

E07
Revise the plat title for the conditional final plat on the next submittal

B Preliminary Plat
PUD-000737-2023

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation
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Tulsa, Oklahoma 74146

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CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

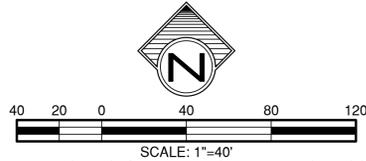
OWNER/DEVELOPER

Rosewood Village Development LLC

an Oklahoma Limited Liability Company
12718 East 132nd Street South
Broken Arrow, Oklahoma 74111
(812) 629-8073

Rosewood Village

A tract of land located in the Southwest Quarter (SW/4) of Section Ten (10), Township Nineteen (18) North, Range Fourteen (14) East of the Indian Base & Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma



Legend

- B/L = Building Line
- Res. = Reserve
- U/E = Utility Easement
- ROW = Right of Way
- ODE = Overland Drainage Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of crossovers, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on the recorded plat bearings of "Creekridge Park", a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

Benchmark

"MAG" Nail in Top of Concrete Curb at Point of Curve on South side of West Ft. Worth Street approximately 25' South and 105' East of Centerline of Intersection of South Aspen Street and West Ft. Worth Street.

Elevation = 684.96 NAVD-88

Notes

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

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. XXXXXX-XX. Stormwater detention for this plat will be provided on the site.

Lot Addresses 0000

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

Backflow Preventer Valve Note

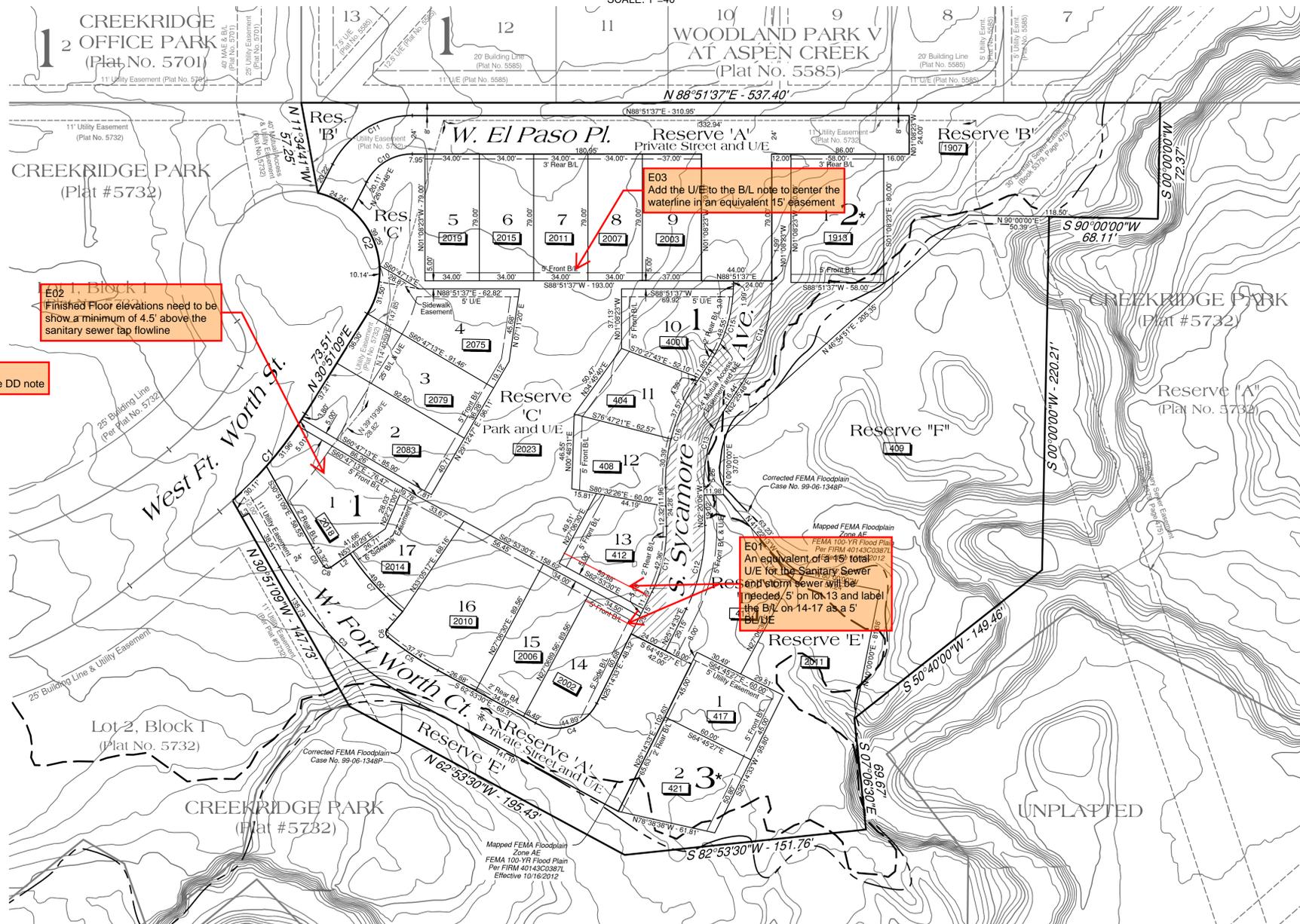
All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance shall be at the sole expense of the property owner." Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. All lots require a backflow preventer valve.

