

Planned Unit Development No. ____

Walnut Grove

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Owner / Developer

CHRIS JOHNSON
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BIXBY, OKLAHOMA 74008
PHONE: (918) 629-8839
MR. CHRIS JOHNSON

Engineer

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C.A. # 6470 EXPIRES 6-30-2017

Surveyor

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2017 WEST 91ST STREET
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C.A. # 5848 EXPIRES: 6-30-2016

Basis of Bearings

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, T-17-N, R-14-E AS NORTH 01°24'39" WEST.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ 1694" AT ALL CORNERS.

Benchmark (BA 8)

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 8" - SET NORTHEAST OF 141ST STREET AND GARNETT ROAD. ELEVATION = 599.483' (NAVD 1988)

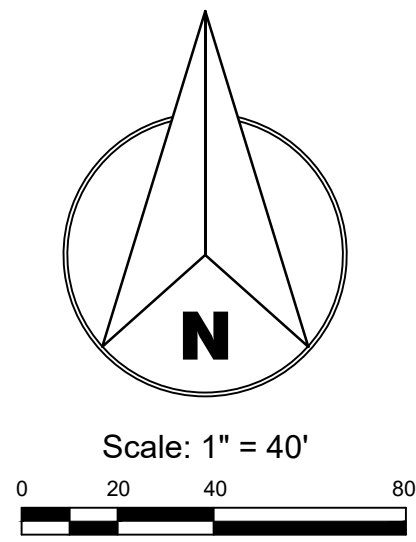
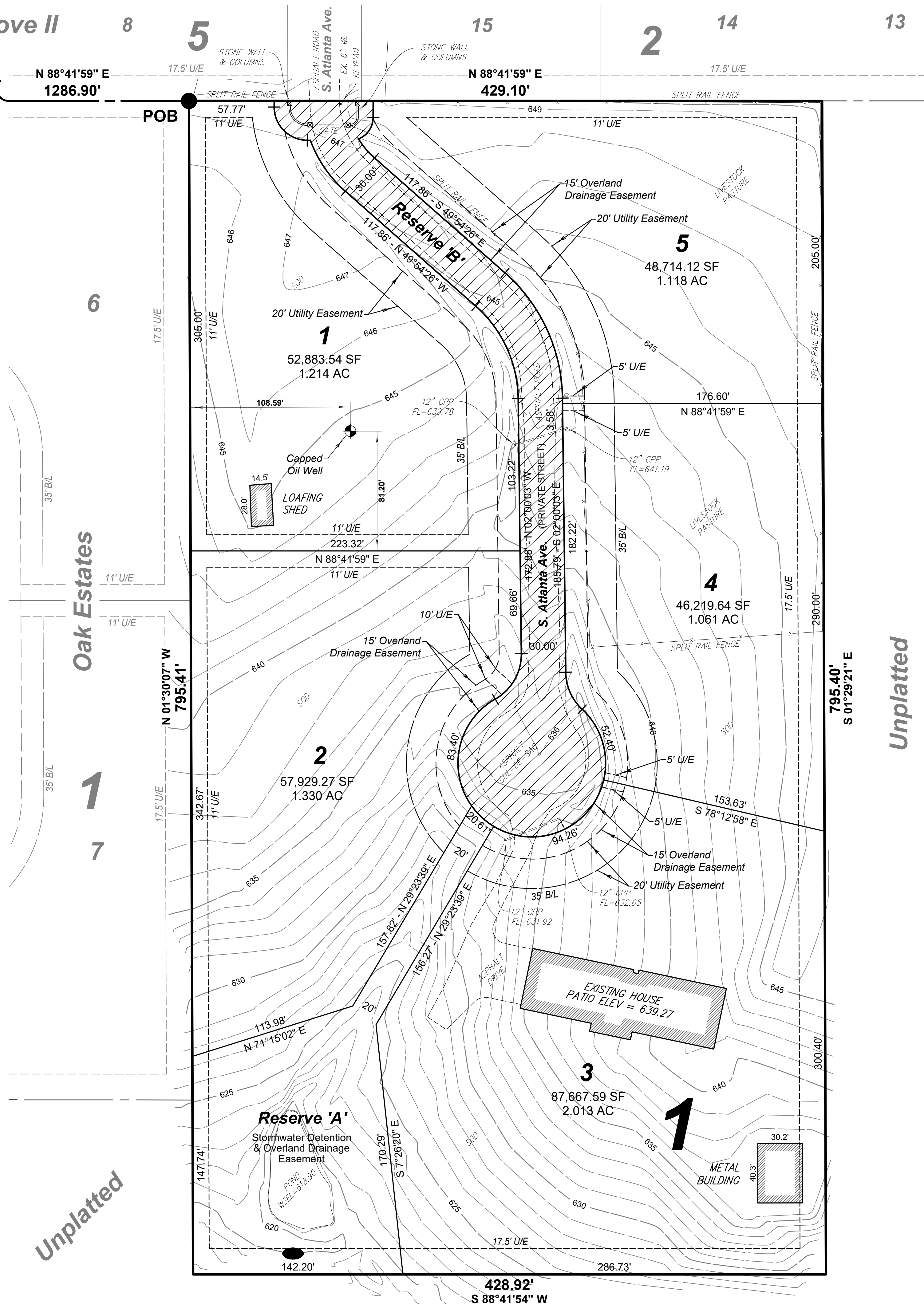
Floodplain Data

