



**City of Broken Arrow**  
**Meeting Agenda**  
**Planning Commission**

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

*Chairperson Ricky Jones*  
*Vice Chair Lee Whelpley*  
*Member Fred Dorrell*  
*Member Mark Jones*  
*Member Pablo Aguirre*

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**Thursday, April 11, 2019**

**5:00 PM**

**Council Chambers**

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A.     [19-410](#)           Approval of Planning Commission meeting minutes of March 28, 2019

**Attachments:**   [03 28 2019 Planning Commission Minutes.docx](#)

- B.     [19-415](#)           Approval of PT17-112, Conditional Final Plat, The Estates at Ridgewood,  
41.18 acres, 86 Lots, A-1 to RS-3, one-quarter mile north of Houston  
Street, one-quarter mile east of Midway Road

**Attachments:**   [2-SUBDIVISION CHECKLIST](#)  
[3-PT17-112.CONDITIONAL FINAL PLAT](#)

- C.     [19-420](#)           Approval of BAL-2047 (Lot Split), Washington Lane VII, 1 Lot (3  
Proposed), 12.35 acres, one-third mile south of Washington Street (91st  
Street), west of 9th Street (/177th E. Avenue/Lynn Lane)

**Attachments:**   [2-CASE MAP](#)  
[3-AERIAL](#)  
[4-LOT SPLIT EXHIBITS](#)  
[5-PUD-135 AND PUD-135C EXCERPTS](#)  
[6-BROKEN ARROW CREEK TRAIL EXCERPT](#)

- D.     [19-421](#)           Approval of BAL-2048CB (Lot Consolidation), Washington Lane VII, 96 Lots, 58.941 acres, one-half mile south of Washington Street (91st Street), west of 9th Street (/177th E. Avenue/Lynn Lane)

**Attachments:**   [2-CASE MAP](#)  
                          [3-AERIAL](#)  
                          [4- LOT COMBINATION EXHIBITS](#)  
                          [5-LOT COMBINATION LEGAL DESCRIPTION](#)  
                          [6-PUD-135 AND PUD-135C EXCERPTS](#)  
                          [7-BROKEN ARROW CREEK TRAIL EXCERPT](#)

## **5. Consideration of Items Removed from Consent Agenda**

## **6. Public Hearings**

- A.     [19-366](#)           Public hearing, consideration, and possible action regarding PUD-288 (Planned Unit Development) and BAZ-2024 (Rezoning), Village at 1Eleven, 28.95 acres, A-1 to CM and RS-4/PUD-288, located at the northwest corner of Florence Street (111th Street) and Aspen Avenue (145th E Avenue)

**Attachments:**   [2-CASE MAP](#)  
                          [3-Aerial](#)  
                          [4-Comprehensive Plan](#)  
                          [5-PUD-288 Design Statement](#)

## **7. Appeals**

## **8. General Commission Business**

- A.     [19-416](#)           Presentation, Review, and Discussion of the NEXT Comprehensive Plan, its process and upcoming schedule.

## **9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)**

## **10. Adjournment**

**NOTICE:**

- 1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.**
- 2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE DEVELOPMENT SERVICES DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.**
- 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.**

**POSTED on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.**

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**City Clerk**



# City of Broken Arrow

## Request for Action

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**File #:** 19-410, **Version:** 1

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### Broken Arrow Planning Commission

**04-11-2019**

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of Planning Commission meeting minutes of March 28, 2019**

**Background:** Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** Minutes of March 28, 2019

**Recommendation:** Approve minutes of Planning Commission meeting held March 28, 2019.

**Reviewed By:** Larry R. Curtis

**Approved By:** Michael W. Skates





# City of Broken Arrow

## Minutes Planning Commission

City Hall  
220 S 1st Street  
Broken Arrow OK  
74012

*Chairperson Ricky Jones*  
*Vice Chairperson Lee Whelpley*  
*Commission Member Fred Dorrell*  
*Commission Member Mark Jones*  
*Commission Member Pablo Aguirre*

**Thursday, March 28, 2019**

**Time 5:00 p.m.**

**Council Chambers**

### 1. Call to Order

Chairperson Ricky Jones called the meeting to order at approximately 5:00 p.m.

### 2. Roll Call

**Present: 5 -** Pablo Aguirre, Mark Jones, Fred Dorrell, Lee Whelpley, Ricky Jones

### 3. Old Business

There was no Old Business.