Curve Table

| No. | Delta | Radius | Length | Chord Bearing | Chord Length |
|-----|------------|---------|---------|---------------|--------------|
| C1 | 16°14'41" | 250.00' | 70.88' | N 38°58'30" E | 70.64' |
| C2 | 108°51'09" | 50.00' | 94.99' | N 23°34'25" W | 81.34' |
| C3 | 32°02'21" | 222.00' | 124.14' | S 46°52'19" E | 122.53' |
| C4 | 91°51'57" | 28.00' | 44.89' | S 71°10'32" W | 40.24' |
| C5 | 10°55'18" | 198.00' | 37.74' | N 57°25'51" W | 37.69' |
| C6 | 91°28'09" | 3.00' | 4.79' | N 06°14'07" W | 4.30' |
| C7 | 15°35'55" | 180.00' | 49.00' | N 43°20'16" W | 48.85' |
| C8 | 91°28'09" | 3.00' | 4.79' | N 80°26'26" W | 4.30' |
| C9 | 03°51'12" | 198.00' | 13.32' | N 32°46'45" W | 13.31' |
| C10 | 62°42'49" | 32.00' | 35.03' | N 57°30'12" E | 33.30' |
| C11 | 62°42'49" | 56.00' | 61.30' | S 57°30'12" W | 58.28' |
| C12 | 27°34'39" | 112.00' | 53.91' | N 11°27'14" E | 53.39' |
| C13 | 34°45'54" | 88.00' | 53.40' | N 15°02'51" E | 52.58' |
| C14 | 33°34'11" | 112.00' | 65.62' | N 15°38'43" E | 64.69' |
| C15 | 33°34'11" | 88.00' | 51.56' | S 15°38'43" W | 50.83' |
| C16 | 34°45'54" | 112.00' | 67.96' | S 15°02'51" W | 66.92' |
| C17 | 27°34'39" | 88.00' | 42.36' | S 11°27'14" W | 41.95' |

Line Table

| No. | Bearing | Distance |
|-----|---------------|----------|
| L1 | N 39°29'58" E | 14.95' |
| L2 | S 53°49'29" W | 14.95' |
| L3 | N 59°08'51" E | 5.00' |

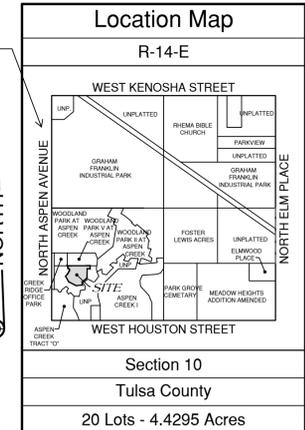


E02
Block 1
Finished Floor elevations need to be show a minimum of 4.5' above the sanitary sewer tap flowline

E04
Complete the DD note

E03
Add the U/E to the B/L note to center the waterline in an equivalent 15' easement

E01
An equivalent of a 15' total U/E for the Sanitary Sewer and storm sewer will be provided, 5' on lot 13 and label the B/L on 14-17 as a 5' U/E



