





# The Woods of Jasper Estates

## PUD 265

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE S/2 OF THE SE/4 OF SECTION ONE (1), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

**OWNER/DEVELOPER**  
AUTRY PROPERTY GROUP LLC

12830 S. 188TH EAST AVE.  
BROKEN ARROW, OK 74011  
PHONE: 918.456-4124  
FAX: 918.466.1204  
ATTN: MARK AUTRY

**ENGINEER/SURVEYOR**  
AAB ENGINEERING LLC

CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020  
PO BOX 2136  
SAWD SPRINGS, OK 74063  
PHONE: 918.514.4283  
FAX: 918.514.4288

**M. FENCE AND LANDSCAPE EASEMENT**

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION, AN EXCLUSIVE PERPETUAL EASEMENT TO SERVE THE FENCING, LANDSCAPING AND LANDSCAPING ALONG THE SOUTH AND EAST BOUNDARIES OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS FENCE & LANDSCAPE EASEMENT OR FILE.

**N. OVERLAND DRAINAGE 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' 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 SHALL BE IN ACCORDANCE WITH THE STANDARDS OF THE BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT 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, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONDITIONS 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 TREE 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 AREAS AND FACILITIES LOCATED WITHIN RESERVE AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON THE INTENDED USE AND BY THE HOMEOWNERS ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENT OF THE EASEMENT. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN OVERLAND DRAINAGE 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 LOT OWNERS OR HOMEOWNERS ASSOCIATION. THE COST OF THE EASEMENT SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION. THE COST OF MAINTENANCE AFTER THE EASEMENT IS ESTABLISHED SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION. 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 THE WOODS OF JASPER ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 265 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 - 265 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON SEPTEMBER 14, 2017, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON OCTOBER 3, 2017, AND WHEREAS THE PLANNING COMMISSION'S PROVISIONS TO THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD COMPLIANT 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 AGAINST 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: 27.97 ACRES FOR PUD-265
- D. MAXIMUM NUMBER OF DWELLING UNITS: 28
- E. MINIMUM LOT WIDTH: 115 FEET
- F. MINIMUM LOT SIZE: 22,000 SF
- G. MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET: 15 FEET ON SIDE YARD
- H. STREET DESIGN AND ACCESS LIMITATIONS: ALL STREETS SHALL BE CONSTRUCTED TO MEET PUBLIC STREET STANDARDS AS DESCRIBED IN THE CITY OF BROKEN ARROW, ENGINEERING STANDARDS WITH TWO EXCEPTIONS. FIRST, THE TYPICAL PAVEMENT THICKNESS SHALL BE AS PRESCRIBED BY TULSA COUNTY ENGINEERING CRITERIA. THIS TYPICAL SECTION IS DESIGNED TO ACCOMMODATE LOADINGS THAT ARE MORE TYPICAL OF THOSE EXPERIENCED IN A RURAL, 1/2 ACRE SUBDIVISION WITH RELATIVELY FEW LOTS, SINCE THE STREETS ARE PRIVATE AND TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION THERE IS NO RISK OF INCREASED MAINTENANCE COST TO THE CITY OF BROKEN ARROW. THE CITY OF BROKEN ARROW MAY NOT ASSUME MAINTENANCE RESPONSIBILITY FOR THE STREETS WITHIN THE SUBDIVISION UNLESS THEY ARE RECONSTRUCTED AND UPGRADED TO MEET THE CITY OF BROKEN ARROW, SECOND DIVISION, STANDARD. SECOND, DRAINAGE WILL BE ACCOMMODATED USING ROADSIDE BAR DITCHES, INSTEAD OF SIDEWALKS, SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG SOUTH 23RD STREET AND JASPER STREET.

**L. LANDSCAPE AND SCREENING STANDARDS**

LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG 23RD STREET, SOUTH AND JASPER STREET AND SHALL CONFORM TO THE CITY OF BROKEN ARROW ZONING ORDINANCE 1630 AND PUD-24. ALL OPEN SPACE RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION UNLESS OTHERWISE ACCEPTED BY THE CITY OF BROKEN ARROW. LANDSCAPING AND SCREENING SHALL BE PROVIDED AND APPROVED BY THE CITY OF BROKEN ARROW. FLOODPLAIN POLICE 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 AD IN SLOWING TRAFFIC PATTERNS THROUGH THE PROJECT SITE.

### SECTION III. HOMEOWNERS' ASSOCIATION

**A. FORMATION OF HOMEOWNERS' ASSOCIATION**

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE WOODS OF JASPER ESTATES (HEREINAFTER REFERRED TO AS THE 'HOMEOWNERS ASSOCIATION') AS SET FORTH IN THE RESTRICTIONS AND COVENANTS OF RECORD, INCLUDING BUT WITHOUT LIMITATION, THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, INVOLVING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE WOODS OF JASPER ESTATES ADDITIONS.

**B. MEMBERSHIP**

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

**C. ASSESSMENT**

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

**A. ENFORCEMENT**

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I, RESTRICTIONS AND COVENANTS, AND SET FORTH CERTAIN COVENANTS AND RESTRICTIONS. RIGHTS 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 III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

**B. DURATION**

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

**C. AMENDMENT**

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC 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 PLANNING COMMISSION OF THE CITY OF BROKEN ARROW AND STAFF, OR ITS SUCCESSORS AND BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE SUBDIVISION. THE PROVISIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER AND AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE OWNERSHIP OF AT LEAST 1 LOT. 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.

**D. SEVERABILITY**

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

IN WITNESS WHEREOF, AUTRY PROPERTY GROUP LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 11TH DAY OF SEPTEMBER, 2019.

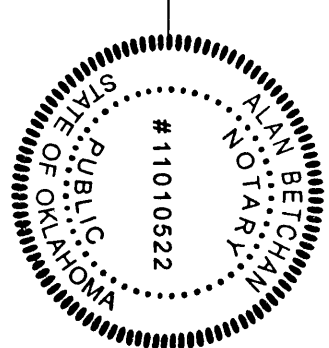
AUTRY PROPERTY GROUP LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: *Mark Autry*  
MARK AUTRY, MANAGER

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF Tulsa )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11TH DAY OF SEPTEMBER, 2019, BY MARK AUTRY, MANAGER OF AUTRY PROPERTY GROUP, LLC

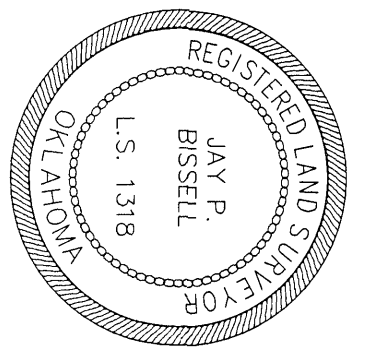
*Notary Signature*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 11/01/2021  
COMMISSION NUMBER: 11-27-2019



**CERTIFICATE OF SURVEY**

I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS THE WOODS OF JASPER ESTATES A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSES FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

*Notary Signature*  
JAY P. BISSELL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1318



STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 11TH DAY OF SEPTEMBER, 2019, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON AS THE NAME IN THE FOREGOING INSTRUMENT, 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 Signature*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: NOVEMBER 20, 2019  
COMMISSION NUMBER: 11010522

