

CONDITIONAL FINAL PLAT-OVERALL

TIMBER RIDGE PHASE I

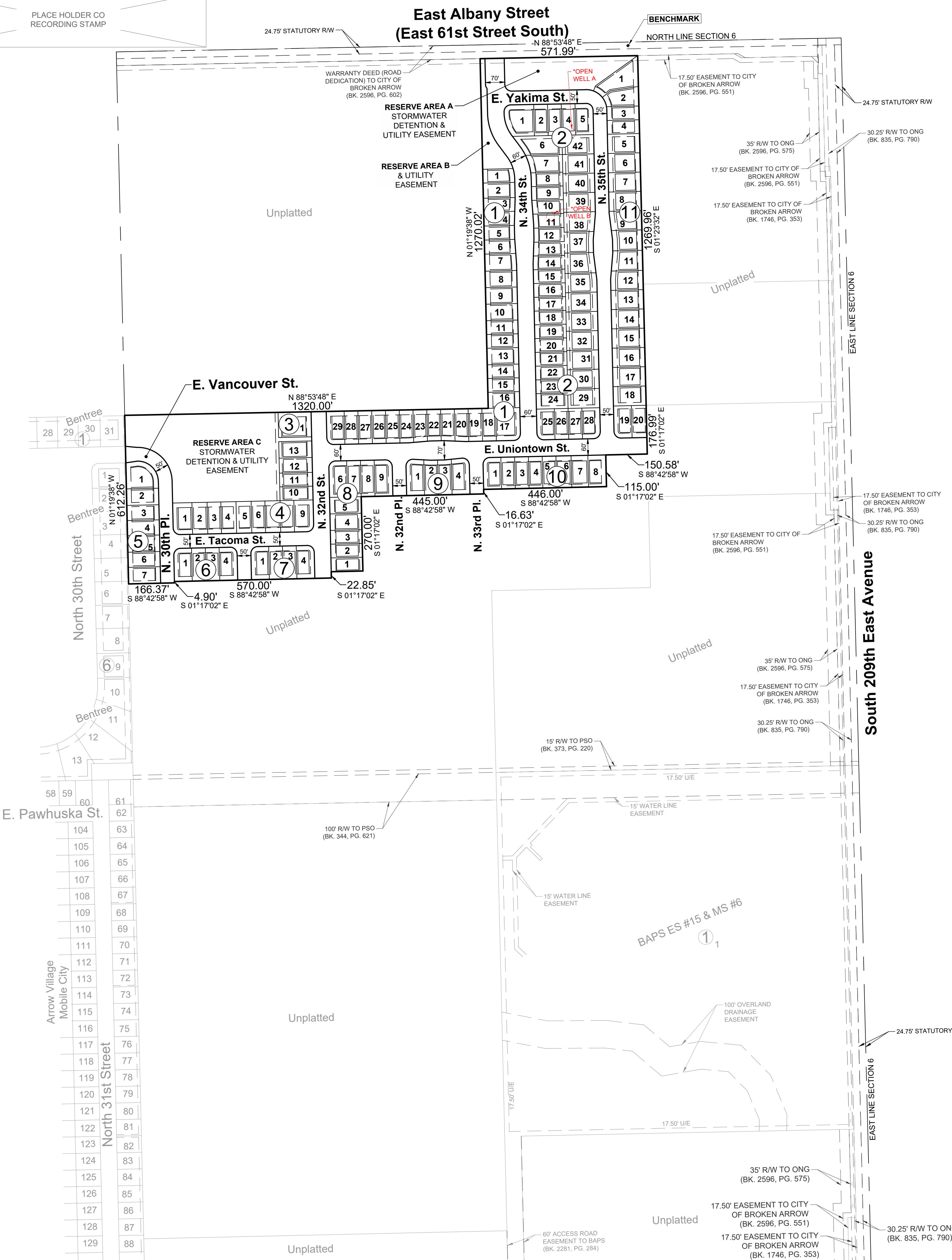
PUD-334 / CASE NO. BAZ-2102

PART OF THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Glen Wood Homes, LP
5705 East 71st Street, Suite #220
Tulsa, Oklahoma, 74136
CONTACT: HAMID VALAD KHANI

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
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CONDITIONAL FINAL PLAT

