

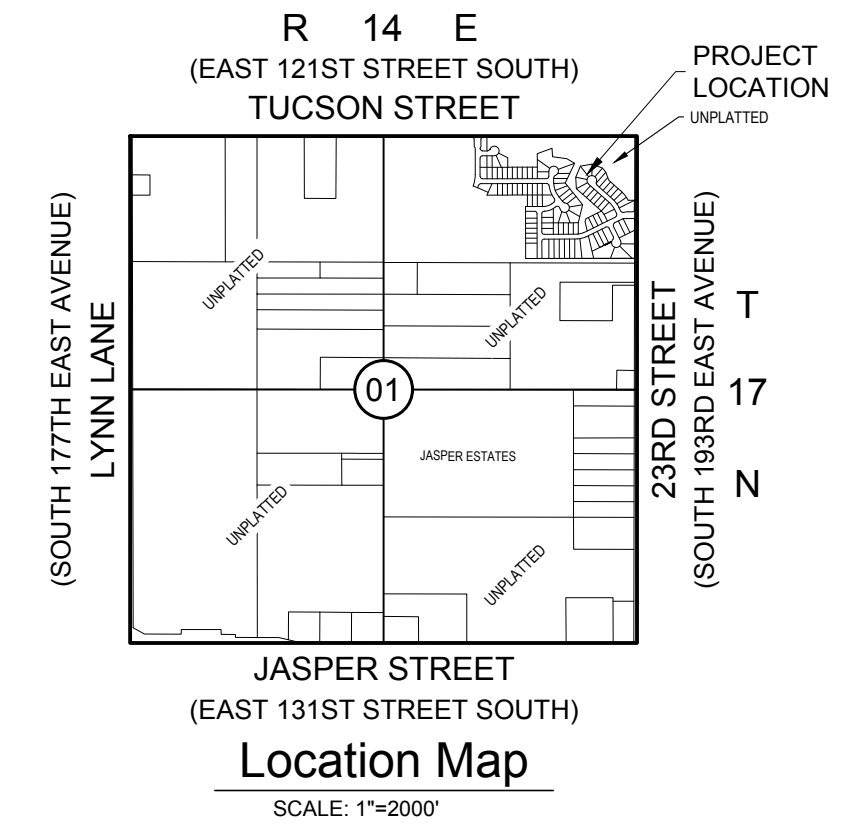
PLAT NO.

CONDITIONAL FINAL PLAT

Tucson Village

PUD 234

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.



OWNER/DEVELOPER

TUCSON VILLAGE, LLC
1615 EUCALYPTUS AVENUE
BROKEN ARROW, OK 74012
PHONE: 918.261.5200
FAX: 918.299.7787
ATTN: MR. CHUCK RAMSAY

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2018
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN
AS SHOWN ON FIRM PANEL 40145C0457L.
EFFECTIVE: SEPTEMBER 30, 2016.

LEGEND

- B/L..... BUILDING LINE
- LNA..... LIMITS OF NO ACCESS
- POB..... POINT OF BEGINNING
- POC..... POINT OF COMMENCEMENT
- U/E..... UTILITY EASEMENT
- A/E..... ACCESS EASEMENT
- OD/E..... OVERLAND DRAINAGE EASEMENT
- F & L/E..... FENCE & LANDSCAPE EASEMENT
- DOD..... DEED OF DEDICATION
- TOM..... TRAFFIC CONTROL MEDIAN
- XXXX..... ADDRESSES

SITE DATA

BENCHMARK
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED
"BA 12", SET S.W. OF 121ST ST. AND 193RD E. AVE.
ELEV = 628.500' (NAVD 1988)

BASIS OF BEARINGS
ASSUMED BEARING OF N 88°42'11" E ALONG THE NORTH LINE OF
LOT 1 OF SECTION 1, T-17-N, R-14-E OF THE INDIAN BASE AND
MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA
1,596,970 SF ± / 36.66 ACRES ±

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED
"CA6319" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE,
POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF
REVERSE CURVE, UNLESS NOTED OTHERWISE.

