



City of Broken Arrow
Meeting Agenda
Board of Adjustment
AMENDED

City of Broken Arrow
Council Chambers
220 S 1st Street
Broken Arrow OK
74012

Chairperson Mindy Payne
Vice Chairperson Judd Hatch
Member Kamara Washington
Member George Ghesquire
Member Michelle Bergwall

Monday, June 13, 2022

5:00 PM

Council Chambers

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [22-770](#) Approval of Board of Adjustment meeting minutes of April 11, 2022

Attachments: [04-11-2022 Board of Adjustment Minutes](#)

4. Public Hearings

- A. [22-769](#) Public hearing, consideration, and possible action regarding BOA 729, Lot 3, Block 1, Foxboro, 1.00 acres, R-2, request to reduce the front building setback line along Juniper Place from 25 feet to 20 feet, located approximately one-half mile west of Elm Place, one-quarter mile north of Jasper Street (131st Street) at 7911 South Juniper Place

Attachments: [2-CASE MAP](#)
[3-AERIAL](#)
[4-CompPlan](#)
[5-May 9, 2022 letter from the applicant and property owner](#)
[6-Conceptual Site Plan](#)
[7-Proposed Floor Plan](#)
[8-Proposed Elevations](#)
[9-Property Photos](#)
[10-FOXBORO PLAT](#)

5. General Board Business

6. Remarks, Inquiries, and/or Comments by the Board and/or Staff (No Action)

7. Adjournment

NOTICE:

- 1. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT COMMUNITY DEVELOPMENT AT 918 259 8412 TO MAKE ARRANGEMENTS.**
- 2. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE BOARD OF ADJUSTMENT MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 3. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE MEETING.**

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 22-770, Version: 1

Broken Arrow Board of Adjustment

06-13-2022

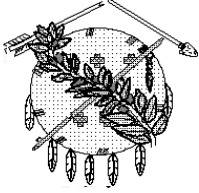
To: Chairman and Board Members
From: Community Development Department
Title:

Background: **Approval of Board of Adjustment meeting minutes of April 11, 2022**
Minutes recorded for the Broken Arrow Board of Adjustment meeting.

Attachments: 04 11 2022 Board of Adjustment Minutes

Recommendation: Approve minutes of Board of Adjustment meeting held April 11, 2022.

Reviewed and Approved By: **Jill Ferenc**



City of Broken Arrow

Minutes Board of Adjustment

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Mindy Payne
Vice Chair Judd Hatch
Member Richard Carter
Member George Ghesquire
Member Kamara Washington

Monday, April 11, 2022

Time 5:00 p.m.

Council Chambers

1. Call to Order

Chairperson Mindy Payne called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Richard Carter, Judd Hatch, George Ghesquire, Mindy Payne
Absent: 1 - Kamara Washington

3. Consideration of Consent Agenda

Chairperson Payne presented the Consent Agenda.

A. 22-471 Approval of Board of Adjustment meeting minutes of October 19, 2021

MOTION: A motion was made by Richard Carter, seconded by Judd Hatch.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 3 - Judd Hatch, Richard Carter, Mindy Payne
Abstain: 1 - George Ghesquire

4. Public Hearings

There were no Public Hearings.

5. General Board Business

A. 22-469 Election of a Chairperson for the Board of Adjustment for 2022-2023

Staff Planner Micah Snyder reported the Board of Adjustment currently consisted of five members; City Council recently appointed two new members. He stated the previous Chairman, Randy Cherry, was no longer on the board; therefore, a new chairperson needed to be appointed. He stated in the meeting of June 14, 2021, the Board of Adjustment voted for new officers, appointing a Chairperson, Randy Cherry, and Vice Chairperson, Mindy Payne. He stated the Chair or Vice Chair could request nominations and the members could nominate and vote accordingly. He stated appointment would be effective immediately; officer appointments were for a one-year term.

MOTION: A motion was made by Richard Carter, seconded by George Ghesquire.

Move to nominate Mindy Payne to serve as Chairperson for the Board of Adjustment for 2022-2023

The motion carried by the following vote:

Aye: 4 - Richard Carter, Judd Hatch, George Ghesquire, Mindy Payne

B. 22-470 Election of a Vice Chairperson for the Board of Adjustment for 2022-2023

Mr. Snyder reported the City Council recently appointed two new members to the Board of Adjustment. He stated in the meeting of June 14, 2021 the BOA voted for new officers, appointing a Chairperson, Randy Cherry, and Vice Chairperson, Mindy Payne. He stated the Chair or Vice Chair could request nominations and the members could nominate and vote accordingly. He noted officer appointments were for a one-year term.

MOTION: A motion was made by Mindy Payne, seconded by George Ghesquire.

Move to nominate Judd Hatch to serve as Vice Chairperson for the Board of Adjustment for 2022-2023

The motion carried by the following vote:

Aye: 4 - Richard Carter, Judd Hatch, George Ghesquire, Mindy Payne

6. Remarks, Inquiries and/or Comments by the Board and/or Staff (No Action)

A. Recognition of former Board Members

Jill Ferenc recognized former Board of Adjustment Members Randy Cherry and Max Grunhof. She noted each would be presented with plaques and thank you cards from the

City. She noted today was also Member Richard Carter’s last meeting. She recognized Mr. Richard Carter for his service and presented him with plaque. Commemorative photos were taken.

Mr. Carter thanked the Board of Adjustment and Staff.

7. Adjournment

The meeting adjourned at approximately 5:10 p.m.

MOTION: A motion was made by Judd Hatch, seconded by George Ghesquire.

Move to adjourn

The motion carried by the following vote:

Aye: **4 -** Richard Carter, Judd Hatch, George Ghesquire, Mindy Payne



City of Broken Arrow

Request for Action

File #: 22-769, Version: 1

**Broken Arrow Board of Adjustment
06-13-2022**

To: Chairman and Board Members
From: Development Services Department
Title:

Public hearing, consideration, and possible action regarding BOA 729, Lot 3, Block 1, Foxboro, 1.00 acres, R-2, request to reduce the front building setback line along Juniper Place from 25 feet to 20 feet, located approximately one-half mile west of Elm Place, one-quarter mile north of Jasper Street (131st Street) at 7911 South Juniper Place

Background:

Applicant: Holm Sweet Home Contractors
Owner: Harold & Barbra Hechinger
Developer: Holm Sweet Home Contractors
Engineer: N/A
Location: Approximately one-half mile west of Elm Place, one-quarter mile north of Jasper Street (131st Street) at 7911 South Juniper Place
Size of Tract 1.00 acres
Number of Lots: 1
Present Zoning: R-2
Comp Plan: Level 2

BOA-729 involves a request for a variance to reduce the front building setback line along Juniper Place from 25 feet to 20 feet. The property, which has been platted as Lot 3, Block 1, Foxboro, is located approximately one-half mile west of Elm Place, one-quarter mile north of Jasper Street (131st Street) at 7911 South Juniper Place.

In the R-2 district, buildings are required to setback 25 feet from the street right-of-way line. The applicant is requesting to reduce the front setback to 20 feet, in order to allow for separation of the proposed home from Reserve A to the east. The eastern half of Lot 3, Block 1 is designated as 100-year floodplain. An additional area running through the center of the lot is designated as Reserve A, which restricts the construction of any building, structure, screening, fencing, or grade alteration.

According to the applicant, the proposed home meets the setback requirements of the plat however, in order to prevent future foundation issues, they would feel more comfortable if the home was setback an additional five feet from Reserve A in the rear yard.

For a variance to be granted, there are six conditions that must be found by the Board of Adjustment.

1. There are unique physical circumstances or conditions, such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property.