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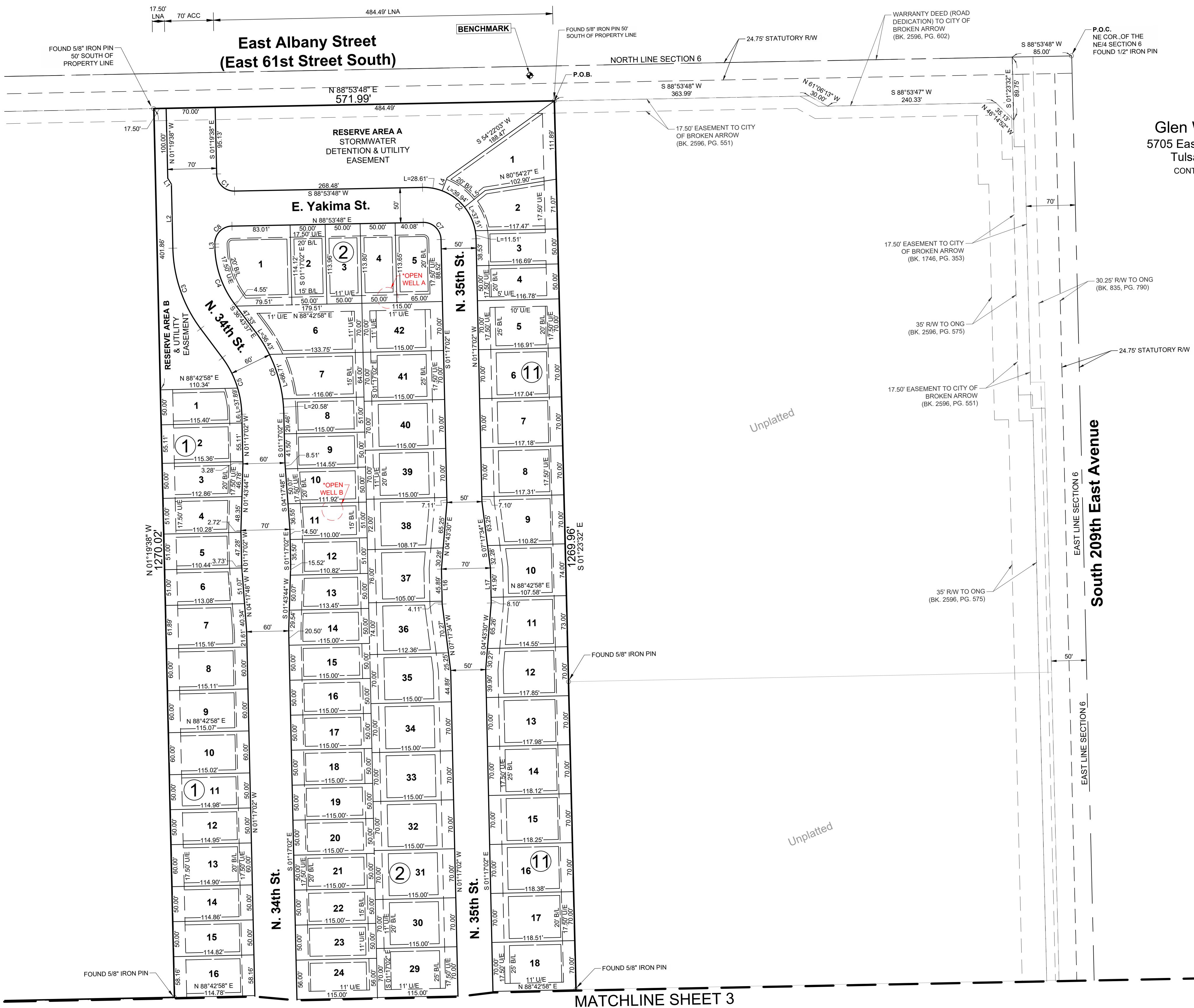
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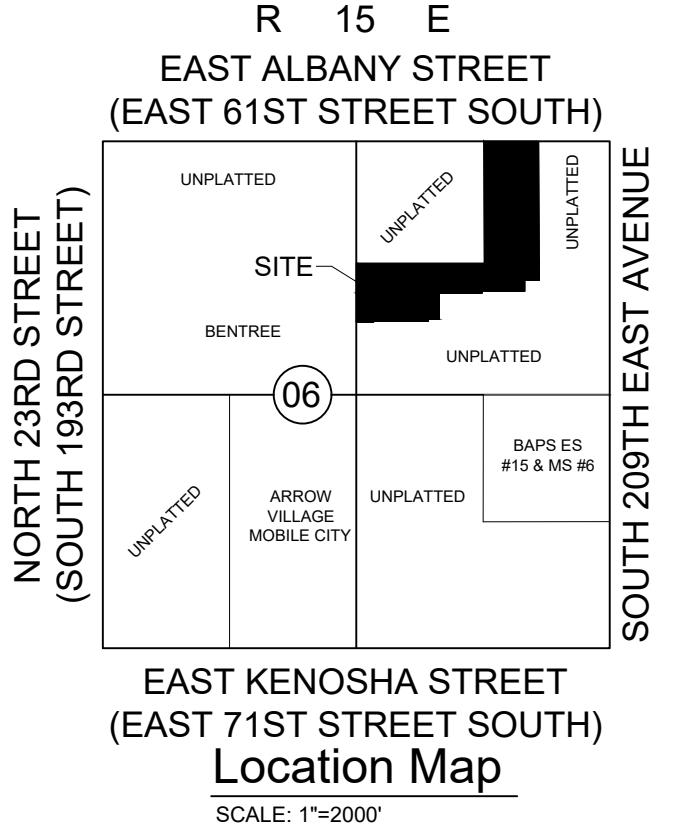
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***EXISTING WELL DATA (SURVEYED)**