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

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-091316-13

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY 5848 EAST 15TH STREET TULSA, OK 74112 PHONE: 918.631.8293	AEP / PSO 212 EAST 6TH STREET TULSA, OK 74119 PHONE: 918.599.2351
WINDSTREAM TELECOM COMPANY 2300 EAST 1ST PLACE BROKEN ARROW, OK 74012 PHONE: 918.451.3427	COX COMMUNICATIONS 11811 EAST 51ST STREET TULSA, OK 74145 PHONE: 918.286.4658

- PROPOSED GRADING ON LOTS 22, 23, 24, 26 & 27, BLOCK 4 AND LOT 1, BLOCK 7 ENCROACH INTO FEMA 100-YEAR FLOODPLAIN. A FEMA LOMR-F APPROVAL LETTER SHALL BE OBTAINED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- NO SOLID TYPE FENCE, FILL, MATERIAL, RAISED BEDS, OR ANY STRUCTURE SHALL BE PLACED WITHIN FEMA 100-YEAR FLOODPLAIN.

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE HUNDRED SEVEN (107) LOTS IN SEVEN (7) BLOCKS AND FOUR (4) RESERVE AREAS

BLOCK 1.....3.21 ACRES - 11 LOTS
BLOCK 2.....4.20 ACRES - 25 LOTS
BLOCK 3.....1.98 ACRES - 7 LOTS
BLOCK 4.....7.47 ACRES - 40 LOTS
BLOCK 5.....2.66 ACRES - 16 LOTS
BLOCK 6.....1.35 ACRES - 7 LOTS
BLOCK 7.....0.21 ACRES - 1 LOT

RESERVE A.....6.97 ACRES
RESERVE B.....0.54 ACRES
RESERVE C.....0.03 ACRES
RESERVE D.....0.23 ACRES

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.22'	25.00'	89°53'47"
C2	30.77'	25.00'	70°31'44"
C3	218.63'	50.00'	250°31'44"
C4	39.32'	25.00'	90°06'13"
C5	20.58'	400.00'	02°56'55"
C6	40.51'	25.00'	92°50'41"
C7	39.32'	25.00'	90°06'13"
C8	218.63'	50.00'	250°31'44"
C9	30.77'	25.00'	70°31'44"
C10	150.83'	225.00'	38°24'30"
C11	21.03'	25.00'	48°11'23"
C12	227.27'	50.00'	260°25'56"
C13	53.34'	25.00'	122°14'33"
C14	117.63'	175.00'	98°30'43"
C15	39.36'	25.00'	90°12'19"
C16	39.61'	25.00'	90°46'04"
C17	68.44'	150.00'	26°08'35"
C18	39.27'	25.00'	90°00'00"
C19	86.17'	225.00'	21°56'32"
C20	218.63'	50.00'	250°31'44"
C21	30.77'	25.00'	70°31'44"
C22	105.31'	275.00'	21°56'32"
C23	34.44'	25.00'	78°56'20"
C24	54.91'	208.15'	15°06'55"
C25	26.25'	140.00'	10°44'29"
C26	39.27'	25.00'	90°00'00"
C27	213.88'	50.00'	245°05'25"
C28	30.72'	25.00'	70°24'31"
C29	39.27'	25.00'	90°00'00"
C30	91.26'	200.00'	26°08'35"
C31	39.27'	25.00'	90°00'00"
C32	39.27'	25.00'	90°00'00"
C33	84.02'	125.00'	38°30'43"
C34	38.74'	25.00'	88°47'44"
C35	150.18'	275.00'	31°17'22"
C36	36.64'	25.00'	83°58'55"
C37	32.05'	25.00'	73°26'44"
C38	124.95'	350.00'	20°27'17"

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR
ATTEST: CITY CLERK



Tucson Village

PUD 234

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

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SAND SPRINGS, OK 74063
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FAX: 918.514.4288

NOW ALL MEN BY THESE PRESENTS:

TUCSON VILLAGE, LLC., AN OKLAHOMA CORPORATION, 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:

LEGAL DESCRIPTION OF TRACT

A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 1 AND 2 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 88°42'11" WEST ALONG THE NORTH LINE OF SAID SECTION 1 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 01°24'02" EAST A DISTANCE OF 211.35 FEET; THENCE SOUTH 10°21'15" EAST A DISTANCE OF 157.15 FEET; THENCE NORTH 78°35'24" EAST A DISTANCE OF 123.65 FEET; THENCE SOUTH 70°19'27" EAST A DISTANCE OF 115.52 FEET; THENCE SOUTH 40°57'51" EAST A DISTANCE OF 56.13 FEET; THENCE SOUTH 21°29'50" EAST A DISTANCE OF 89.27 FEET; THENCE SOUTH 49°22'56" EAST A DISTANCE OF 160.70 FEET; THENCE SOUTH 41°36'49" EAST A DISTANCE OF 209.36 FEET; THENCE SOUTH 88°36'07" EAST A DISTANCE OF 84.97 FEET TO A POINT ON THE EAST LINE OF SECTION 1; THENCE SOUTH 01°23'53" EAST A DISTANCE OF 546.56 FEET ALONG THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 88°44'26" WEST A DISTANCE OF 1209.92 FEET; THENCE NORTH 01°17'49" WEST A DISTANCE OF 540.93 FEET; THENCE NORTH 88°42'11" EAST A DISTANCE OF 20.48 FEET; THENCE NORTH 01°17'49" WEST A DISTANCE OF 120.00 FEET; THENCE SOUTH 88°42'11" WEST A DISTANCE OF 421.48 FEET; THENCE NORTH 22°59'04" EAST A DISTANCE OF 30.88 FEET; THENCE NORTH 67°00'56" WEST A DISTANCE OF 118.78 FEET; THENCE NORTH 70°57'01" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 19°03'15" EAST A DISTANCE OF 0.0 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 350.00 FEET AND A DELTA OF 20°27'17" A DISTANCE OF 124.95 FEET HAVING A CHORD BEARING AND DISTANCE OF NORTH 08°49'37" EAST FOR 124.29 FEET; THENCE NORTH 01°24'02" WEST A DISTANCE OF 273.03 FEET; THENCE NORTH 35°03'31" WEST A DISTANCE OF 18.04 FEET; THENCE NORTH 01°24'02" WEST A DISTANCE OF 75.14 FEET; THENCE NORTH 46°20'55" WEST A DISTANCE OF 35.32 FEET; THENCE NORTH 01°17'49" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SECTION 1; THENCE NORTH 88°42'11" EAST ALONG THE NORTH LINE OF SAID SECTION 1 A DISTANCE OF 1104.85 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.596,970 S.F. AND 36.66 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 107 LOTS, 7 BLOCKS, AND 4 RESERVES IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TUCSON VILLAGE" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA. (THE "SUBDIVISION")

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

- A. **PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" OR "UTILITY EASEMENT". FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW 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 ALL UTILITY LINES, INCLUDING 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 SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. 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, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- B. **UNDERGROUND SERVICE**
 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG 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 SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN 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 MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
 3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
 4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE

SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

- C. **WATER, SANITARY SEWER AND STORM SEWER SERVICE**
 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW MAY SPECIFICALLY ENFORCE THIS PROVISION.
 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.
 4. 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 OR SEWER FACILITIES.
 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- D. **PAVING AND LANDSCAPING WITHIN EASEMENTS**
THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- E. **GAS SERVICE**
 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
 3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
 4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
 5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
 6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- F. **SURFACE DRAINAGE AND LOT GRADING RESTRICTION**
EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC 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. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- G. **LIMITS OF NO ACCESS**
THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO TUCSON STREET (EAST 121ST STREET SOUTH) AND 23RD STREET (SOUTH 193RD EAST AVENUE) WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.
- H. **RESERVE AREAS**
 1. THE USE OF RESERVE AREAS A, B, C AND D SHALL BE LIMITED TO USE AS OPEN SPACE, LANDSCAPING, OVERLAND DRAINAGE AND DETENTION AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREAS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- I. **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. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.
- J. **MINIMUM BUILDING SETBACKS AND YARDS**
 1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
 2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARD ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET. NO ACCESS SHALL BE ALLOWED TO STREETS

WHERE ABUTTING BUILDING LINE IS LESS THAN 25 FEET.