PROPERTY IS SITUATED IN UNSHADED ZONE 'X' PER FEMA FLOODPLAIN MAP NO. 40143C0451L - DATED OCTOBER 16, 2012.

Detention Determination
DD-91415-23

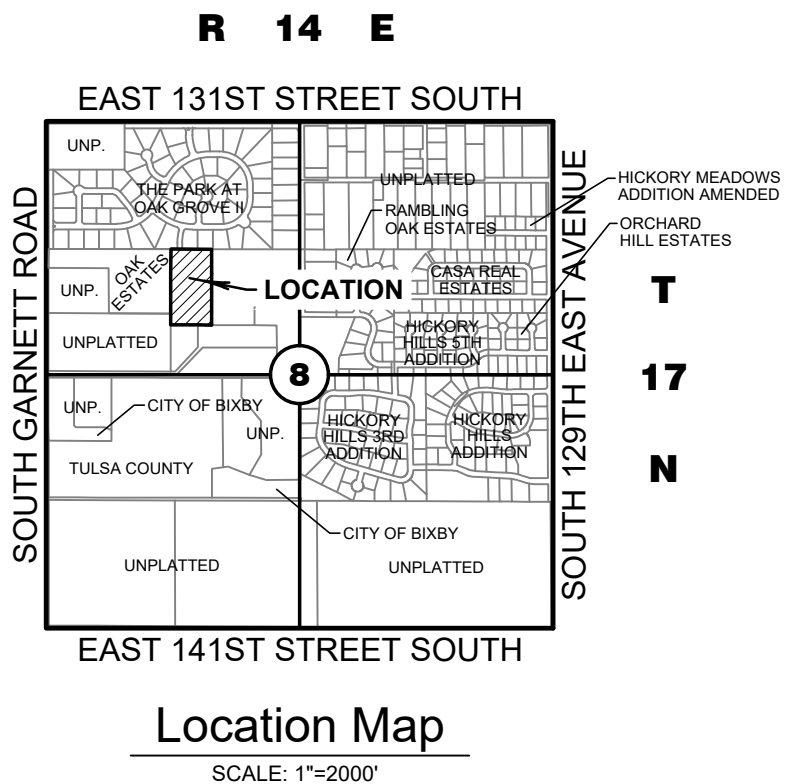
Driveway Summary Table

DRIVEWAY LOCATION	STRUCTURE DESCRIPTION
LOT 1	15" DRIVEWAY CULVERT (MINIMUM)
LOT 2	18" DRIVEWAY CULVERT (MINIMUM)
LOT 3	18" DRIVEWAY CULVERT (MINIMUM)
LOT 4	18" DRIVEWAY CULVERT (MINIMUM)
LOT 5	15" DRIVEWAY CULVERT (MINIMUM)



Legend

- B/L -- BUILDING SETBACK LINE
- POB -- POINT OF BEGINNING
- L.N.A. -- LIMITS OF NO ACCESS
- MA/E -- MUTUAL ACCESS EASEMENT
- U/E -- UTILITY EASEMENT
- MUTUAL ACCESS & UTILITY EASEMENT



Subdivision Statistics

SUBDIVISION CONTAINS FIVE (5) LOTS IN ONE (1) BLOCK AND TWO (2) RESERVE AREAS
GROSS SUBDIVISION AREA: 341,236.07 SF (7.834 AC)

Preliminary Plat

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, PAT KEY, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2016.

PAT KEY, TULSA COUNTY CLERK

DEPUTY _____

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

MAYOR _____

ATTEST: CITY CLERK

WALNUT GROVE
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT CHRIS JOHNSON, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BROKEN ARROW, OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION EIGHT (8); THENCE NORTH 88°41'59" EAST ALONG THE NORTH LINE OF SAID S/2 NW/4 A DISTANCE OF 1286.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°41'59" EAST 429.10 FEET; THENCE SOUTH 01°29'21" EAST 795.40 FEET; THENCE SOUTH 88°41'54" WEST 428.92 FEET; THENCE NORTH 01°30'07" WEST 795.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 341,236.07 SQUARE FEET OR 7.834 ACRES.

BASIS FOR BEARING: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, T17N, R14E AS NORTH 01°24'39" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 5 LOTS AND 1 BLOCK, AS SHOWN ON THE ATTACHED PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "WALNUT GROVE", A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 8, T-17-N, R-14-E, TULSA COUNTY, STATE OF OKLAHOMA, AND

SECTION I. UTILITY EASEMENTS AND RIGHTS-OF-WAY

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT (WALNUT GROVE) FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER/DEVELOPER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT, THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE WEST SIDE OF THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES 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 HOUSE AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, 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 THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE HOUSE.
- 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 OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE 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 THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES 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.

B. WATER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.
- WITHIN RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ATTACHED PLAT THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW MUNICIPAL WATER DEPARTMENT, HEREINAFTER REFERRED TO AS "THE CITY", OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE CITY, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER FACILITIES OWNED BY IT.
- THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENT OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. OVERLAND DRAINAGE EASEMENTS

- OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO BROKEN ARROW OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF BROKEN ARROW.
- THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.
- IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, BROKEN ARROW OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNERS ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, BROKEN ARROW, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY BROKEN ARROW.

E. SURFACE DRAINAGE

THE 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS WHICH MAY RESULT FROM NECESSARY USE FOR MAINTENANCE AND INSTALLATION OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATIONS OR TELEPHONE FACILITIES 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.

G. PRIVATE SANITARY SEWERAGE

- WITHIN THIS SUBDIVISION, SEWERAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS OR ALTERNATIVE SEPTIC SYSTEMS WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.
- THE APPROVAL AND RELEASE OF THE PLAT OF THIS SUBDIVISION DOES NOT CONSTITUTE A GUARANTY OR WARRANTY THAT EACH SEPTIC TANK SYSTEM OR ALTERNATIVE SEPTIC SYSTEM WILL FUNCTION PROPERLY.
- NO SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM SHALL BE INSTALLED WITHIN ANY LOT UNTIL THE PLANS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, AND A PERMIT DULY ISSUED.
- IF NOT PROVIDED BY THE DEVELOPER, THE OWNER MAY OR MAY NOT BE RESPONSIBLE FOR SUPPLYING PERCOLATION TESTING INFORMATION TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL OF SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEMS.
- THE SEPTIC SYSTEM OR ALTERNATE SEPTIC SYSTEM, AND THE SEWER SERVICE LINE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS.
- THE APPROVED PLANS MUST BE SUBMITTED TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND SHALL INCLUDE A SEWER LINE LOCATED AND DESIGNED TO PERMIT EFFECTIVE CONNECTION TO FUTURE PUBLIC SANITARY SEWER EXTENSIONS TO THE LOT.
- SUBSEQUENT TO INSTALLATION OF THE SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM, NO DRIVE, PAVING, SWIMMING POOL, LAWN SPRINKLER SYSTEM, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA OF THE LOT CONTAINING THE SEPTIC TANK, SEPTIC SYSTEM LATERAL LINES OR ALTERNATIVE SEPTIC SYSTEM.
- THE FOREGOING COVENANTS CONCERNING SEWERAGE FACILITIES SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

H. USE OF RESERVE AREA 'A'

RESERVE AREA 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITY AND OPEN SPACE FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF WALNUT GROVE. THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

I. USE OF RESERVE AREA 'B'

MUTUAL ACCESS EASEMENTS, DEPICTED AS "MAIE" OR "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

J. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'A' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

- IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

- IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, 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 RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/15TH OF THE COSTS.

- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, WALNUT GROVE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 239) AS PROVIDED WITHIN SECTIONS OF TITLE , BROKEN ARROW REVISED ORDINANCES BROKEN ARROW PLANNING COMMISSION, AND

WHEREAS, PUD NO. WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON _____, AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR BROKEN ARROW, OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE NO. _____ BEING ADOPTED ON _____, AND PUBLISHED ON _____, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW PLANNING COMMISSION ZONING CODE 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 INSURE 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.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

WALNUT GROVE SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 239 APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR BROKEN ARROW, OKLAHOMA, AND THE BROKEN ARROW PLANNING COMMISSION, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF WALNUT GROVE SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW PLANNING COMMISSION ZONING CODE, AS SUCH PROVISIONS EXISTED ON _____.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RS-2 ZONING DISTRICT AND SPECIFICALLY SINGLE-FAMILY RESIDENTIAL HOMES.