The diagram illustrates a sheet index. It features two rectangular boxes representing individual sheets. The top box is labeled "SHEET 2" and is shaded gray. The bottom box is labeled "SHEET 3" and is white. A vertical line of dots connects the top of the "SHEET 2" box to the top of the "SHEET 3" box, indicating they are stacked vertically. The entire assembly is enclosed within a large, stepped rectangular frame. The bottom part of this frame is composed of dashed lines, while the top part is solid. The text "Sheet Index" is centered at the bottom of the frame.



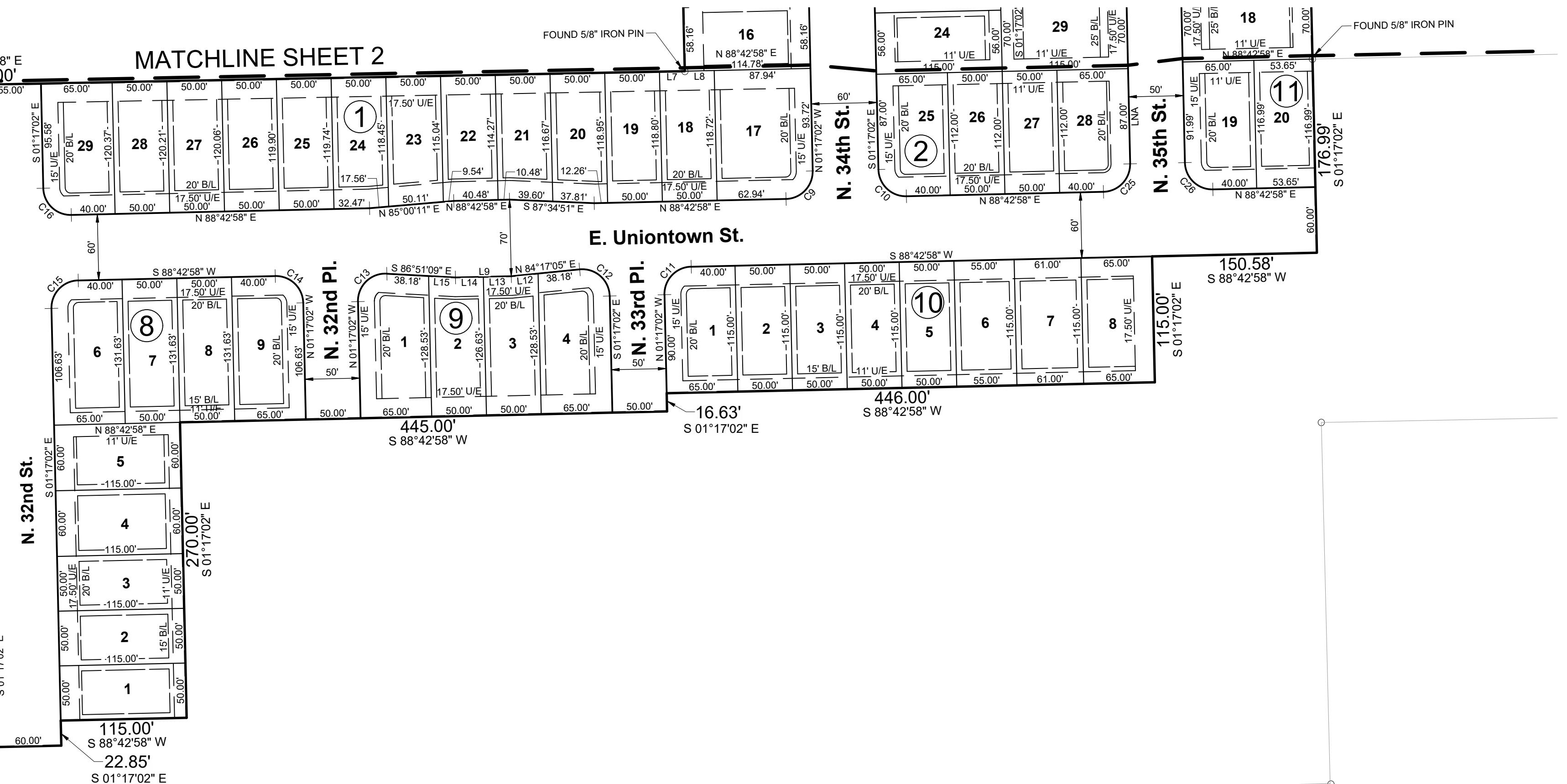
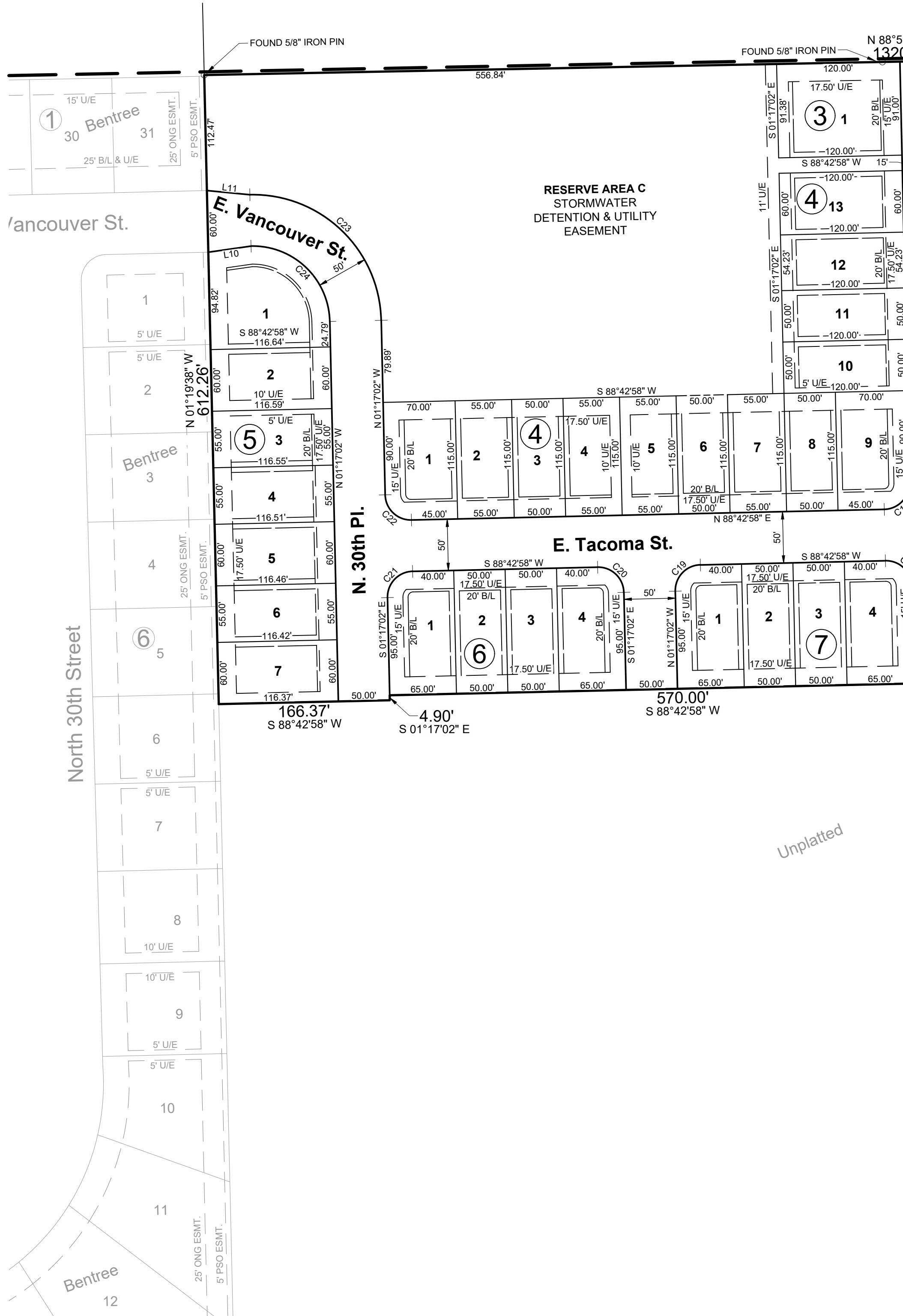
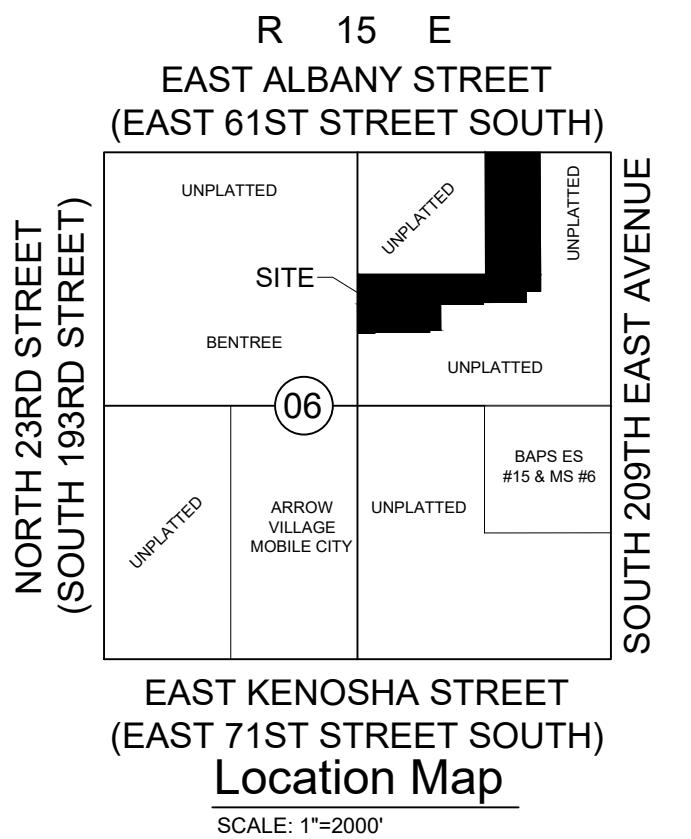
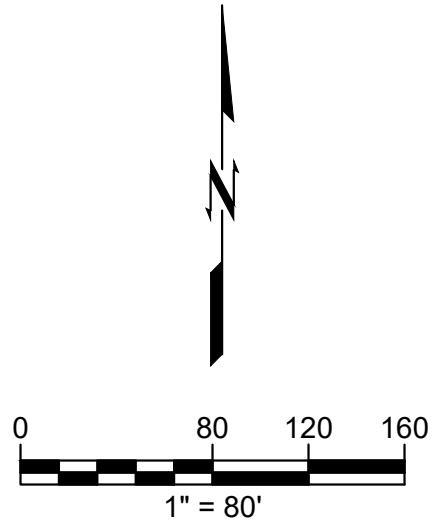
PLACE HOLDER
LEAVE OPEN