Lot Areas

| Block | Lot | Area (S.F.) | Reserve | Area (S.F.) |
|---------|-----|-------------|---------|-------------|
| BLOCK 1 | 1 | 4,063 | RESERVE | A' 24,511 |
| | 2 | 3,815 | | |
| | 3 | 3,337 | | |
| | 4 | 3,839 | | |
| | 5 | 2,686 | | |
| | 6 | 2,686 | | |
| | 7 | 2,686 | | |
| | 8 | 2,686 | | |
| | 9 | 2,923 | | |
| | 10 | 3,030 | | |
| | 11 | 2,504 | | |
| | 12 | 2,635 | | |
| | 13 | 3,151 | | |
| | 14 | 3,039 | | |
| | 15 | 3,045 | | |
| | 16 | 5,443 | | |
| | 17 | 2,598 | | |
| BLOCK 2 | 1 | 2,700 | | |
| | 2 | 3,497 | | |
| BLOCK 3 | 1 | 2,700 | | |
| | 2 | 3,497 | | |

*** Building Permit on LOMR-F Lots**

Block 2, Lot 1 and Block 3, Lot 2

Per City of Broken Arrow requirements, no Building Permit shall be issued for said Lots until the Local Floodplain Administrator has determined that said Lots are in compliance with applicable drainage ordinances and regulations. Upon the recording of a certificate of such determination of compliance by the Local Floodplain Administrator, said Lots shall be recognized as admissible for Building Permits.

E05
Add the following disclaimer

"The reserve area for the private streets does not meet the minimum standards as established in the City of Broken Arrow Engineering Design Criteria for street right of way. Due to the noncompliance the streets are ineligible for maintenance by and cannot be dedicated to the City of Broken Arrow."

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor _____

Attest: City Clerk _____

E06
Add COBA Project Number #PR-000101-2022

Rosewood Village
PT 03-117/DN 03-156 Sheet 1 of 2
Date of Preparation: June 18, 2024

ROSEWOOD VILLAGE

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 000737-2023

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Rosewood Village Development LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

Lot 3, Block 1 and Reserve B, Creekridge Park, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 192,951 square feet or 4.4295 acres.

The non-astronomic bearings for this survey are based on the recorded plat bearings of "Creekridge Park", a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ROSEWOOD VILLAGE", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Street light poles or standards shall be served by underground cable, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

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

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

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, and 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 facilities located on their 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 their agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

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

1.3.2 Within the depicted utility easement area, if the ground elevations are materially 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, their 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 easement ways 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

Each lot on the Plat 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. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across their lot and 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 Private Streets

1.5.1 Reserve "A" as designated on the accompanying plat is herein designated for use as private streets for the convenience and benefit of the owners of lots within "ROSEWOOD VILLAGE". It shall be reserved for and invites for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping improvements for subsequent conveyance to Rosewood Village Homeowners Association, LLC, a not for profit, for the purpose of the administration and maintenance of the streets and other common areas of the subdivision.

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

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

1.5.3.1 The Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty (20) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.

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

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

1.6 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No

lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.7 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "ROSEWOOD VILLAGE Homeowners' Association, Inc", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for ROSEWOOD VILLAGE.

1.8 Reserve Areas

Reserve areas shall be used for open space, signage, gates, landscaping, walls, fencing, drainage, overland drainage, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "ROSEWOOD VILLAGE" as set forth within SECTION VI – HOMEOWNERS' ASSOCIATION hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner.

1.9 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 the construction of any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary.

1.10 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the city.

1.11 Restrictive Covenants

Additional Declaration of Covenants, Conditions and Restrictions for ROSEWOOD VILLAGE are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Area "A" shall be reserved for use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.2 Reserve Areas "B", "C" and "E"

Reserve Areas "B", "C" and "E" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, overland drainage, stormwater drainage, stormwater detention, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.3 Reserve Area "D"

Reserve Area "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, clubhouse, overland drainage, stormwater drainage and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.4 Reserve Area "F"

Reserve Area "F" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, drainage, recreation, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.2 All Reserves:

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the property owner of the reserve.