Analysis:

According to the applicant, "The slope of the property, shifting of the soil, and previous soil erosion is present. Moving the house five feet helps mitigate this issue. The lot is narrower, which puts the house closer to where the hill slopes off".

According to the plat of the property, this lot has a narrower buildable area than other lots in the neighborhood. Staff is in agreement that this condition has been met.

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located.

Analysis:

According to the applicant, the unusual circumstances or conditions associated with Lot 3, Block 1 do not exist on any other lots in the subdivision. "Other houses in the neighborhood have a smaller slope gradient".

Staff agrees that this lot is narrower and presents a unique challenge in situating a house on the lot.

3. Such physical circumstances or conditions were not created by the applicant.

Analysis:

According to the applicant, "The applicant has not performed any modification to the property. Additionally, the house has to meet certain criteria (square footage) to fit within the covenants of the development, and out of the applicant's control".

Staff believes this condition was not created by the applicant. The covenants of the property state that a two-story structure must contain a minimum of 2,500 square feet of livable area. The conceptual site plan shows the home at 2,580 square feet including a three-car garage.

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Ordinance.

Analysis:

According to the applicant, "This condition is met as previously stated in item 1".

The site plan provided by the applicant shows that the proposed home could fit within the setback requirements of the plat however, in order to prevent future foundation issues, they would feel more comfortable if the home was setback an additional five feet from Reserve A. The City of Broken Arrow Stormwater Manager is supportive of the request to move the home forward 5 feet.

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property.

Analysis:

According to the applicant, moving the setback line five feet closer to the street will not alter the essential character of the neighborhood.

Staff agrees that this condition has been met.

6. The variance, if granted, would be the minimum variance that will afford relief and is the least modification possible of the provisions of this Ordinance that are in question.

Analysis:

According to the applicant, "The condition is met. We are asking for a minimal five feet closer to the street. This results in a setback of 20 feet instead of 25 feet".

The covenants of the property require a minimum square footage that makes developing this lot difficult due to the narrowness of the buildable area. According to the applicant, there is no homeowner's association in place to request relief from this requirement.

Attachments:

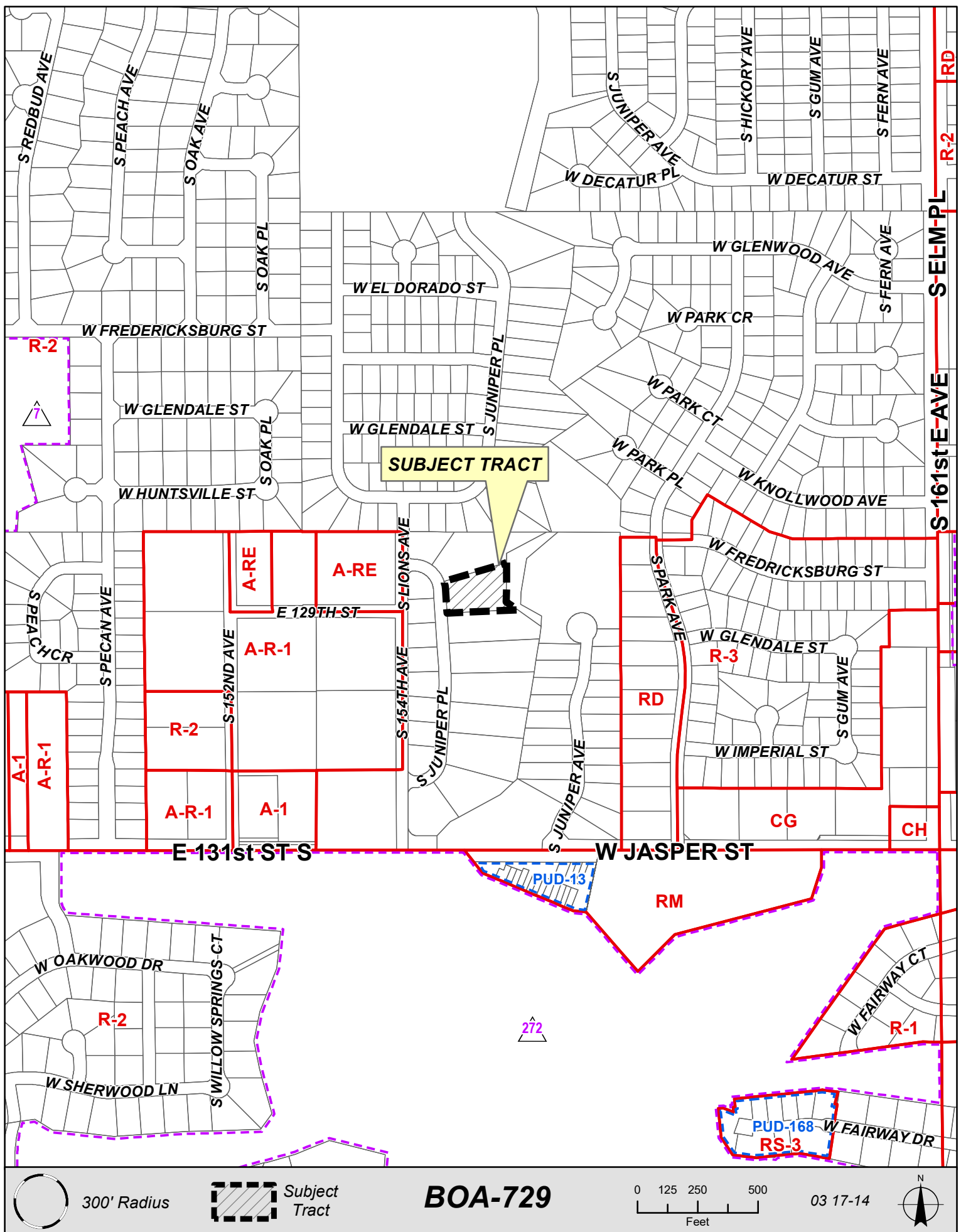
Case map
Aerial Photo
Comp Plan
May 9, 2022 letter from the applicant and property owner
Conceptual Site Plan
Proposed Floor Plan
Proposed Elevations
Property Photos
Foxboro Plat

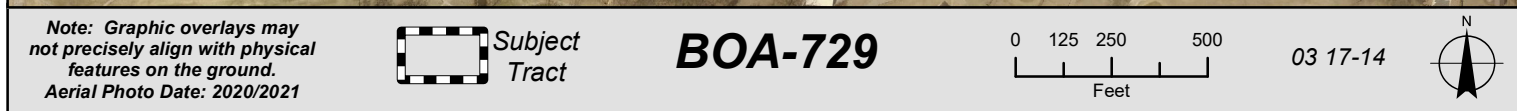
Recommendation:

By State law and by the City of Broken Arrow Zoning Ordinance, for a variance to be granted, all six conditions listed above must be met. In Staff's opinion, based upon the information provided by the applicant, the request for a variance to reduce the front building setback line along Juniper Place from 25 feet to 20 feet does meet the conditions required for the Board to grant a variance. Therefore, Staff recommends that BOA 729 be approved.

Reviewed and Approved by: **Jill Ferenc**

ALY





May 9th, 2022

TO: City of Broken Arrow
Board of Adjustment

FROM: Harold Hechinger
Property Owner
7911 S Juniper Place Broken Arrow OK, 74011

SUBJECT: Application to the Board of Adjustment

Attached is our application for a Variance at 7911 S Juniper Place.

In accordance with the City of Broken Arrow's Zoning Ordinance, we meet the variance requirement as follows:

1. There are unique physical circumstances or conditions, such as irregularity, narrowness or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property.

Condition meet. The slope of the property, shifting of the soil, and previous soil erosion is present. Moving the house five feet helps mitigate this issue. The lot is narrower, which puts the house closer to where the hill slopes off.

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located.

Condition meet. Other houses in the neighborhood have a smaller slope gradient.

3. Such physical circumstances or conditions were not created by the applicant.

Condition meet. The applicant has not performed any modification to the property. Additionally, the house has to meet certain criteria to fit within the covenants of the development, and out of the applicant's control. (ex: square footage)

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Ordinance.

Condition meet. As stated previously in number 1.

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property.

Condition meet. We are moving the setback line five feet closer to the street.

6. The variance, if granted, is the minimum variance that will afford relief and is the least modification possible of the provisions of this Ordinance that are in question.

Condition meet. We are asking for a minimal five feet closer to the street. This results in a setback of 20 feet instead of 25 feet.

We therefore respectfully submit our application for Variance at this location.

Sincerely,



Harold Hechinger
Property Owner

Seramy Holm

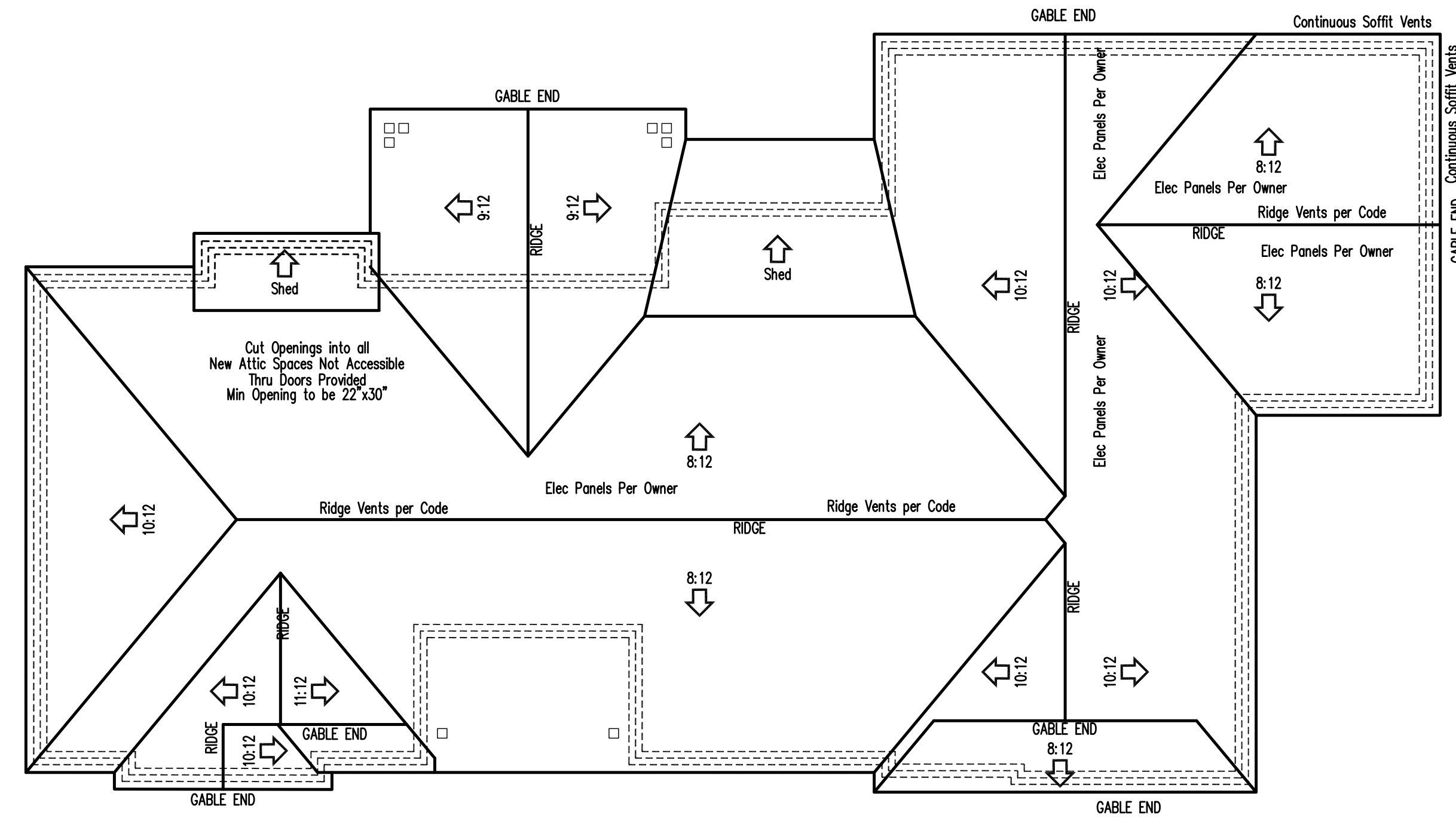
Builder and Representative

Holm: *Sweet Home Construction LLC.*

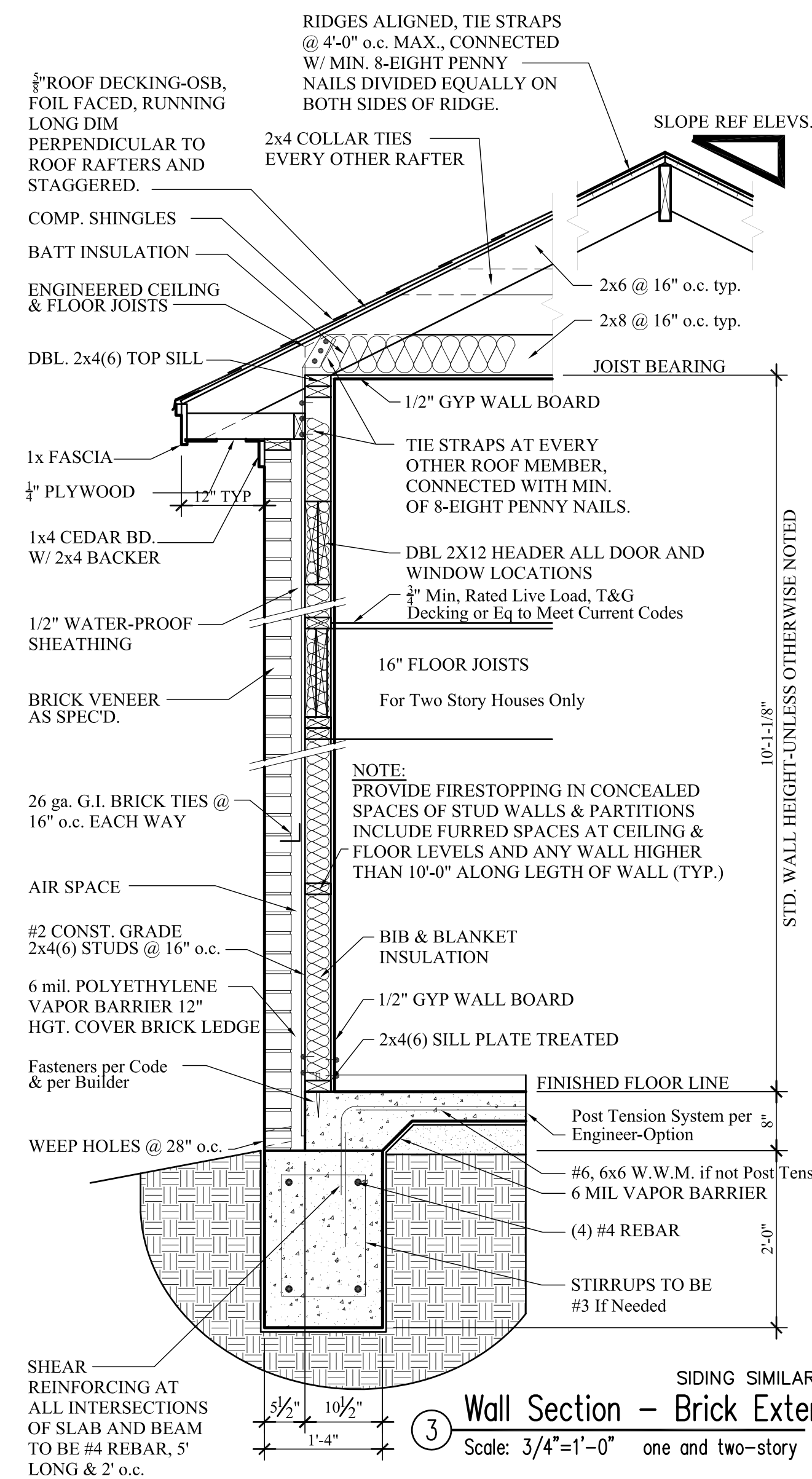
CITY OF BROKEN ARROW

MAY 09 2022

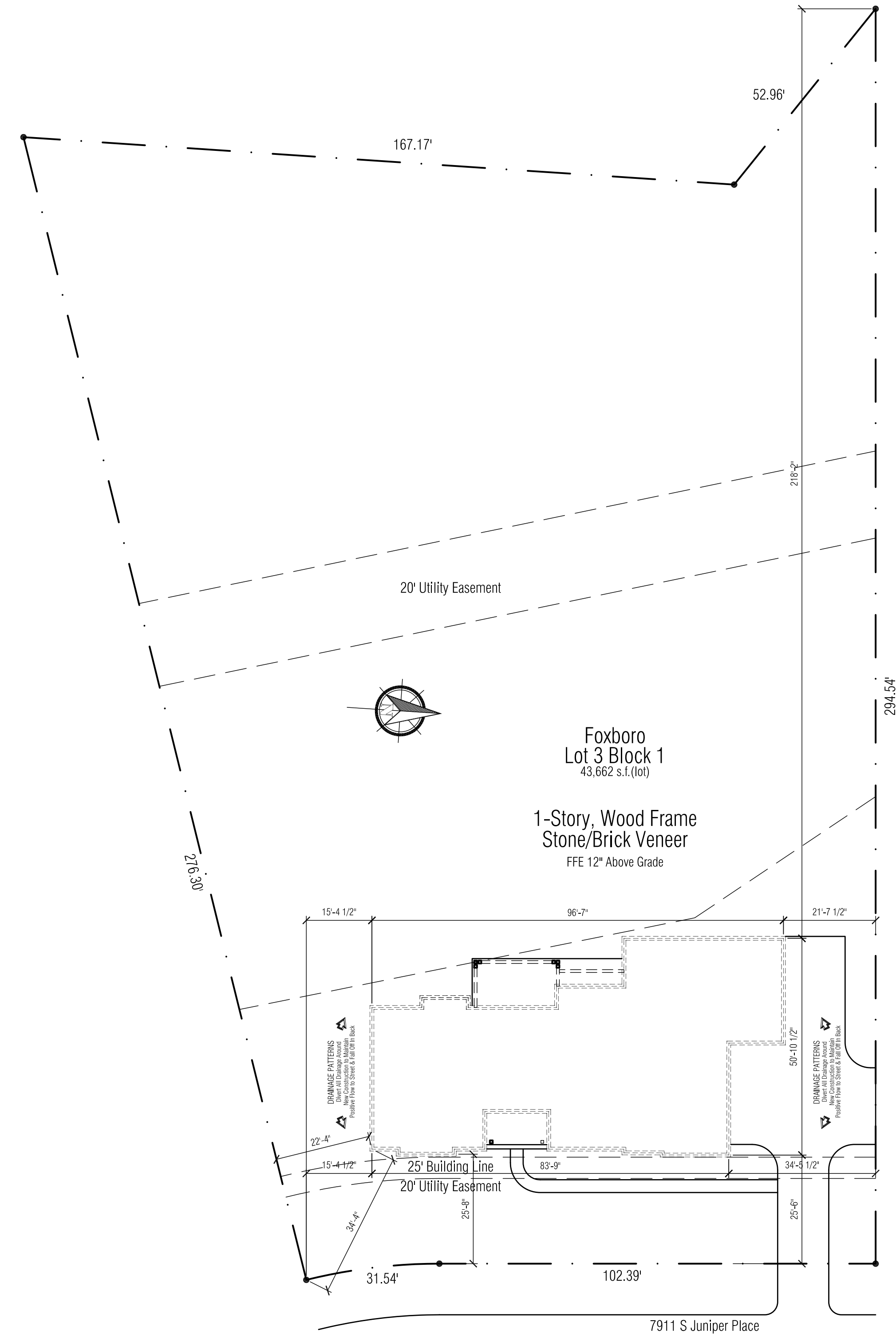
RECEIVED



② Architectural Roof Plan
Scale: 1/8"=1'-0"



③ Wall Section - Brick Exterior
Scale: 3/4"=1'-0" one and two-story



⑤ Architectural Site Plan
Scale: 1"=20'-0"