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

PART OF THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.



CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.00'	N 31°19'38" W
L2	91.34'	N 01°19'38" W
L3	4.58'	N 01°19'38" W
L4	20.00'	N 20°45'08" E
L5	37.75'	N 51°16'02" E
L6	12.57'	N 01°17'02" W
L7	23.16'	N 88°53'48" E
L8	26.84'	N 88°42'58" E
L9	50.97'	N 88°42'58" E
L10	42.00'	N 81°55'25" E
L11	42.06'	S 84°24'42" E
L12	24.59'	S 84°17'05" W
L13	25.48'	S 88°42'58" W
L14	25.48'	S 88°42'58" W
L15	24.59'	N 86°51'09" W
L16	50.00'	S 01°17'02" E
L17	50.00'	S 01°17'02" E

CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.17'	25.00'	89°46'34"	S 46°12'55" E	35.29'
C2	117.57'	75.00'	89°49'10"	N 46°11'37" W	105.90'
C3	123.57'	200.00'	35°23'59"	S 19°01'37" E	121.61'
C4	86.50'	140.00'	35°23'59"	S 19°01'37" E	85.13'
C5	86.60'	140.00'	35°26'35"	N 19°00'19" W	85.23'
C6	123.72'	200.00'	35°26'35"	N 19°00'19" W	121.76'
C7	39.19'	25.00'	89°49'10"	N 46°11'37" W	35.30'
C8	39.37'	25.00'	90°13'26"	S 43°47'05" W	35.42'
C9	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C10	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C11	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C12	41.20'	25.00'	94°25'53"	N 48°29'59" W	36.70'
C13	41.20'	25.00'	94°25'53"	S 45°55'55" W	36.70'
C14	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C15	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C16	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C17	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C18	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C19	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C20	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C21	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C22	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C23	196.35'	125.00'	90°00'00"	N 46°17'02" W	176.78'
C24	117.81'	75.00'	90°00'00"	S 46°17'02" E	106.07'
C25	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C26	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'

Lot Area Table (Block 1)		
Lot #	Area	(Acre)
1	5,708	0.13
2	6,358	0.15
3	5,709	0.13
4	5,687	0.13
5	5,624	0.13
6	5,700	0.13
7	7,086	0.16
8	6,908	0.16
9	6,905	0.16
10	6,903	0.16
11	5,750	0.13
12	5,748	0.13
13	6,895	0.16
14	5,744	0.13
15	5,742	0.13
16	6,677	0.15
17	10,306	0.24
18	5,937	0.14
19	5,944	0.14
20	5,906	0.14
21	5,760	0.13
22	5,720	0.13
23	5,837	0.13
24	5,973	0.14
25	5,991	0.14
26	5,999	0.14
27	6,007	0.14
28	6,015	0.14
29	7,697	0.18

Lot Area Table (Block 2) CONT'D		
Lot #	Area	(ACRE)
23	5,750	0.13
24	6,440	0.15
25	7,146	0.16
26	5,600	0.13
27	5,600	0.13
28	7,146	0.16
29	8,050	0.18
30	8,050	0.18
31	8,050	0.18
32	8,050	0.18
33	8,050	0.18
34	8,050	0.18
35	8,017	0.18
36	8,027	0.18
37	8,028	0.18
38	8,058	0.18
39	8,050	0.18
40	8,050	0.18
41	8,050	0.18
42	8,050	0.18

Lot Area Table (Block 7)		
Lot #	Area	(ACRE)
1	7,666	0.18
2	6,000	0.14
3	6,000	0.14
4	7,666	0.18

Lot Area Table (Block 8)

Lot #	Area	(ACRE)
1	5,750	0.13
2	5,750	0.13
3	5,750	0.13
4	6,900	0.16
5	6,900	0.16
6	8,422	0.19
7	6,582	0.15
8	6,582	0.15
9	8,422	0.19

Lot Area Table (Block 9)

Lot #	Area	(ACRE)
1	8,358	0.19
2	6,355	0.15
3	6,355	0.15
4	8,358	0.19

Lot Area Table (Block 10)

Lot #	Area	(ACRE)
1	10,943	0.25

Lot Area Table (Block 4)

Lot #	Area	(ACRE)
1	7,916	0.18
2	6,325	0.15
3	5,750	0.13
4	6,325	0.15
5	6,325	0.15
6</td		

**CONDITIONAL FINAL PLAT
TIMBER RIDGE PHASE I
PUD-334 / CASE NO. BAZ-2102
DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