D. DEVELOPMENT STANDARDS

DEVELOPMENT AREA - SINGLE FAMILY LOTS

PERMITTED USES: DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

MAXIMUM DWELLING UNITS: 5

MINIMUM LOT WIDTH: 150 FEET

MINIMUM LOT SIZE: 22,500 SQUARE FEET

MINIMUM LIVABILITY SPACE PER LOT: 12,000 SQUARE FEET

MAXIMUM BUILDING HEIGHT: 40 FEET

MINIMUM BUILDING SETBACKS:

FROM PRIVATE STREET RESERVE AREA: 35 FEET
FROM OTHER BOUNDARIES OF THE PUD: 20 FEET
FROM INTERIOR SIDE LOT LINE : 15 FEET BOTH SIDES

OTHER BULK AND AREA REQUIREMENTS: AS SET FORTH WITHIN AN RE DISTRICT

OFF-STREET PARKING: WITHIN EACH LOT, THREE GARAGE SPACES SHALL BE PROVIDED

IDENTIFICATION SIGNS: ONE SIGN IDENTIFYING THE SUBDIVISION AND NOT EXCEEDING 33 SQUARE FEET IN DISPLAY SURFACES AREA, MAY BE AFFIXED TO THE EXISTING ENTRY WALLS

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BROKEN ARROW PLANNING COMMISSION. THE DEVELOPMENT AND USE OF WALNUT GROVE SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BROKEN ARROW PLANNING COMMISSION ZONING CODE AS THE SAME EXISTED ON _____.

SECTION III. RESTRICTIONS AND COVENANTS

A. HOMEOWNER'S ASSOCIATION

- THE OWNER AND DEVELOPER OF "WALNUT GROVE" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS UNTIL THE ESTABLISHMENT OF "WALNUT GROVE" HOMEOWNER ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY TO EACH LOT OWNER, OR PART THEREOF IN "WALNUT GROVE", BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT, OR PART THEREOF, OR ONE (1) YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER AND DEVELOPER TO A LOT BUYER-WHICHEVER OCCURS FIRST. THE ASSOCIATION SHALL BE FORMED, AND SHALL FUNCTION ACCORDING TO THE TERMS OF THE ARTICLES OF INCORPORATION, AND THE BY-LAWS. NOTICE OF THE EFFECTIVE DATE OF FORMAL ESTABLISHMENT OF THE ASSOCIATION SHALL BE FILED AT THE OFFICE OF THE CITY CLERK, BROKEN ARROW, OKLAHOMA, AND INDEXED TO THE PLAT OF "WALNUT GROVE".
- DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS OF THE ARTICLES AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES OR ASSESSMENTS. DUES OF THE ASSOCIATION SHALL BE TERMED "BASED DUES". BASE DUES SHALL BE DEFINED AS THOSE NECESSARY TO CONDUCT BUSINESS AND PROVIDE FOR THE COMMON GOOD OF ALL LOT OWNERS IN "WALNUT GROVE" AND THEY SHALL BE EVENLY APPLIED. MAINTENANCE OF COMMON AREAS ARE FOR THE COMMON GOOD, AND THEY SHALL INCLUDE: THE ENTRYWAY FEATURE, INCLUDING TREES AND LANDSCAPING, SPRINKLER SYSTEMS (IF ANY), LIGHTING, AND FENCING (INCLUDING THE FENCE MAINTAINED ON SOUTH GARNETT ROAD, ASPHALT STREETS AND STORM SEWERS LOCATED WITHIN THE MUTUAL ACCESS EASEMENT AREA AND THE RESERVE AREA 'A' AS DESIGNATED BY THE PLAT FOR "WALNUT GROVE". PAYMENT OF DUES OR ASSESSMENTS ESTABLISHED BY THE HOMEOWNER'S ASSOCIATION SHALL BE MANDATORY ACCORDING TO THE ARTICLES OF INCORPORATION AND/OR BY-LAWS OF THE ASSOCIATION. THE DUES WILL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE ASSOCIATION, AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE ASSOCIATION. EQUALITY OF DUES TO EACH LOT OWNER IS REQUIRED.

B. ARCHITECTURAL COMMITTEE

- WALNUT GROVE ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. CHRIS JOHNSON AND HIS SUCCESSORS AND ASSIGNS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER AT A POINT IN TIME MUTUALLY AGREEABLE TO THE "WALNUT GROVE" HOMEOWNERS ASSOCIATION. THE UNDERSIGNED OWNER AND DEVELOPER, A DULY ELECTED ARCHITECTURAL COMMITTEE SHALL BE FORMED CONSISTING OF MEMBERS OF THE ASSOCIATION.
- NO BUILDING SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT IN "WALNUT GROVE" UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAVE BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY ONE (21) DAYS OF RECEIPT OF SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. 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 ERRECTED, 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, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON DECEMBER 1, 2025. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

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

MAYOR

ATTEST: CITY CLERK