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

2.2.3 In the event the property owner of the reserve fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall

be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/20 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "ROSEWOOD VILLAGE" was submitted as a planned unit development (entitled PUD No. 000737-2023) 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 11, 2023 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 000737-2023 was approved by the Broken Arrow Planning Commission on May 11, 2023 and approved by the City of Broken Arrow City Council, on June 5, 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 Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma; THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

3.1 Development Standards – Single-Family Detached Residential:

| | |
|---|----------------------------------|
| 3.1.1 Permitted Uses: Single-Family Detached Residential. | |
| 3.1.2 Minimum Lot Size | 2,500 SF, per unit |
| 3.1.3 Minimum Lot Frontage | 30 feet (at Building Line) |
| 3.1.4 Minimum Building Setback from North Boundary | 35 feet |
| 3.1.5 Minimum Building Setback from W. Ft. Worth St. | 25 feet |
| 3.1.6 Minimum Front Yard | 5 feet |
| 3.1.7 Minimum Rear Yard | 2 feet |
| 3.1.8 Side Yard | 5 feet/5 feet or 0 feet/10 feet* |

* Minimum building separation is 10 feet

3.2 Development Standards - Residential Duplex:

| | |
|---|--|
| 3.2.1 Permitted Uses: Single-Family Detached Residential, Single Family Attached Residential, Residential Duplex. | |
| 3.2.2 Maximum Number of Dwelling Units | 4 Duplex Dwelling Units (in 2 buildings) |
| 3.2.3 Minimum Lot Size | 4,000 SF |
| 3.2.4 Minimum Lot Frontage | 50 feet (at Building Line) |
| 3.2.5 Minimum Building Setback from North Boundary | 35 feet |
| 3.2.6 Minimum Building Setback from W. Ft. Worth St. | 25 feet |
| 3.2.7 Minimum Front Yard | 5 feet |
| 3.2.8 Minimum Rear Yard | 2 feet |
| 3.2.9 Side Yard | 5 feet/5 feet |
| 3.2.10 Maximum Building Height | 40 feet |

3.3 Development Standards – Four-Plex:

| | |
|---|---|
| 3.3.1 Permitted Uses: Single-Family Detached Residential, Single Family Attached Residential, Residential Duplex and Residential Four-Plex. | |
| 3.3.2 Maximum Number of Dwelling Units | 8 Four-plex Dwelling Units (in 2 buildings) |
| 3.3.4 Minimum Lot Size | 3,000 SF |
| 3.3.5 Minimum Lot Frontage | 50 feet (at Building Line) |
| 3.3.6 Minimum Building Setback from North Boundary | 35 feet |
| 3.3.7 Minimum Building Setback from W. Ft. Worth St. | 25 feet |
| 3.3.8 Minimum Front Yard | 5 feet |

| | |
|--------------------------------|---------------|
| 3.3.9 Minimum Rear Yard | 2 feet |
| 3.3.10 Side Yard | 5 feet/5 feet |
| 3.3.11 Maximum Building Height | 40 feet |

3.4 Perimeter Landscape Buffer:

A Landscape Buffer of at least 8 feet in width shall be provided along the north boundary of the development. Within this Landscape Buffer at least one tree shall be planted for every 30 lineal feet of landscape area adjacent to the north boundary, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced.

3.5 Landscaping:

Except as modified herein, landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. Any landscape material which fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.g.ii of the City of Broken Arrow Zoning Ordinance. At least 30% of the development area shall be landscaped open space.

3.6 Fencing:

Any fencing shall be installed by the Developer in accordance with Section 5.2.E of the Zoning Ordinance, and fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review. Any fencing installed by the developer shall be owned and maintained by the homeowners' association.

3.7 Private Streets:

The private streets shall be constructed to the City of Broken Arrow street design standards and shall be owned and maintained by the homeowners' association. The private streets will be located in a 24' wide reserve area and will have a paving width of 20'. Areas of decorative patterned concrete, or appropriate pavers, may be installed for section(s) of the street, but must meet the City of Broken Arrow street design standards. Any appropriate required variances to the Subdivision Regulations and Engineering Design Criteria will be processed through the City of Broken Arrow Engineering and Construction Department.

3.8 Sidewalks:

Sidewalks will be constructed along the perimeter public street, West Fort Worth Street, and the interior portion of the project, but not along the internal private streets. There will be an internal network of sidewalks and trails that will provide a well-integrated and interconnected pedestrian circulation system. Sidewalks shall be provided in accordance with the City of Broken Arrow Subdivision Regulations; however, it is acknowledged that variances to the widths and locations of the sidewalks can be requested from the City of Broken Arrow Engineering and Construction Department.

3.9 Drainage:

Stormwater drainage will be handled in accordance with the City of Broken Arrow design standards.

3.10 Platting:

No building permit shall be issued until the planned unit development project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, setting forth the development standards of the planned unit development, which will be enforceable by the City of Broken Arrow.

SECTION IV. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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

4.1 Use of Land:

4.1.1 All lots within ROSEWOOD VILLAGE shall be known and described as residential lots, and shall be used only for single-family, duplex and four-plex residences.

4.1.2 Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserve "A" shall be the responsibility of the Homeowners' Association.

4.1.3 Reserves "B", "C" and "E" shall be used for open space, signage, walls, fencing, drainage, recreation, storm sewer drainage, stormwater detention, clubhouse, utilities, and ingress and egress and for maintenance purposes and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserves "B", "C", and "E" shall be the responsibility of the Homeowners' Association.

E08
Remove the city and replace with the HOA

E09
Submit a full size sheet on the next submittal

ROSEWOOD VILLAGE

Date of Preparation: June 18, 2024

Sheet 2 of 3

- 4.1.4 Reserve Area "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, clubhouse, overlaid drainage, stormwater drainage and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.
- 4.1.5 Reserve Area "F" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, drainage, recreation, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.
- 4.2 Lot Fronting: Each dwelling shall front an interior private street, or Mutual Access Easement, and derive its access solely from an interior private street or Mutual Access Easement.
- 4.3 Architectural Covenants:
- 4.3.1 No lot owner shall allow or permit the conversion of any space to living area or space, (i.e. converting porches or garages to living space.)
- 4.3.2 No Dwelling or other structure shall be constructed on any Lot which has not been approved by the Owner/Developer or to such person or entity as assigned by the Owner/Developer, including but not limited to the Association.
- 4.4 Window Treatments and Window-mounted Heating and Air Units:
- No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, blankets or towels, or other purposes, and all window treatments for all Dwellings and other building and improvements within the Development shall conform to the rules and regulations established by the Architectural Committee. No window-mounted heating or air-conditioning units shall be permitted within the Development.
- 4.5 On-site Construction:
- No existing or off-site built structure shall be moved onto or placed on any lot.
- 4.6 Outbuildings/Storage Buildings:
- Outbuildings and/or storage buildings are prohibited.
- 4.7 Swimming Pools/Spas/Hot Tubs:
- All swimming pools, spas, and hot tubs are prohibited.
- 4.8 Fencing:
- All fencing must be approved by the Architectural Committee. Standard wood privacy fences, if installed, must be constructed of wood posts, rails, and pickets with "dog ear" top detail. Fences shall not exceed six feet (6'-0") in height.
- 4.9 Television Cable & Satellite Dishes, Antennas:
- No television antenna, radio or television receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, unless required by Federal Law and then only in a manner which is least observable for the neighborhood as determined by the Architectural Committee. Nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling with may unreasonably interfere with the reception of television or radio signals within the Development; provided however, the Owner/Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.
- 4.10 Retaining Walls:
- Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or VERSA-LOK. Concrete retaining walls must be faced with brick, stone, or stucco. The use of railroad ties is not permitted.
- 4.11 Recreational Sporting Equipment:
- Miscellaneous recreational sporting equipment, toys, bicycles, etc., shall be stored out of the view of property owners when not in use. No Basketball goals shall be allowed. No trampolines shall be allowed.
- 4.12 Lot Maintenance:
- Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.
- 4.13 Recreational Vehicles and Equipment:
- No boats, recreational trailers, personal watercraft, campers, motor homes or other recreational vehicular equipment, shall be stored, placed or parked on any street within the subdivision or on any lot, except within a closed garage.
- 4.14 Inoperative Vehicles/Machinery/Landscape Equipment/Clotheslines:
- No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage. No clotheslines will be allowed.
- 4.15 Trash Containers:
- All trash or recycling cans or receptacles shall be screened so as not to be seen from the street or common areas, except when necessary to be placed at the street for pickup, and then for no more than twenty-four (24) hours.