### 4. Consideration of Consent Agenda

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

- A. 19-362 **Approval of Planning Commission meeting minutes of February 28, 2019**
- B. 19-369 **Approval of Planning Commission meeting minutes of March 14, 2019**
- C. 19-370 **Approval of PT19-102, Preliminary/Conditional Final Plat, Attic Storage of Broken Arrow, 10.15 acres, 3 Lots, CH to CH and IL/PUD-284 via BAZ-2020, located one-quarter mile east of Aspen Avenue (145th E Avenue), north of Tucson Street (121st Street)**
- D. 19-371 **Approval of PT19-103, Preliminary Plat, Washington Lane VIII, 95 lots, 35.92 acres, R-2/PUD 135 J, one-half mile north of New Orleans Street (101st Street), west of 9th Street (Lynn Lane/177th East Avenue)**
- E. 19-375 **Approval of PT19-104, Preliminary Plat, Redbud Ranch, a replat of Lot 2, Block 1 County Line Center, 1 Lot, 18.49 acres, A-RM to RM/PUD-273A, north and east of the northeast corner of Albany Street (61st Street) and 23rd Street (193rd E. Avenue)**

Ms. Yamaguchi indicated all applicants were in agreement with the Staff Report.

Chairperson Jones explained the Consent Agenda consisted of routine items, minor in nature, and was approved in its entirety with a single motion and a single vote, unless an item was removed for discussion. He asked if there were any items to be removed from the Consent Agenda; there were none.

MOTION: A motion was made by Fred Dorrell, seconded by Pablo Aguirre.

**Move to approve the Consent Agenda per Staff recommendation**

The motion carried by the following vote:

**Aye: 5 -** Pablo Aguirre, Mark Jones, Fred Dorrell, Lee Whelpley, Ricky Jones

Chairperson Jones stated Items 4A, 4B, and 4C would go before City Council on April 16, 2019 at 6:30 p.m. He explained if any individual desired to speak regarding these Items, said individual was required to fill out a Request to Appear before City Council form in advance.

### 5. Consideration of Items Removed from Consent Agenda

No Items were removed from the Consent Agenda. No action was required or taken.

### 6. Public Hearings

- A. 19-364 **Public hearing, consideration, and possible action regarding PUD-287 (Planned Unit Development), RDS Business Park, 19.70 acres, A-1 to CN/PUD-287, located one-quarter mile north of Kenosha Street (71st Street), east of 23rd Street (County Line Road)**  
Senior Planner Brent Murphy reported this project was planned as a mixed commercial development to include retail commercial and office uses. He noted the property was currently zoned A-1, but in August 2018 City Council approved BAZ-2007 which changed the zoning from A-1 to CN (Commercial Neighborhood) subject to the property being platted (the property was not platted yet). He indicated the applicant wished PUD-287 to overlay CN zoning. He stated Hillside Drive, a commercial street, was required to measure 80 feet in width according to the City Design Criteria Manual. He noted the PUD requested the width be reduced 60 feet as it moved into the development, but the street would remain 100 feet in width at the intersection with County Line Road. He stated this would require a variance through the Subdivision Code which was included with the PUD. He stated there would be two points of

access in addition to 23<sup>rd</sup> Street (County Line Road) which did not meet the separation requirements; however, the applicant agreed to install raised medians at these access points which would limit access to right turn in and right turn out only. He explained the Hillside Drive access would be a full access point and would have a traffic signal in the future. He stated there would be a mutual access easement with the abutting property to the south which would allow traffic from that area to have access to this property and in turn access to Hillside Drive. He stated emergency access only would be allowed via a stub street to the north and a property to the east. He noted the parking lot lights would be no more than 20 feet in height and all wall lights would be directed downward. He indicated the signs would be limited to 10 feet in height, except the pylon sign which would be 25 feet in height, similar to other signs in the area. He stated the PUD was in compliance with the Comprehensive Plan and based on the Comprehensive Plan, location of the property and the surrounding land uses, Staff recommended PUD-287 be approved as presented, subject to the property being platted.

The applicant, Mr. J.R. Donelson stated his address was 12820 S. Memorial Drive, Bixby, OK. He stated he represented RDS Business Park and agreed with Staff recommendations. He noted the preliminary plat had been approved previously, but he was bringing this before the Planning Commission to approve the access points. He indicated he had worked with Staff in this regard and all plans had been reviewed with City Staff.

Commissioner Dorrell asked if Mr. Donelson had held meetings with the surrounding homeowners. Mr. Donelson responded in the affirmative; he met with the surrounding homeowners on several occasions.

Chairperson Jones opened the Public Hearing for Item 6A. He asked if any present wished to speak regarding Item 6A.

Mr. Mike Shumar stated his address was 2633 E. Oakland Street, Broken Arrow, OK 74014. He asked if the property would be fenced along the residential side and if the stub street would be an access point as well. Chairperson Jones stated the stub street would be gated and used for emergency access only. He stated he was unsure of the fencing. Mr. Brent Murphy stated there were no modifications to the fencing requirements; therefore, an 8 foot high fence would be installed where any commercial property abutted residential property. He explained the smooth attractive side of the fence would face the residential area.

Mr. Mike Bennett stated his address was 2505 E. Oakland Street, Broken Arrow, OK 74014. He stated he had met with Mr. Donelson and appreciated Mr. Donelson’s efforts to address the concerns voiced by the homeowners. He indicated Mr. Donelson was accommodating and helpful.

Chairperson Jones asked if any others wished to speak regarding Item 6A. Seeing none, he closed the Public Hearing.