3. THE MINIMUM REAR YARD SHALL BE IN ACCORDANCE TO PUD-234 AND BE NO LESS THAN TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
- K. **CERTIFICATE OF OCCUPANCY RESTRICTIONS**
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.
- L. **OVERLAND DRAINAGE AND DETENTION EASEMENTS**
 1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "OVERLAND DRAINAGE EASEMENTS" OR "DETENTION EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
 2. DRAINAGE FACILITIES CONSTRUCTED IN ANY OVERLAND DRAINAGE EASEMENT OR DETENTION EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, OKLAHOMA.
 3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENTS OR DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL.
 4. ANY OVERLAND DRAINAGE EASEMENTS OR DETENTION EASEMENT AREAS AND FACILITIES LOCATED WITHIN RESERVE AREAS, AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN OVERLAND DRAINAGE EASEMENTS OR DETENTION EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOTS, PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/82ND OF THE COSTS AND SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BROKEN ARROW.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

- A. **PLANNED UNIT DEVELOPMENT RESTRICTIONS**
WHEREAS TUCSON VILLAGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 234 PURSUANT TO SECTION 3, ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 1560) AS AMENDED AND EXISTED ON MAY 2, 2005 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"), WHICH PUD 234 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON MARCH 12, 2015, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON APRIL 7, 2015; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, NURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE 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 INURE 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.
 - B. **PERMITTED USES** SINGLE FAMILY DETACHED DWELLINGS
 - C. **GROSS RESIDENTIAL AREA** 52.35 ACRES FOR PUD-234
 - D. **MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)** 8,500 SF
 - E. **MAXIMUM NUMBER OF DWELLING UNITS** 200 FOR PUD-234
 - F. **MINIMUM LOT WIDTH** 52 FEET
 - G. **MINIMUM LOT SIZE** 6,000 SF
 - H. **MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET*** 15' ON SIDE YARD

* NO GARAGE OPENING SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. RESTRICTED ACCESS WILL BE SHOWN ACROSS THE PORTION OF THE LOT WITH THE 15 FOOT BUILDING SETBACK AS WELL AS 25 FEET ACROSS THE ADJACENT LOT. ON CORNER LOTS WITH A 15 FOOT BUILDING LINE SETBACK, FENCES SHALL NOT BE LOCATED BEYOND THE FRONT BUILDING LINE SETBACK.

* IN THE EVENT THAT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD, THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 25'. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

- I. **STREET DESIGN AND ACCESS LIMITATIONS**
ALL STREETS SHALL BE CONSTRUCTED AS REQUIRED TO MEET PUBLIC STREET STANDARDS AS DESCRIBED IN THE CITY OF BROKEN ARROW ENGINEERING STANDARDS. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG COUNTY LINE ROAD AND ADJACENT TO STREET RIGHT-OF-WAY. SIDEWALKS ALONG TUCSON STREET WILL NOT BE INCLUDED AS PART OF THIS PROJECT IN AREAS WHERE THE FLOODPLAIN ENCR OACHES IN THE STREET RIGHT OF WAY. THE COST OF THE ARTERIAL SIDEWALK ALONG TUCSON STREET SHALL BE ESCROWED TO THE CITY TO BE BUILT AT A LATER TIME. NO RESIDENTIAL LOTS SHALL BE ALLOWED TO HAVE DIRECT ACCESS TO E. TUCSON STREET OR COUNTY LINE ROAD. WE HAVE ANTICIPATED TWO STUB STREETS TO THE SOUTH OF OUR SITE FOR FUTURE RESIDENTIAL DEVELOPMENT.

- J. **UTILITIES**
STORM SEWER, WATER AND SEWER SERVICE WILL BE PUBLICLY MAINTAINED UTILITIES PROVIDED BY THE CITY OF BROKEN ARROW AND INSTALLED BY THE DEVELOPER. AT THIS TIME WE DO NOT ANTICIPATE A DETENTION FACILITY HOWEVER IF STORMWATER DETENTION IS REQUIRED WE WILL CONSTRUCT THE FACILITY IN THE FLOODPLAIN AREA ON THE WEST SIDE OF THE PROJECT. THAT DETENTION AND OPEN SPACE AREA WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

FRANCHISE UTILITIES WILL ALSO SERVE THE PROJECT WITH COMMUNICATIONS, NATURAL GAS, AND ELECTRICITY. WE ANTICIPATE UNDERGROUND SERVICES THROUGHOUT THE DEVELOPMENT.