- 4.16 Mailboxes:
- All mailboxes shall match the character and quality of the neighborhood as determined by the Architectural Committee.
- 4.17 Animals:
- No livestock shall be maintained on or in any of the Development. No other animals, including but not limited to, fowl, poultry, or reptiles, shall be maintained on or in any of the Development, other than a maximum of two (2) generally recognized house pets, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal which makes an unreasonable amount of noise or nuisance shall be permitted. When outdoors all pets shall be on a leash or shall be restrained by a fence or suitable device. No structure for the care, housing, exercise or confinement of any animal shall be maintained on or in any of the Development so as to be visible from neighboring property without the prior written consent of the Architectural Committee. Upon the written request of any owner, the Architectural Committee may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable; provided however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder. The Architectural Committee may from time to time establish rules and regulations regarding pets and animals within the Development, and any decision, rule or regulation established or rendered by the Architectural Committee shall be enforceable as other restrictions contained herein.
- 4.18 Noxious Activity:
- No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
- 4.19 Outside Storage:
- No outside storage is permitted on any lot.
- 4.20 Construction Materials and Outside Storage:
- No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction, and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping are completed, no outside storage is permitted.
- 4.21 Signage:
- Except as maybe required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any improvements located within the Development, without the express written permission of the Architectural Committee, except for signs showing the property is for sale, and personal acknowledgment signs.
- 4.22 Landscaping:
- 4.22.1 Required Amount of Landscaping
Excluding the cost of purchase and installation of a sprinkler system and sod and excluding the cost of any retaining walls and fill, and construction of the initial Dwelling on a lot, all lot owners shall spend not less than one percent (1%) of the total purchase price for the lot and the Dwelling combined on landscaping.
- 4.22.2 Approval Required
To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any owner other than the Owner/Developer, unless and until the plans therefore have been submitted to, and approved in writing by the Architectural Committee. For additional approval information refer to the Declaration of Covenants, Conditions, and Restrictions for Rosewood Village as referred to in 1.11 Restrictive Covenants.
- 4.22.3 Completion of Landscaping
All of the landscaping of Lots and Dwellings must be completed within one (1) month of occupancy or substantial completion of the Dwelling, whichever date shall occur first.
- 4.23 Exterior Materials: Paint Color:
- The exterior principal materials shall be determined solely by the Architectural Committee. The principal paint colors of a Dwelling shall be determined solely by the Architectural Committee.
- 4.24 Parking:
- No motor vehicle shall be parked on the street for more than twenty-four (24) hours.

SECTION V. ARCHITECTURAL COMMITTEE

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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

- 5.1 Architectural Committee - Plan Review
- 5.1.1 No residence, outbuilding, improvements, driveway, fence, wall, satellite receiver dish, or free-standing mailbox shall be erected, placed, or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Homan Homes, L.L.C., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each residence or out building, the required plans and specifications shall be submitted in duplicate and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and exterior color scheme.
- 5.1.2 The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
- 5.1.3 The Architectural Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting, and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Committee reserves the authority to review, approve, modify, or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Committee to be incompatible with the overall landscape standards of ROSEWOOD VILLAGE.
- 5.1.4 The powers and duties of the Architectural Committee shall, on the 1st day of January, 2030, be deemed transferred to the Homeowners' Association provided for in Section VI., or upon written assignment to the Homeowners' Association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Homeowners' Association, or their designees.
- 5.1.5 The Architectural Committee reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as Homan Homes L.L.C. is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within this Section V by instrument duly executed and acknowledged by them as the Architectural Committee and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma.

SECTION VI. HOMEOWNERS' ASSOCIATION

- 6.1 Formation:
- The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Rosewood Village Homeowners' Association, Inc.," a not for profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no assessment shall be made or attached to any Lot owned by the Owner/Developer.
- 6.2 Maintenance:
- Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

- 7.1 Enforcement
- The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors, and assigns. Within the provisions of SECTION I. EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.
- 7.2 Duration
- These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2024.

Rosewood Village Development LLC
an Oklahoma limited liability company

By: Paul Homan, Manager

State of Oklahoma)
) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this ____ day of _____, 2024, by Paul Homan, Manager of Rosewood Village Development LLC.

Jack Taber, Notary Public
My commission No. 12005192
My commission expires May 31, 2028

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered 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 the accompanying plat designated herein as "ROSEWOOD VILLAGE", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2024.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2024, by Bobby D. Long.

Jack Taber, Notary Public
My commission No. 12005192
My commission expires May 31, 2028