MOTION: A motion was made by Mark Jones, seconded by Pablo Aguirre.

**Move to approve Item 6A per Staff recommendation**

The motion carried by the following vote:

**Aye:**        5 - Pablo Aguirre, Mark Jones, Fred Dorrell, Lee Whelpley, Ricky Jones

Chairperson Jones explained the Planning Commission was a recommending body only. He stated the Planning Commission’s recommendation regarding Item 6A would go before City Council on April 16, 2019 at 6:30 p.m. He explained if any individual desired to speak regarding this Item, said individual was required to fill out a Request to Appear before City Council form in advance.

**7. Appeals**

There were no Appeals.

**8. General Commission Business**

**A.    19-378    Presentation, Review, and Discussion of the NEXT Comprehensive Plan, its process and upcoming schedule.**

Special Project Manager Farhad Daroga reported the NEXT Comprehensive Plan draft copy was printed recently and would be proposed for presentation to the Planning Commission next month with the adoption process taking place over the next six weeks. He explained the process of developing the NEXT Comprehensive Plan began in 2018 with a 15 month to 18 month intended timeframe. He stated this would be the fifth Comprehensive Plan in the history of Broken Arrow; the last being adopted in 1997. He reported the Comprehensive Plan contained 12 chapters with an accompanying Parks Master Plan, a companion project which would be adopted along with the Comprehensive Plan. He stated the horizon for the Comprehensive Plan was approximately 20 years and the projected population for the Plan was 138,000 residents. He stated the 12 chapters were reviewed by the consultants and staff through six Steering Committee Meetings which took place between January 2018 and March 2019. He noted there had been four Public Hearings, as well as a charrette session in the fall of 2018. He

reported stake holder interviews were completed in the early part of the process with approximately 45 individuals, and an online survey was completed by approximately 1,200 residents. He stated there was also a Technical Advisory Committee, which consisted of Broken Arrow Department Heads, Engineering Staff, Technical Staff, Planning Staff, and Development Services Staff, which met five times during this process. He indicated major changes included: 1) the special districts (activity nodes) had been identified and adjusted, 2) enhanced corridors between districts were adjusted, 3) housing diversity and incorporation of sense of place were promoted.

Development Services Manager Michael Skates commended Mr. Daroga, Staff and others throughout the City who contributed to the development of the NEXT Comprehensive Plan. He stated Development Services Staff had worked tirelessly with the consultant to put together a plan for the future, which he believed would be very successful and would continue to promote Broken Arrow’s forward thinking. He stated the land use map had been painstakingly changed into an interactive map which would be posted online, and would be updated regularly. He stated the zoning maps were also updated, and beyond the Comprehensive Plan, Staff would begin to adjust Zoning Code.

**9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)**

There were no Remarks, Inquiries and Comments by Planning Commission and Staff.

**10. Adjournment**

The meeting adjourned at approximately 5:20 p.m.

MOTION: A motion was made by Mark Jones, seconded by Pablo Aguirre.

**Move to adjourn**

The motion carried by the following vote:

**Aye:        5 -**    Pablo Aguirre, Mark Jones, Fred Dorrell, Lee Whelpley, Ricky Jones



# City of Broken Arrow

## Request for Action

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**File #: 19-415, Version: 1**

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### Broken Arrow Planning Commission

**04-11-2019**

**To:** Chairman and Commission Members  
**From:** Development Services Department

**Title:** Approval of PT17-112, Conditional Final Plat, The Estates at Ridgewood, 41.18 acres, 86 Lots, A-1 to RS-3, one-quarter mile north of Houston Street, one-quarter mile east of Midway Road

#### **Background:**

**Applicant:** Schemmer & Associates  
**Owner:** Armory, LLC  
**Developer:** Paradigm Realty Advisors, LLC  
**Engineer:** Schemmer & Associates  
**Location:** One-quarter mile north of Houston Street, one-quarter mile east of Midway Road  
**Size of Tract** 41.18 acres  
**Number of Lots:** 1 (86 proposed)  
**Present Zoning:** A-1 to RS-3  
**Comp Plan:** Level 2

PT17-112, the conditional final plat for The Estates at Ridgewood, contains 41.18 acres and is proposed to be divided into 86 lots. This property is located one-quarter mile north of Houston Street and one-quarter mile east of Midway Road.

The preliminary plat for this property was approved by the Planning Commission on December 7, 2017. A rezoning request, BAZ-1992, to change the zoning on this property from A-1 to RS-3 was approved by the City Council on January 22, 2018.

This parcel is currently land-locked and has no access to a public street however, a temporary access road is being proposed through the parcel to the south to Houston Street. The City Council approved a request to annex the 40-acres directly south of this property in to the city limits February 20, 2018 with Ordinance No. 3514, The applicant plans to develop the annexed property as the second phase of this proposed subdivision. In addition, the property to the east is currently under review for the final plat of Kensington Ridge II, which provides access to Houston Street through another existing subdivision. With access provided from the south and east, this property meets the City of Broken Arrow Subdivision Regulations and the International Fire Code.