TIMBER RIDGE

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, LP, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SIX (6); THENCE S88°53'48" W AND ALONG THE NORTH LINE OF SAID SECTION SIX (6) FOR A DISTANCE OF 85.00 FEET; THENCE S01°23'32" E FOR A DISTANCE OF 89.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N46°14'52" W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 35.13 FEET; THENCE S88°53'47" W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 240.33 FEET; THENCE N61°06'13" W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE S88°53'48" W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 363.99 FEET TO THE POINT OF BEGINNING; THENCE S01°23'32" E FOR A 1269.96 FEET; THENCE S01°17'02" E FOR A DISTANCE OF 176.99 FEET; THENCE S88°42'58" W FOR A DISTANCE OF 150.50 FEET; THENCE S01°17'02" E FOR A DISTANCE OF 115.00 FEET; THENCE S88°42'58" W FOR A DISTANCE OF 446.00 FEET; THENCE S01°17'02" E FOR A DISTANCE OF 16.68 FEET; THENCE S88°42'58" W FOR A DISTANCE OF 445.00 FEET; THENCE S01°17'02" E FOR A DISTANCE OF 270.00 FEET; THENCE S88°42'58" W FOR A DISTANCE OF 115.00 FEET; THENCE S01°17'02" E FOR A DISTANCE OF 22.88 FEET; THENCE S88°42'58" W FOR A DISTANCE OF 570.00 FEET; THENCE S01°17'02" E FOR A DISTANCE OF 49.90 FEET; THENCE S88°42'58" W FOR A DISTANCE OF 166.37 FEET; THENCE N01°19'38" W FOR A DISTANCE OF 612.28 FEET; THENCE N88°53'48" E FOR A DISTANCE OF 132.00 FEET; THENCE N01°19'38" W FOR A DISTANCE OF 1270.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N88°53'48" E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 571.99 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 141 LOTS, 11 BLOCKS, AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "TIMBER RIDGE").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "A", "UTILITY EASEMENT" OR "RESERVE A, B OR C" 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, MANHOLES 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 DESCRIBED ON THE PLAT. THE OWNER HEREBY AGREES TO MAINTAIN 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, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT. FOR THE PURPOSE OF DELIVERING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT, THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS 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.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE A AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

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

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

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

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

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

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

2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) INTERFERE WITH PUBLIC WATER MAINS, OR IN THE JUDGEMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4), OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.

4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.

5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 PUBLIC SANITARY SEWER, OR STORM SEWER FACILITIES.

6. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON 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 FACILITIES.

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

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 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

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

E. SURFACE DRAINAGE

EVERY LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS, CITY OF BROKEN ARROW ORDINANCES AND CITY OF BROKEN ARROW DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTRAGE AND BETWEEN RESERVE BOUNDARIES, AND RESERVE C, FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY AND BUILDING WITHIN THE SUBDIVISION. COVENANT SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTRAGE OF, AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTRAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER, SYSTEMS AND DETENTION IN RESERVE A AND C SERVING THE ENTIRE SUBDIVISION) HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR A TEMPORARY CERTIFICATE OF OCCUPANCY.

I. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELOCATED BY THE BROKEN ARROW 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 ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. RESERVES

A. RESERVES A AND C - STORMWATER DETENTION AND UTILITY EASEMENTS

1. THE USE OF RESERVES A AND C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A AND C ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.

2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.

4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.

5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A OR C, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A OR C UNLESS APPROVED BY THE CITY OF BROKEN ARROW.

6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A AND C SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.

d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A AND C.

8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS 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 COPY OF THE STATEMENT OF COST IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/141ST OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE B - OPEN SPACE AND UTILITY EASEMENTS

1. THE USE OF RESERVE B SHALL BE LIMITED TO AN OPEN SPACE COMMON AREA AND THE PLACEMENT OF PUBLIC UTILITIES. RESERVE B IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.

2. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER, AND ACROSS RESERVE B AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.

3. RESERVE B SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED COMMON AREA AND OPEN SPACE FUNCTIONS. RESERVE B SHALL BE MAINTAINED IN AN ORDERLY CONDITION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NUISANCE ORDINANCES OF THE CITY OF BROKEN ARROW.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR "ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN TIMBER RIDGE, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

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 APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS