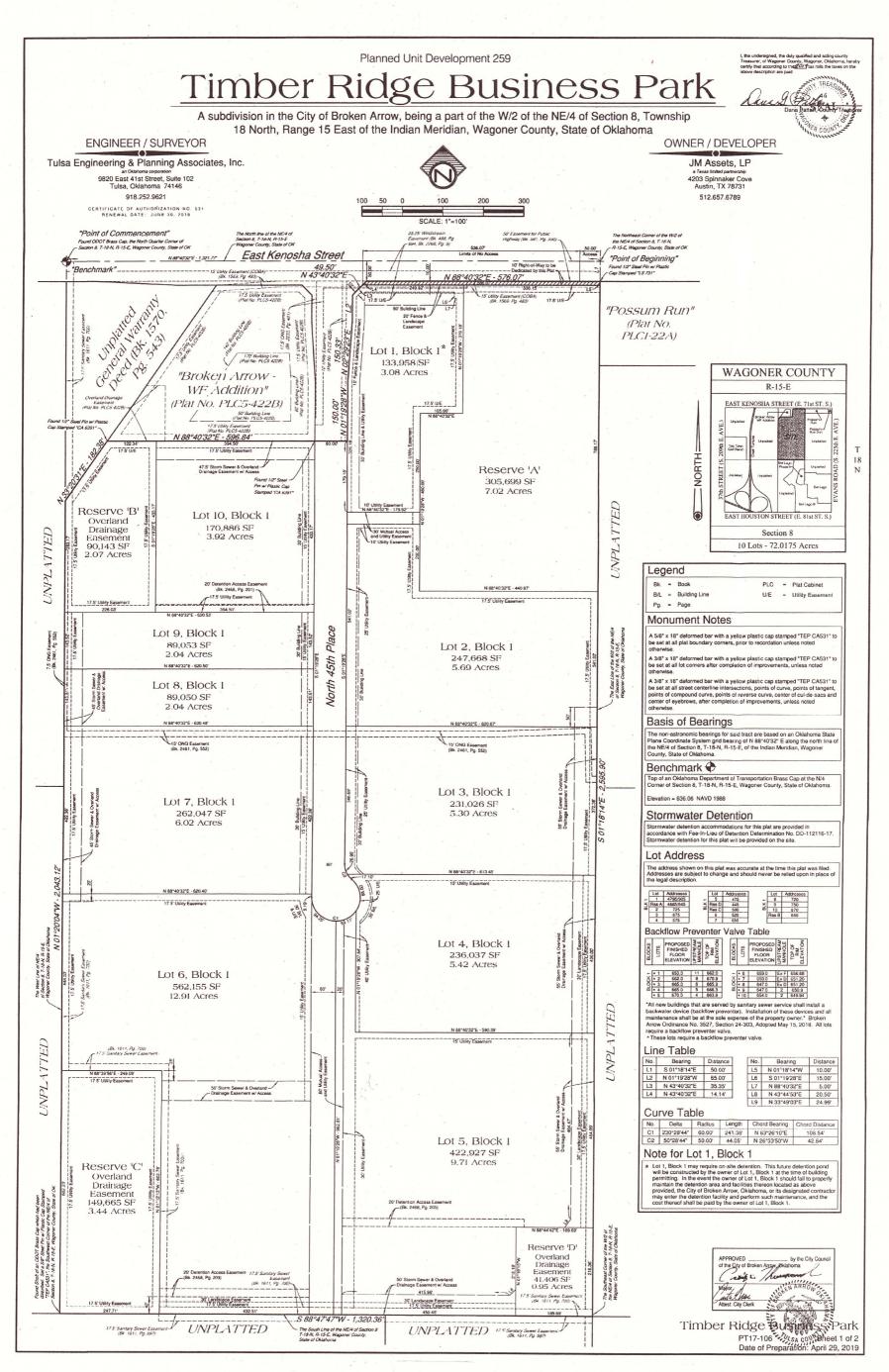
Phone: 918-252-9621 Fax: 918-340-5999

Civil Engineering, Land Surveying, Land Planning Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110

Scale: 1" = 100' Date: 3/18/2025



Doc # 2019-5980 B: 2500 P: 0494 05/17/2019 11:28:52 AM Pg: 1 of Pgs: 3 Fee: \$ 150.00 Lori Hendricks, Wagoner County Clerk Wagoner County - State of Oklahoma