Water to this development is available from Wagoner County Rural Water District 4. Public sanitary sewer service is available from the City of Broken Arrow. According to the FEMA maps, none of this property is located in a 100-year floodplain.

**Attachments:**        Checklist  
                             Conditional Final Plat and Covenants

**Recommendation:**

Staff recommends PT17-112, conditional final plat for The Estates at Ridgewood, be approved subject to the attached checklist.

**Reviewed By:**        **Larry R. Curtis**

**Approved By:**        **Michael Skates**

ALY

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PRELIMINARY PLAT: **The Estates at Ridgewood**

CASE NUMBER: **PT17-112**

RELATED CASE NUMBERS: **N/A**

COUNTY: **WAGONER**

SECTION/TOWNSHIP/RANGE: **11/18/15**

GENERAL LOCATION: **North of E. 81<sup>st</sup> St. South and South Winwood Lane, between Oak Ridge & Kensington Ridge.**

CURRENT ZONING: **A-1**

SANITARY SEWER BASIN: **BA/Lynn Lane**

STORM WATER DRAINAGE BASIN: **Adams Creek**

ENGINEER: **Schemmer & Associates, Jon Taber**

ENGINEER ADDRESS: **10820 East 45<sup>th</sup> St., Ste.307, Tulsa, OK 74146**

ENGINEER PHONE NUMBER:

DEVELOPER: **Paradigm Realty Advisors, LLC, Dave Cocolin**

DEVELOPER ADDRESS: **4500 S. Garnett Rd., Ste. 220, Tulsa, OK 74146**

DEVELOPER PHONE NUMBER: **918.665.1900**

## **PRELIMINARY PLAT**

APPLICATION MADE: **October 6, 2017 (was put on hold until the rezoning application came in)**

TOTAL ACREAGE: **41.05**

NUMBER OF LOTS: **88**

TAC MEETING DATE: **December 5, 2017**

PLANNING COMMISSION MEETING DATE: **December 7, 2017**

COMMENTS:

1. ☐ Add a note for date of preparation on each page of the plat.
2. ☐ On the vicinity map, Broken Arrow Street names should be the primary with county names in parentheses.
3. ☐ Kensington Ridge II should be referenced as proposed on the vicinity map and plat.
4. ☐ Please add a note to the plat verifying that all wedge shaped lots are a minimum of 60-feet in width at the front building line.
5. ☐ Place "limits of no access" on the 20-foot building line side of all corner lots.
6. ☐ All outlots should be changed to reserve areas with ownership and maintenance details provided in the covenants.
7. ☐ Maintenance of the reserve areas are not defined in the covenants. All reserve areas should be maintained by the property owner.
8. ☐ Place a 17.5-foot perimeter easement around each outlot/reserve area. If ponds are to be placed in area D and C, the utility easement should be separate from any drainage easements.
9. ☐ The 20-foot access to the reserve area between Lots 43 & 44 of Block 2 should be part of the reserve area and be maintained by the owner of the reserve area.
10. ☐ Provide documentation for the 50-foot access road to Houston Street by separate instrument. Provide document number on the plat. The easement cannot be dedicated by the plat since the area is not included in the plat.
11. ☐ The Drainage Easements and Utility Easements between the double back of Block 2, between Lots 17 and 43 going southeast, should not overlap. In addition, Broken Arrow engineering criteria allows storm water drainage to flow over no more than 4 lots before reaching the storm sewer.
12. ☐ Are there existing offsite utility easements along the eastern boundary of Oak Ridge Estates? If yes, please show these on the plat.
13. ☐ The Development Number is not needed in the lower right corner of the plat.
14. ☐ Place case number (PT17-112) in lower right corner of plat.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: Estates at Ridgewood