- K. **LANDSCAPE AND SCREENING STANDARDS**
LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG COUNTY LINE ROAD AND SHALL CONFORM TO THE CITY OF BROKEN ARROW ZONING ORDINANCE 1930 AND PUD-234. IN ADDITION, A LANDSCAPE RESERVE AREA OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG COUNTY LINE ROAD. AT LEAST ONE TREE FROM THE APPROVED LARGE TREE LIST IN THE BROKEN ARROW ZONING ORDINANCE SHALL BE INSTALLED IN THE RESERVE AREA FOR EVERY 40' OF FRONTAGE ALONG COUNTY LINE ROAD AND TUCSON AVENUE HOWEVER EXISTING TREES THAT MAY BE PRESERVED WILL BE USED TO SATISFY THE REQUIREMENT. ALL TREES SHALL BE AT LEAST 2.5 INCHES IN CALIPER, EXCEPT THAT A TREE-FORM CRAPE MYRTLE, WITH ANTICIPATED FULL HEIGHT OVER 15 FEET MAY BE USED IN SELECTED LOCATIONS ALONG THE RESERVE AREA. HOWEVER, LESS THAN 50 PERCENT OF THE REQUIRED TREES SHALL BE CRAPE MYRTLE. IF OVERHEAD UTILITIES ARE INSTALLED ALONG THE COUNTY LINE ROAD STREET RIGHT-OF-WAY SMALL TREES MAY BE ALLOWED IN LIEU OF THE LARGE TREE COMMITMENT. SHOULD CRAPE MYRTLES BE USED, TWO CRAPE MYRTLES ARE REQUIRED BY THE ZONING ORDINANCE FOR EACH REQUIRED TREE.

ALL OPEN SPACE RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION UNLESS OTHERWISE ACCEPTED BY THE CITY OF BROKEN ARROW FOR PERPETUAL MAINTENANCE AS PART OF THE BROKEN ARROW FLOODPLAIN POLICY. THE NORMAL 35' BUILDING LINE REQUIRED ADJACENT TO COUNTY LINE ROAD SHALL INCLUDE THE 15' LANDSCAPE RESERVE. THE PLAT WILL SHOW A 20' BUILDING SETBACK LINE FROM THE LOT LINE ADJACENT TO THE WEST LINE OF THE RESERVE AREA.

INSIDE THE RESERVE AREA ADJACENT TO THE REAR OR SIDE YARDS OF RESIDENTIAL LOTS ADJACENT TO COUNTY LINE ROAD, AN ARCHITECTUREALLY ATTRACTIVE OPAQUE FENCE, AT LEAST 6' IN HEIGHT, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ZONING ORDINANCE. FENCING ALONG THE COUNTY LINE ROAD SHALL BE INSTALLED BY THE DEVELOPER IN THE 15' WIDE RESERVE AREA ADJACENT TO THE STREET RIGHT OF WAY AND SHALL INCLUDE A FENCE OFFSET OR 2' SQUARE MASONRY COLUMN SPACED NOT MORE THAN 80' ALONG THE LENGTH OF THE STREET RIGHT.

DUE TO THE LARGE FLOODPLAIN AREA ALONG TUCSON STREET A SCREENING FENCE MAY NOT BE BUILT ADJACENT TO THE STREET RIGHT OF WAY EXCEPT ADJOINING A SINGLE FAMILY LOT, WHERE THE STORM WATER DETENTION OR FLOODPLAIN ADJACENT TO ANY PUBLIC STREET OR HIGHWAY IS AN OBSTRUCTION TO THE CONNECTION FROM THE STREET TO THE FLOODPLAIN AREA TO ADD VARIETY TO THE VISUAL CHARACTER OF THE STREETScape.

FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AT THE SAME TIME THE LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

ALL TRAFFIC ISLANDS SURROUNDED BY STREET RIGHT OF WAY SHALL INCLUDE APPROPRIATE LANDSCAPING AND BERMS TO ADD VISUAL CHARACTER TO THE COMMUNITY AND AID IN SLOWING TRAFFIC PATTERNS THROUGH THE PROJECT SITE.

SECTION III. PRIVATE RESTRICTIONS

- A. **ARCHITECTURAL COMMITTEE**
 1. **PLAN REVIEW.** NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
 2. **COMMITTEE PURPOSE.** THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE 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.