Designed and Drawn By:
Kenny W Martin

KWM
Pilot App
2021
All Rights Reserved
918.381.6332

Project For:
Hechinger Custom
Foxboro Lot 3 Block 1
7911 S Juniper Place, BA Ok

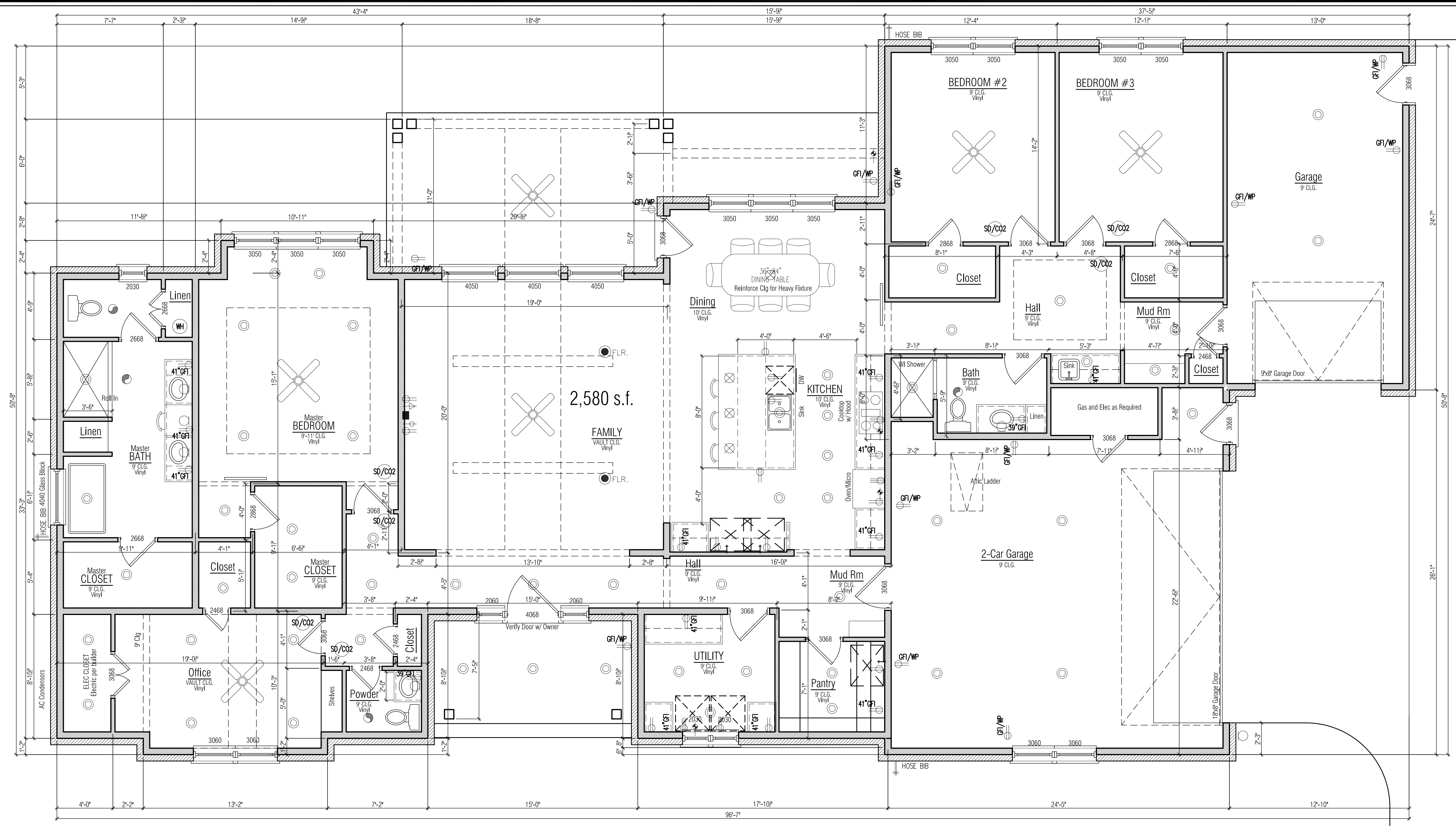
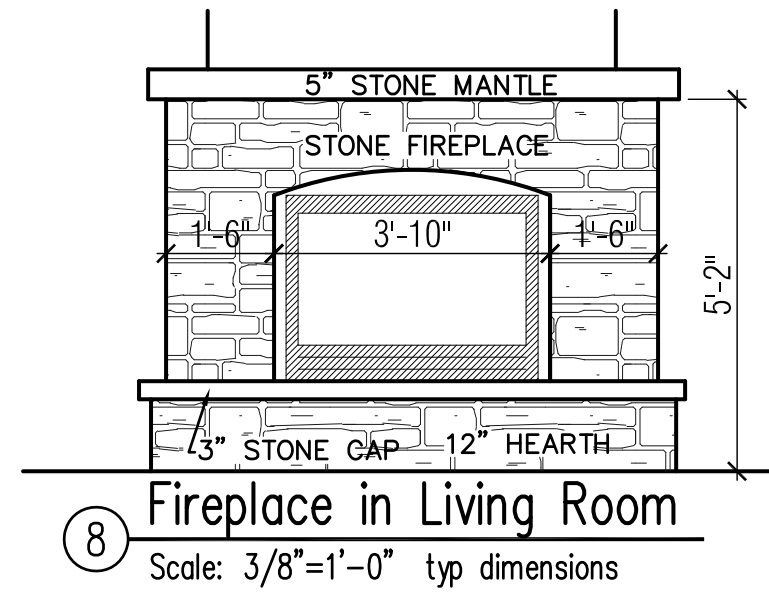
Builder:

Date: 10-20-2021
Rev:

Builder To Check
Initial

Site Plan Setbacks
& Plan Location on Lot
Plan Dimensions
Roof Plan & Slope
Dormers & Roof Clips
Noted Materials
Plate Height
Window Sizes
Fixture Locations

A-200



ELECTRICAL LEGEND									
	110 VOLT RECEPTACLE		TELEPHONE OUTLET		CHIMES		FLOOD LIGHTS		CEILING FAN
	WP WATERPROOF RECEPTACLE		SINGLE POLE SWITCH		CEILING MOUNTED LIGHT FIXTURE		EXHAUST FAN		CEILING FAN W/ LIGHT
	110 VOLT IN CLG		THREE WAY SWITCH		HANGING LIGHT		EXHAUST FAN W/ LIGHT		CEILING FAN W/ LIGHT
	GFI 110 VOLT W/ GROUND FAULT INTERRUPTER		FOUR WAY SWITCH		RECESSED CAN LIGHT		EXHAUST FAN W/ HEAT LAMP		CEILING FAN W/ LIGHT
	110 VOLT IN FLOOR		DIMMER SWITCH		WP WATERPROOF RECESSED CAN LIGHT		EXHAUST FAN W/ HEAT LAMP & LT.		CEILING FAN W/ LIGHT
	220 VOLT RECEPTACLE		PUSH BUTTON		RECESSED EYEBALL SPOT LIGHT		KEYLESS CEILING MOUNTED LIGHT FIXTURE		CEILING FAN W/ LIGHT
	TELEVISION ANTENNA		SMOKE DETECTOR		WALL MOUNTED LIGHT FIXTURE		ZONE SENSOR		CEILING LIGHT W/ FUTURE FAN
	GAS OUTLET		THERMOSTAT		PC PORCELAIN FIXTURE W/ PULL CORD		OSS CONNECTION (CONSISTS OF 2-RGB & 1 CAT 5)		
	HOSE BB		DATA		CONDUIT				
	SPEAKER PRE-WIRE		VOLUME CONTROL		HOME RUN LOCATION		SUB-WOOFER LOCATION		

1 Architectural First Floor Plan
Scale: 1/4"=1'-0"

Square Footage:
Finished 1st Floor-Over Frame 2,580 s.f.

Designed and Drawn By:
Kenny W Martin
KWM
PWS & PWS
2021
All Rights Reserved
918.381.6332

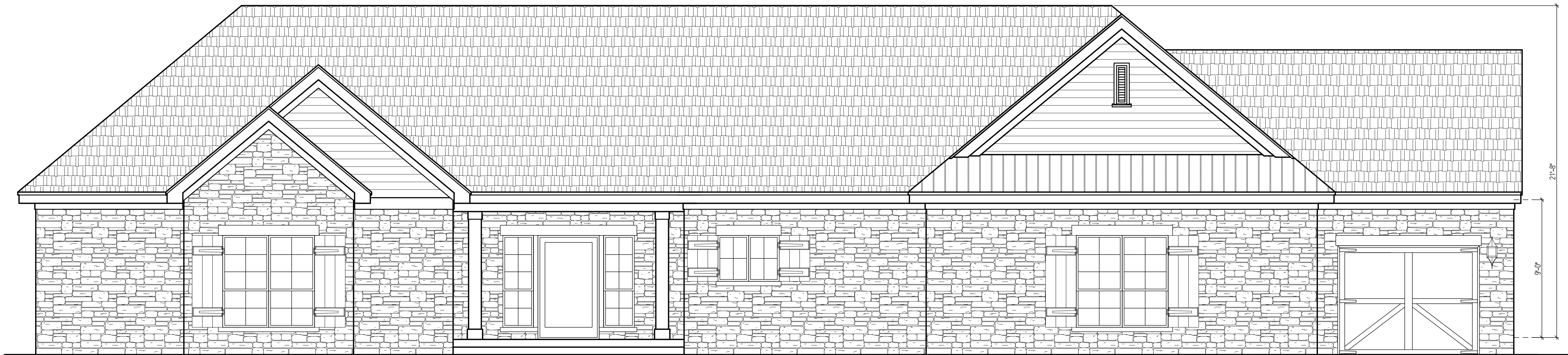
Project For:
Hechinger Custom
Foxboro Lot 3 Block 1
7911 S Juniper Place, BA Ok

Builder:

Date: 10-20-2021
Rev:

Builder To Check
Initial
Site Plan Setbacks
& Plan Location on Lot
Plan Dimensions
Roof Plan & Slope
Doors & Roof Clips
Noted Materials
Plate Height
Window Sizes
Fixture Locations

A-201



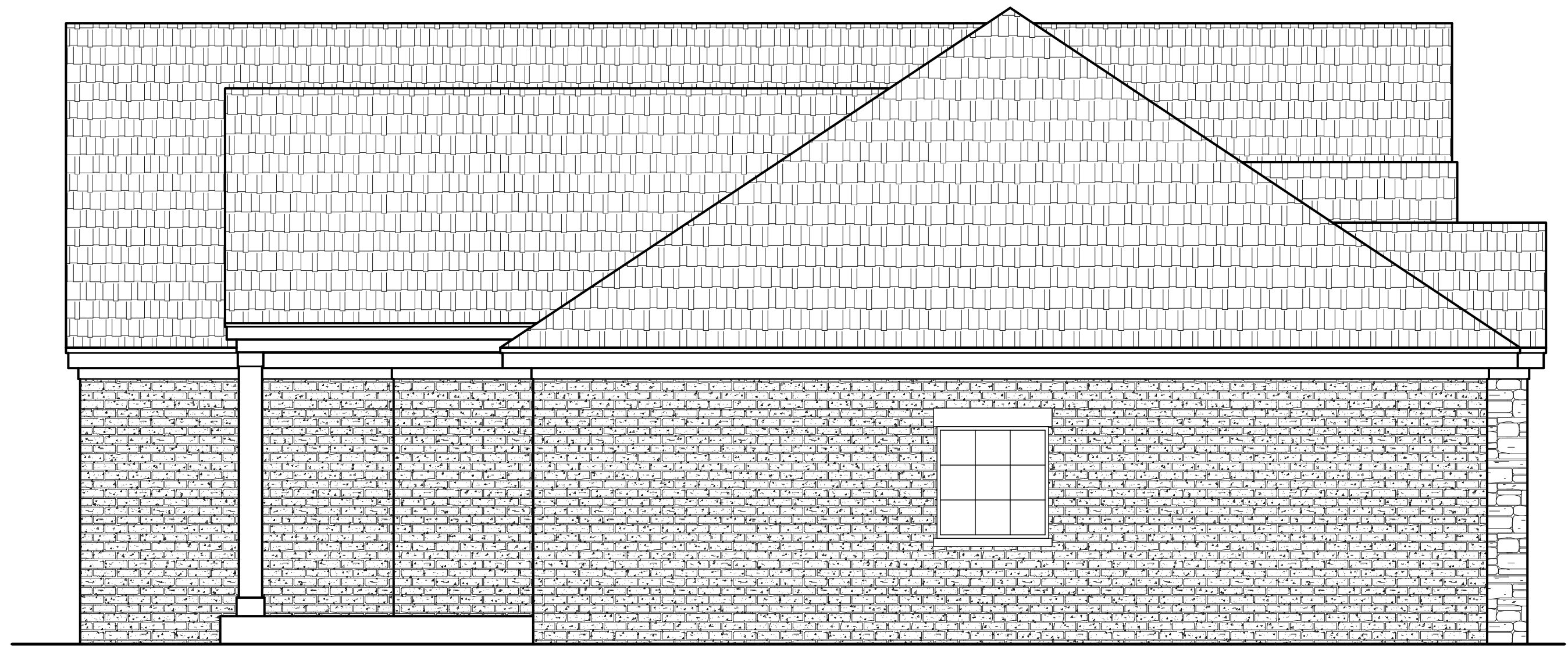
② Front Elevation
Scale: 1/4"=1'-0"

① Rear Elevation
Scale: 1/4"=1'-0"

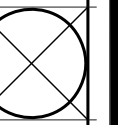


③ Right Elevation
Scale: 1/4"=1'-0"

④ Left Elevation
Scale: 1/4"=1'-0"



Designed and Drawn By:
Kenny W Martin



918.381.6332

KWM & P&A
2021 All Rights Reserved

Project For:
Hechinger Custom
Foxboro Lot 3 Block 1
7911 S Juniper Place, BA Ok

Builder:

Date: 10-20-2021
Rev:

Builder To Check

Initial
Site Plan Setbacks & Plan Location on Lot
Plan Dimensions
Roof Plan & Slope
Dormers & Roof Clips
Noted Materials
Plate Height
Window Sizes
Fixture Locations

A-202









FOXBORO

TO THE CITY OF BROKEN ARROW, TULSA
COUNTY, OKLAHOMA. A SUBDIVISION OF
A PART OF THE SW/4, SE/4 OF SECTION 3,
T-17-N, R-14-E.

5112

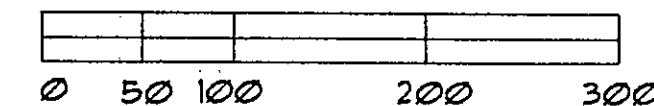
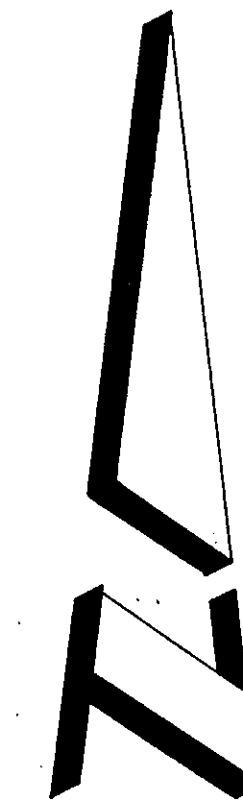
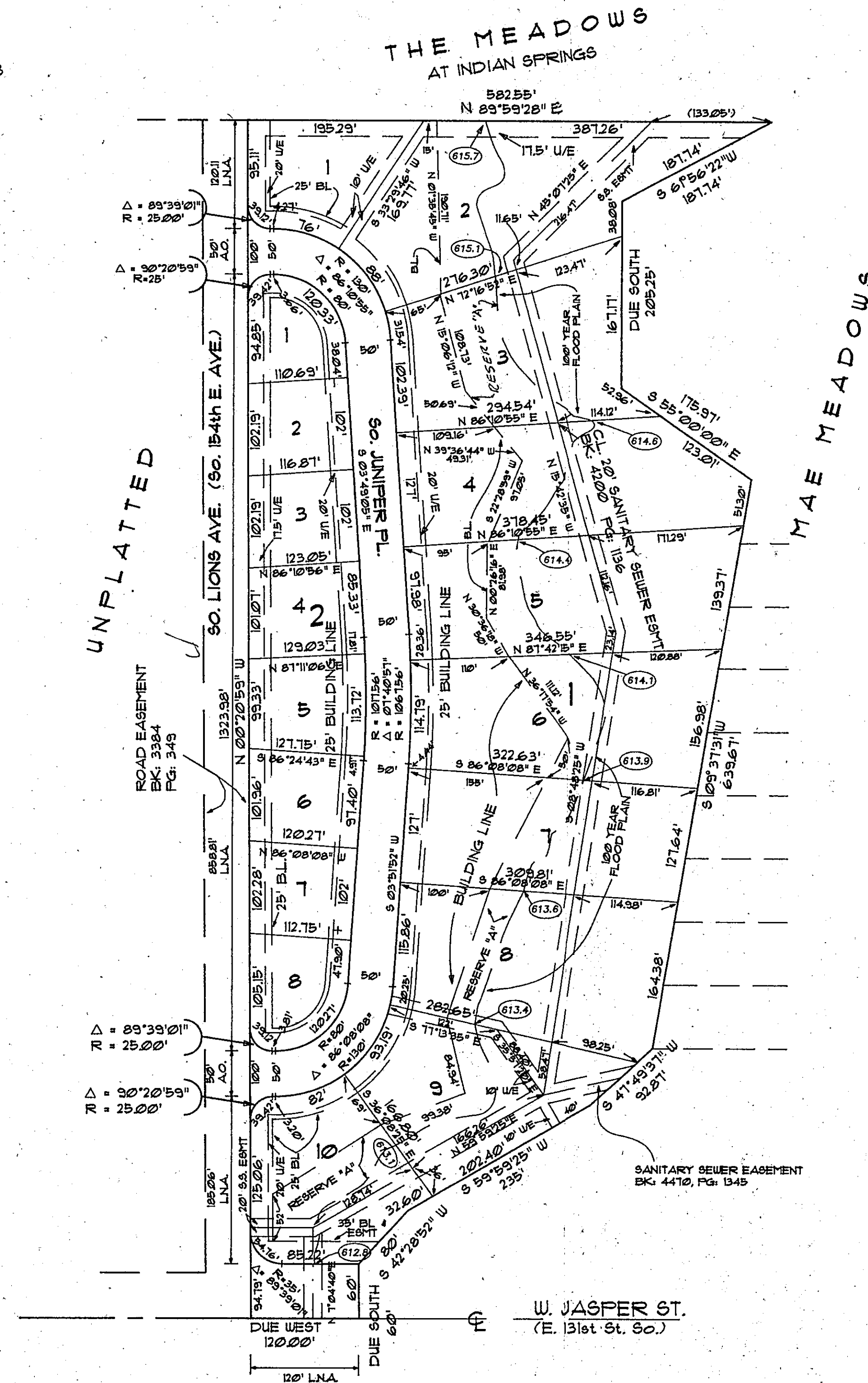
STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }
I, Joan Hastings, Tulsa County Clerk, in and
for the County and State above named, do
hereby certify that the foregoing is a true
and correct copy of a like instrument now
on file in my office.
Dated the 14 day of FEBRUARY 1996
JOAN HASTINGS, Tulsa County Clerk
Carrie McKeel
Deputy

ENGINEER:
JOE E. DONELSON
17440 SO. 89th E. AVE.
BIXBY, OKLAHOMA 74008
918-366-3413

OWNER:
CARL L. KETCHUM & BETTY L. KETCHUM
1200 W. JASPER
BROKEN ARROW, OK. 74011
918-455-0138

ADDRESSES

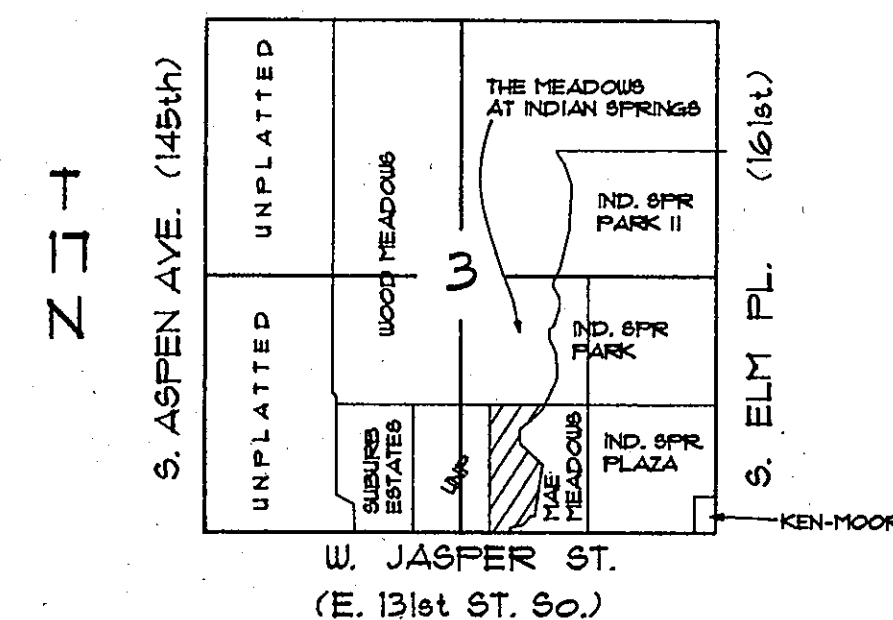
LOT NO.	BLOCK NO.	ADDRESS
1	1	7903 SO. JUNIFER PL.
2	1	7907 SO. JUNIFER PL.
3	1	7911 SO. JUNIFER PL.
4	1	8003 SO. JUNIFER PL.
5	1	8007 SO. JUNIFER PL.
6	1	8011 SO. JUNIFER PL.
7	1	8103 SO. JUNIFER PL.
8	1	8107 SO. JUNIFER PL.
9	1	8111 SO. JUNIFER PL.
10	1	8115 SO. JUNIFER PL.
1	2	7906 SO. JUNIFER PL.
2	2	7910 SO. JUNIFER PL.
3	2	8002 SO. JUNIFER PL.
4	2	8006 SO. JUNIFER PL.
5	2	8010 SO. JUNIFER PL.
6	2	8102 SO. JUNIFER PL.
7	2	8106 SO. JUNIFER PL.
8	2	8110 SO. JUNIFER PL.



SCALE: 1" = 100'

R 14 E

(E. 121st St. So.)
W. TUCSON ST.



TULSA COUNTY

LOCATION MAP

LOTS: 18
ACRES: 13.01
DATE: APRIL 6, 1935

NOTE:

1. THE HOME BUILDER SHALL SUBMIT TO THE CITY ENGINEERING OFFICE OF THE CITY OF BROKEN ARROW AND OBTAIN THEIR APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON LOTS 2 THRU 10, BLOCK 1, A PLOT PLAN SHOWING THE LOCATION OF ALL CONSTRUCTION, A FOOTING DETAIL AND STEMWALL PLAN OF THE HOME, AND A GRADING PLAN.
2. ELEVATIONS SHOWN ARE 100 YEAR FLOOD ELEVATIONS. (615.7) TYP. THESE ELEVATIONS ARE ACCORDING TO THE INFORMATION FURNISHED TO THE CITY OF BROKEN ARROW, FOR THE ADJOINING MEA MEADOWS SUBDIVISION TO THE EAST, AND ARE SUBJECT TO CHANGE, IF A FLOOD STUDY IS MADE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR THE U.S. ARMY CORPS OF ENGINEERS.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$26,250.00 per trust receipt, no. 10493, dated 10/19/96, taxes in full to 10/19/96. This amount is \$96.00 taxes in full to 10/19/96. Taxes in full to 10/19/96 are filed on record 10/19/96. Taxes could exceed the amount of the security deposit.

Dated: Oct 14 1996
Dennis Semler
Tulsa County Treasurer
by *Joanna L. Loh*
Deputy

LEGEND

AO	ACCESS OPENING
LNA	LIMITS OF NO ACCESS
BL	BUILDING LINE
UE	UTILITY EASEMENT
IP	IRON PIN
CL	CENTER LINE
S.S. ESMT	SANITARY SEWER EASEMENT

APPROVED 12-19-94 by the City Council of the City of Broken Arrow, Oklahoma.
James Reynolds mg
Brenda Kuehnert mg
Attest: City Clerk

DEED OF DEDICATION
FOR

FOXBORO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Carl L. Ketchum and Betty L. Ketchum, husband and wife are the sole owners in fee simple of the following described real property in Tulsa County, State of Oklahoma, to-wit;

A tract of land situated in the SW/4 of the SE/4 of Section 3, T-17-N, R-14-E of the Indian Base and Meridian, in the City of Broken Arrow, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit: Beginning at a point on the South line of Said Section 3, 768.00 feet Due West from the Southeast Corner of Said SW/4 SE/4; Thence Due West and along the south line of said Section 3 for 120.00 feet to the Easterly rights-of-way of South 154th E. Avenue; Thence N 0°20'59" W for 1,323.98 feet to the North line of Said SW/4 SE/4; Thence N 89°59'28" E for 582.55 feet; Thence S 61°56'22" W for 187.74 feet; Thence Due South for 205.25 feet; Thence S 55°00'00" E for 175.97 feet; Thence S 9°37'31" W for 639.67 feet; Thence S 47°49'37" W for 92.87 feet; Thence S 59°59'25" W for 235.00 feet; Thence S 42°28'52" W for 80.00 feet; Thence Due South for 60.00 feet to the point of beginning and containing 13.09 acres more or less;

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "FOXBORO", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION 1. STREETS, EASEMENTS, AND UTILITIES.

- Utility Easements and Streets. The undersigned owners dedicates to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television 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 the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls.
- Restrictive Drainageway and Storm Sewer Easement. Areas designated on the accompanying plat as "RESTRICTIVE DRAINAGEWAY AND STORM SEWER EASEMENT" are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from within and across this subdivision. Drainage facilities constructed in the restrictive drainageway areas shall be in accordance with the standard plans and specifications of the City of Broken Arrow. The restrictive drainageway area and facilities shall be maintained by the lot owner upon which the drainageway is located at the owners cost in accordance with the standards as prescribed by the City of Broken Arrow. In the event the lot owner should fail to adequately and properly maintain the drainageway area and facilities, the City of Broken Arrow or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Broken Arrow. No fence, wall, planting, building, structure or other obstruction may be placed or maintained in the restrictive drainageway areas without the approval of the City of Broken Arrow and there shall be no alteration of the grades or contours in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow. The easement or any part thereof may be modified, terminated, released, or canceled upon a resolution being adopted by the Broken Arrow City Council providing such.
- Flood Hazard Area as shown on the face of the plat as "100 YEAR FLOOD PLAIN". The property designated to be within the 100 year flood hazard area is shown on the accompanying plat and is according to the information as furnished to the City of Broken Arrow, Oklahoma, on the Mae Meadows Addition plat and as exists on March 2, 1995. No grading, buildings, fencing, screenings, structures, or obstructions of any kind shall be constructed within this 100 year flood plain. Any landscaping shall receive the approval of the City Engineer of the City of Broken Arrow, prior to commencing work. The 100 YEAR FLOOD PLAIN areas will be owned and maintained by the lot owner in accordance with standards herein and set forth by the City of Broken Arrow.
- Reserve Area "A". Within the area designated on the accompanying plat as "Reserve A", no improvements, nor placement, nor construction of any building, structure, screening, fencing, or grade alteration, nor removal of ground

cover, shall be permitted, other than storm water control or sanitary sewers. It is the intent to keep the lots in their original/natural state. The "Reserve A" will be owned and maintained by the lot owner in accordance with the standards herein and set forth by the City of Broken Arrow.

- Any erosion, washing or sedimentation on the Lots in Block 1 caused by the homebuilder, their successor or assigns, shall be cared for and maintained by the lot owner and they shall hold the City of Broken Arrow harmless with respect to any damages caused by said construction.
- Limits of No Access. The owners hereby relinquish rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Broken Arrow approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.
- Electric, Communication and Natural Gas Service. In connection with the installation of underground electric, communication and natural gas services, all lots are subject to the following:
 - Overhead pole lines for the supply of electric and communication service may be located along the North, West and South lines of the subdivision. Street light poles or elsewhere standards shall be served by underground cable and located throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.
 - Except to houses on lots described in paragraph "A" above, which may be served from overhead electric and communication service lines, underground service cables to all houses which may be located on all lots in said Addition, may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such service cable to a particular house, the supplier of electric and communication services shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.
 - The supplier of electric, telephone, cable television and natural gas service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or natural gas services so installed by it.
 - The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television, and natural gas 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 natural gas facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities caused or necessitated by the acts of the owner or its agents or contractors.
 - The foregoing covenants concerning underground electric, telephone, cable television, and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or natural gas service, and the owner of each lot agrees to be bound thereby.
- In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted utility easement area, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense. The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Broken Arrow or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound hereby.

- Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

SECTION II. RESTRICTIONS AND COVENANTS.

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

- All lots shall be single family residential lots only. Single story homes shall have a minimum of 2200 square feet of living area. One and one-half or two story homes shall have no less than 2500 square feet of living area with a minimum of 1400 square feet of living area on the first floor. If the residence is to provide a livable underground portion of the structure, the main ground floor, as viewed from the street, shall have a minimum of 2000 square feet, exclusive of open porches and garages.
- A garage providing space for a minimum of two automobiles shall be provided on each lot. Garage shall be enclosed and attached. Carports are not permitted.
- No pre-existing or off-site built residence or out building may be moved onto any lot.
- No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
- No obnoxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall any vegetable gardens be in front of the main structure of said residence, no exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot.
- No fences, enclosures, or part of any building of any type or nature whatsoever shall be constructed, erected, placed or maintained closer to the front lot line than the building line applicable and in effect to each lot. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines extended. The same line limitations shall apply on any lot within ten (10) feet from the intersection of a property line with the edge of the driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- No inoperative vehicles shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored within a front yard, or in front of the building line, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.
- All residences using composition shingles, the shingles will be Heritage II or equal. No other composition shingle will be allowed. The structure will have a minimum of 100% masonry, measured from the ground floor to the plate line of the first floor, exclusive of open porches, garages, windows, doors, covered patios, and fire places. The front of the residence will have 100% masonry.
- These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contains or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instrument as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions or protective covenants.
- The developers of "FOXBORO" reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by

them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

SECTION III. TERM, AMENDMENT, AND ENFORCEMENT.

- The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years, unless by a majority vote of the then owners within "FOXBORO" it is agreed, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "FOXBORO".
- In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "FOXBORO", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgement or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "FOXBORO" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waive or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, Carl L. Ketchum and Betty L. Ketchum, husband and wife has caused this Certificate of Dedication and Restrictive Covenants to be executed this 9th day of May, 1995.

By: Carl L. Ketchum By: Betty L. Ketchum
Carl L. Ketchum, Husband Betty L. Ketchum, Wife

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)
Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of May, 1995, personally appeared Carl L. Ketchum, husband, and Betty L. Ketchum, wife, to me known to be the identical persons who subscribed his name as the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth therein.

Given under my hand and seal the day and year last above written.
My Commission Expires: _____
Harold F. Donelson
Notary Public

SURVEYOR'S CERTIFICATE

I, Joe E. Donelson, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the insistence of the above owner, carefully and accurately surveyed, subdivided, and platted the tract of land above described, and that plat designated as "FOXBORO", an Addition to the City of Broken Arrow, Oklahoma accurately represents such survey.

WITNESS my hand and seal this 9th day of May, 1995.
Joe E. Donelson
Joe E. Donelson, RLS #353

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)
Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of May, 1995, personally appeared Joe E. Donelson, to me known to be the identical person who executed the foregoing instrument, and acknowledges to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth therein.
Given under my hand and seal the day and year last above written.
My Commission Expires: 5-1-97

APPROVED 12-19-94 by the City Council of the City of Broken Arrow, Oklahoma.
James Reynolds mg
Mayor
Brenda Kinchard mg
Attest: City Clerk