APPLICATION MADE: 3/11/19

TOTAL ACREAGE: 41.18 acres

NUMBER OF LOTS: 86

TAC MEETING DATE: 4/9/19

PLANNING COMMISSION MEETING DATE: 4/11/19

CITY COUNCIL MEETING DATE: 5/7/19

### **COMMENTS:**

15. \_\_\_\_\_ Add addresses as assigned by the City of Broken Arrow.
16. \_\_\_\_\_ Place a limits of no access on the west side of Lot 47, Block 2.
17. \_\_\_\_\_ Add the Detention Determination Number to the face of the plat.
18. \_\_\_\_\_ Add language to the covenants regarding the formation of the mandatory HOA.
19. \_\_\_\_\_ Definition, purpose and restrictions for Reserve Area B, C & D is missing
20. \_\_\_\_\_ It appears that Reserve C includes a strip of land running to the SE but the strip width is not defined or clearly included in Reserve Area C
21. \_\_\_\_\_ The definition of the U/E is not clear at the SE corner of large Reserve Area C and the NW end of the strip. Does the U/E extend across the width of the NW end strip or does it stop on each side?
22. \_\_\_\_\_ Provide a closure statement.
23. \_\_\_\_\_ Designate the reserves as Overland Drainage Easements. Specify if the reserves are to function as a U/E.
24. \_\_\_\_\_ Overland Drainage Easements are needed between Lots 43 & 44 of Block 2 and Lots 16 & 17 of Block 2.
25. \_\_\_\_\_ In Section I.E of the covenants add "no fencing structures shall be allowed to be installed within an overland drainage easement.
26. \_\_\_\_\_ Section 2.B.E of the covenants, expand the definition to explain the functionality of the reserves and explain overland drainage easements. Provide information on liens filed against the property owner for maintenance.
27. \_\_\_\_\_ Add bearings to all lot lines and right-of-way lines. Show 25' radius on all intersecting right-of-way.
28. \_\_\_\_\_ Show the location of the benchmark that is being referenced.
29. \_\_\_\_\_ Add a 15' U/E at the front of all lots to locate rural water out of the right-of-way.
30. \_\_\_\_\_ Verify that the sums of the lot dimensions equal the boundary distance shown.
31. \_\_\_\_\_ Lots 29-31, block 2 need an 11' U/E along the back.
32. \_\_\_\_\_ Extend the U/E along the backs of lots 13 & 14, block 3.
33. \_\_\_\_\_ A separate waterline easement will be required for the rural water line extending south to 81<sup>st</sup> Street. This easement will need to be dedicated by separate instrument.

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## **CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT**

### **LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?**

\_\_\_\_\_ NATURAL GAS COMPANY APPROVAL

\_\_\_\_\_ ELECTRIC COMPANY APPROVAL

\_\_\_\_\_ TELEPHONE COMPANY APPROVAL

\_\_\_\_\_ CABLE COMPANY APPROVAL

### **CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?**

\_\_\_\_\_ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH

\_\_\_\_\_ OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

### **DEVELOPMENT SERVICES/ENGINEERING APPROVAL**

\_\_\_\_\_ STORMWATER PLANS, APPROVED ON:

\_\_\_\_\_ PAVING PLANS, APPROVED ON:

\_\_\_\_\_ WATER PLANS, APPROVED ON:

\_\_\_\_\_ SANITARY SEWER PLANS, APPROVED ON:

\_\_\_\_\_ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:

\_\_\_\_\_ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_

\_\_\_\_\_ IS A SIDEWALK PERFORMANCE BOND DUE? \_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_

\_\_\_\_ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER  
AND PAVING? (CIRCLE APPLICABLE) \_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_  
\_\_\_\_ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: \_\_\_\_\_  
\_\_\_\_ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT  
\_\_\_\_ MONUMENTS SHOWN ON PLAT  
\_\_\_\_ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

## PLANNING DEPARTMENT APPROVAL

\_\_\_\_ ADDRESSES REVIEWED AND APPROVED  
\_\_\_\_ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?  
\_\_\_\_ PLANNING DEPARTMENT REVIEW COMPLETE ON:  
\_\_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:  
\_\_\_\_ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

## FEES

____ FINAL PLAT PROCESSING FEE	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC.	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

**TOTAL FEE(S)** \$ \_\_\_\_\_

## FINAL PROCESSING OF PLAT

\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: \_\_\_\_\_  
\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_  
\_\_\_\_ FINAL PLAT PICKED UP FOR FILING ON: \_\_\_\_\_  
\_\_\_\_ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT  
\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT



Final Plat

The Estates at Ridgewood

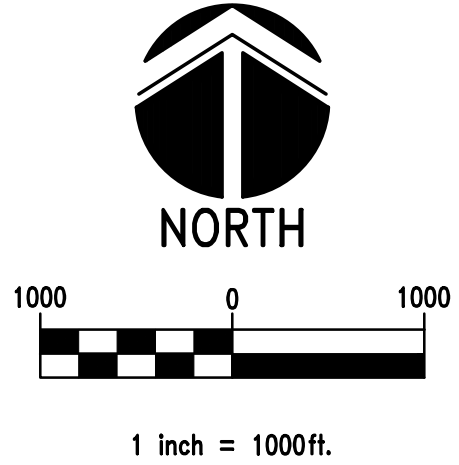
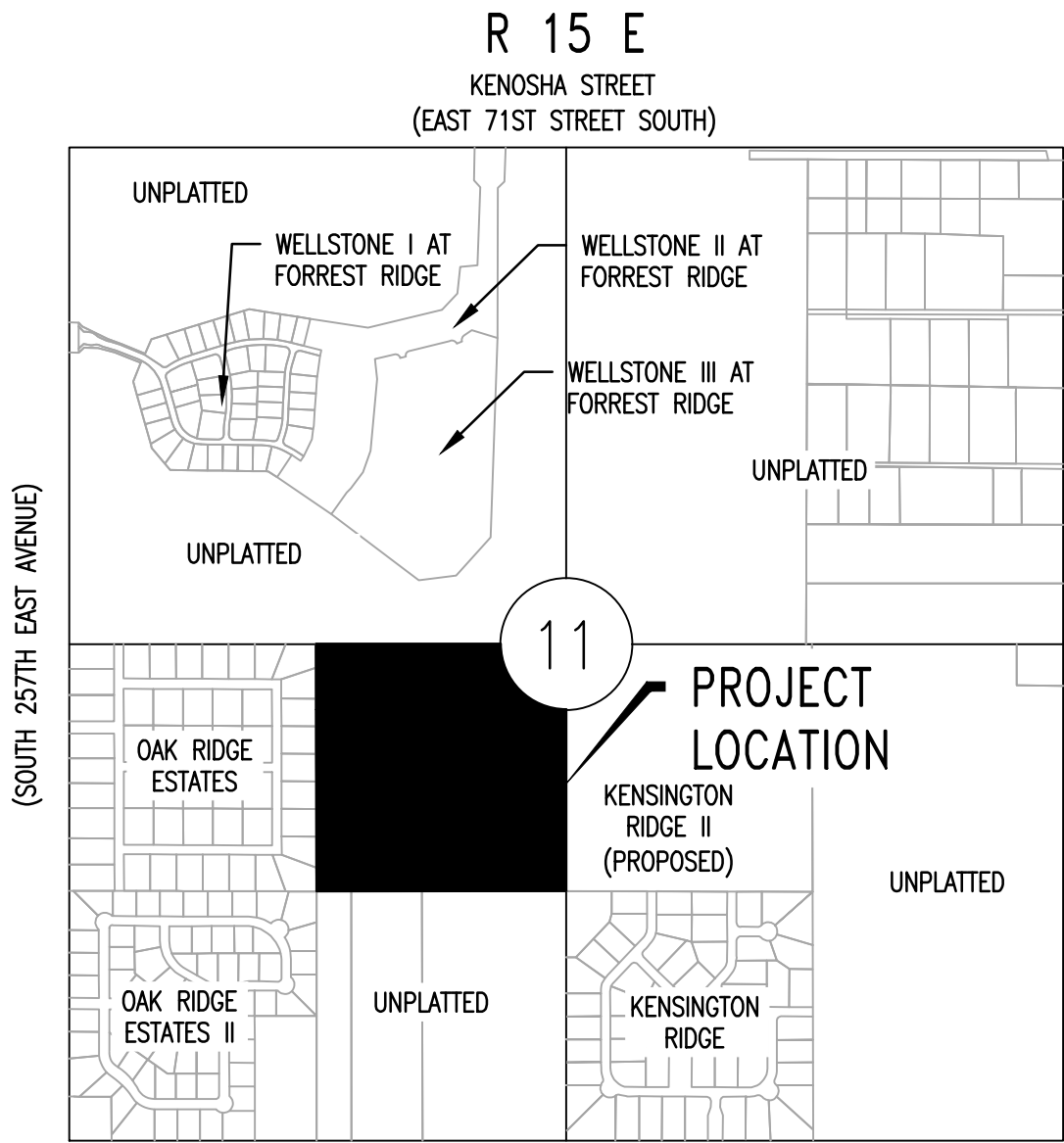
A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA  
41.18 ACRES, 4 BLOCKS, 86 LOTS, & 4 RESERVE AREAS

LEGEND:

B/L	BUILDING LINE
ESMT	EASEMENT
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
L.N.A.	LIMITS OF NO ACCESS
●	(FIP) FOUND IRON PIN
○	(SIP) SET 1/2" IRON PIN
	W/YELLOW CAP STAMPED "CA 5964"
LOT LINE	
EASEMENT LINE	
BUILDING SETBACK LINE	

Curve Table (C)					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	207.66	475.00	25.05	N12° 15' 49"W	206.01
C2	71.37	175.00	23.37	N13° 06' 12"W	70.88
C3	247.92	175.00	81.17	N39° 09' 54"E	227.70
C4	148.28	175.00	48.55	S75° 58' 34"E	143.89
C5	153.49	175.00	50.25	S26° 34' 30"E	148.62
C6	126.80	525.00	13.84	S6° 49' 16"E	126.49
C7	31.97	125.00	14.65	S81° 13' 33"W	31.88
C8	45.08	175.00	14.76	N81° 10' 23"E	44.95
C9	51.21	525.00	5.59	S21° 59' 38"E	51.19
C10	50.98	125.00	23.37	S13° 06' 12"E	50.63
C11	177.08	125.00	81.17	S39° 09' 54"W	162.64
C12	105.92	125.00	48.55	N75° 58' 34"W	102.78
C13	44.23	62.50	40.55	N58° 34' 19"E	43.31
C14	241.89	53.00	261.50	N51° 54' 09"W	80.30

Curve Table (C)					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C15	44.67	62.50	40.95	S17° 49' 24"W	43.72
C16	109.64	125.00	50.25	N26° 34' 31"W	106.16
C17	109.64	125.00	50.25	N26° 34' 29"W	106.16
C18	44.45	62.50	40.75	N72° 04' 36"W	43.52
C19	241.89	53.00	261.50	N38° 17' 52"E	80.30
C20	44.45	62.50	40.75	S31° 19' 40"E	43.52
C21	152.68	200.00	43.74	N66° 58' 13"E	149.00
C22	108.53	150.00	41.45	S68° 06' 45"W	106.17
C23	153.49	175.00	50.25	S26° 34' 30"E	148.62
C24	221.15	275.00	46.08	S21° 05' 16"W	215.24
C25	179.02	225.00	45.59	S21° 19' 53"W	174.34
C26	218.81	275.00	45.59	S21° 19' 53"W	213.08
C27	181.15	225.00	46.13	S21° 03' 41"W	176.29



FLOOD ZONE:

FIRM PANEL NO. 4014500120H DATED APRIL 17, 2012 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X". ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANGE FLOODPLAIN.

BENCHMARK:

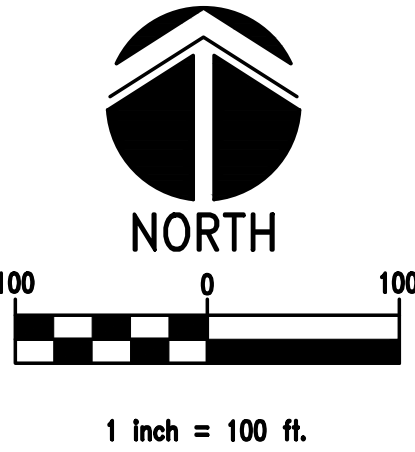
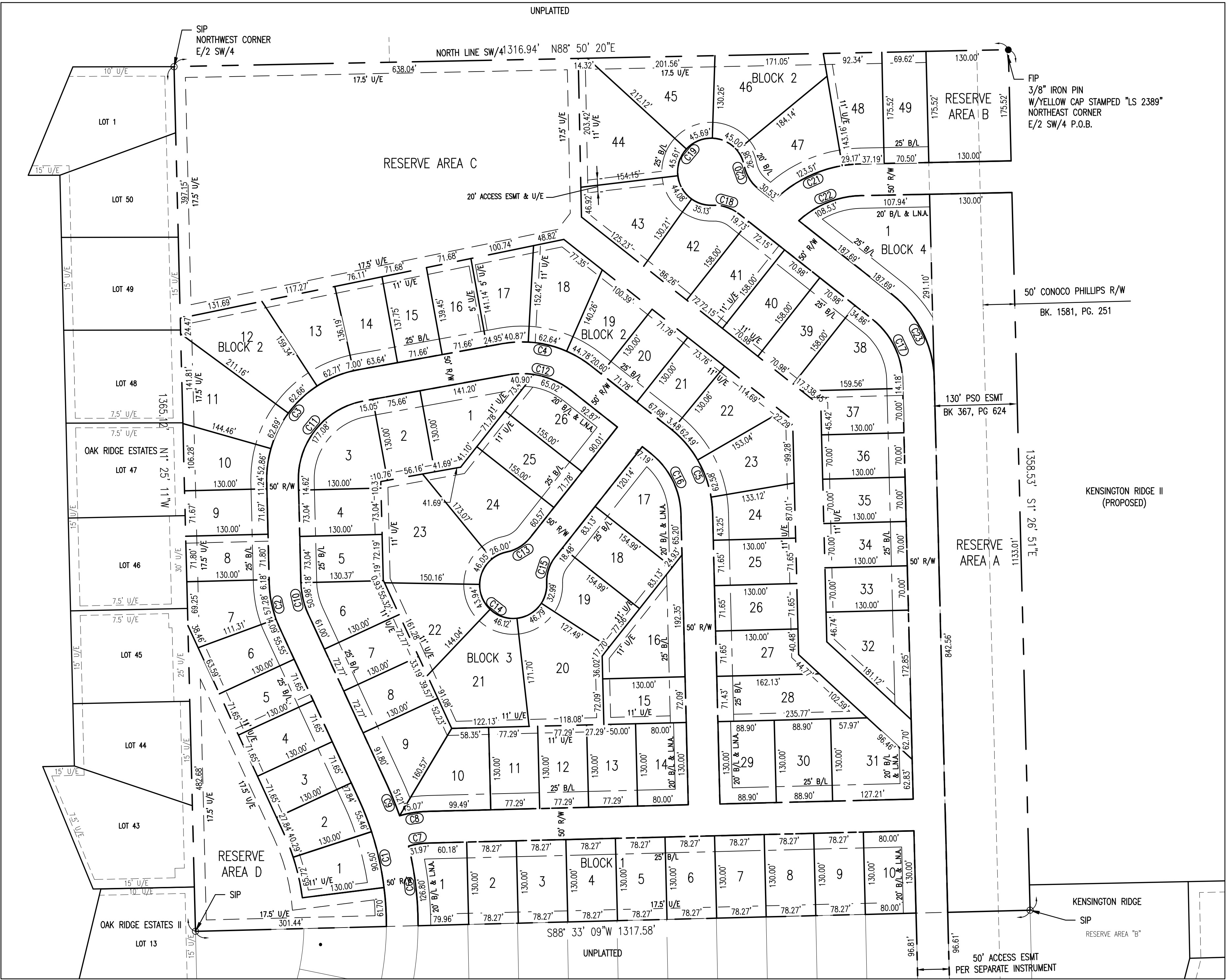
BENCHMARK NAME: BA 28  
DESCRIPTION: 3" ALUMINUM CAP-FLSUH-SET IN CONCRETE-STAMPED "BA 28", N.E. OF THE INTERSECTION OF E. 81ST, AND OAKGROVE ROAD (S. 273RD E. AVE.)  
HORIZONTAL DATUM: NAD 83 NORTHING: 389120.048 EASTING: 2656535.037  
VERTICAL DATUM: NAVD 88 ELEV. 669.462

BASIS OF BEARINGS:

OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501  
THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA  
S 01°26'51" E 2637.09'

NOTES:

- 86 LOTS IN 4 BLOCKS. TOTAL ACREAGE IS 41.18.
- ALL WEDGE SHAPED LOTS ARE A MINIMUM OF 60 FEET IN WIDTH AT THE FRONT BUILDING LINE.



OWNER:  
**ARMORY LLC**  
4500 SOUTH GARNETT, SUITE 220  
TULSA, OKLAHOMA 74146  
PHONE: (918) 665-1900  
CONTACT: DAVE COCOLIN

SURVEYOR/ENGINEER:  
**SCHEMMER**  
*Design with Purpose. Build with Confidence.*  
10820 EAST 45TH STREET, SUITE 307  
TULSA, OKLAHOMA 74146  
PHONE: (918) 394-1505  
CONTACT: A.B. WATSON, P.L.S. NO. 1057  
OK CA NO. 5964, EXPIRES 6/30/2019

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma  
  
Mayor \_\_\_\_\_  
  
Attest: City Clerk \_\_\_\_\_



# Final Plat

# The Estates at Ridgewood

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA  
41.18 ACRES, 4 BLOCKS, 86 LOTS, & 4 RESERVE AREAS

Parcel Area Table			Parcel Area Table		
PARCEL #	BLOCK #	Area (Acres)	PARCEL #	BLOCK #	Area (Acres)
1	BLOCK 1	0.25	28	BLOCK 2	0.33
10	BLOCK 1	0.24	18	BLOCK 2	0.32
2	BLOCK 1	0.23	26	BLOCK 2	0.21
3	BLOCK 1	0.23	42	BLOCK 2	0.30
4	BLOCK 1	0.23	24	BLOCK 2	0.23
5	BLOCK 1	0.23	16	BLOCK 2	0.23
6	BLOCK 1	0.23	15	BLOCK 2	0.23
8	BLOCK 1	0.23	4	BLOCK 2	0.21
7	BLOCK 1	0.23	41	BLOCK 2	0.26
9	BLOCK 1	0.23	6	BLOCK 2	0.22
14	BLOCK 2	0.23	5	BLOCK 2	0.21
12	BLOCK 2	0.43	34	BLOCK 2	0.21
11	BLOCK 2	0.37	3	BLOCK 2	0.21
10	BLOCK 2	0.26	49	BLOCK 2	0.28
13	BLOCK 2	0.29	29	BLOCK 2	0.27
1	BLOCK 2	0.23	21	BLOCK 2	0.22
2	BLOCK 2	0.23	10	BLOCK 3	0.30
37	BLOCK 2	0.22	12	BLOCK 3	0.23
35	BLOCK 2	0.21	18	BLOCK 3	0.30
36	BLOCK 2	0.21	23	BLOCK 3	0.50
33	BLOCK 2	0.21	13	BLOCK 3	0.23
32	BLOCK 2	0.33	17	BLOCK 3	0.33
38	BLOCK 2	0.32	1	BLOCK 3	0.34
22	BLOCK 2	0.28	14	BLOCK 3	0.24
47	BLOCK 2	0.39	20	BLOCK 3	0.48
48	BLOCK 2	0.32	25	BLOCK 3	0.26
9	BLOCK 2	0.21	21	BLOCK 3	0.48
30	BLOCK 2	0.27	24	BLOCK 3	0.41
39	BLOCK 2	0.26	9	BLOCK 3	0.29
46	BLOCK 2	0.42	26	BLOCK 3	0.31
8	BLOCK 2	0.21	4	BLOCK 3	0.22
31	BLOCK 2	0.33	8	BLOCK 3	0.22
19	BLOCK 2	0.25	6	BLOCK 3	0.26
45	BLOCK 2	0.40	15	BLOCK 3	0.22
23	BLOCK 2	0.30	22	BLOCK 3	0.31
20	BLOCK 2	0.21	7	BLOCK 3	0.22
40	BLOCK 2	0.26	5	BLOCK 3	0.22
44	BLOCK 2	0.48	16	BLOCK 3	0.34
27	BLOCK 2	0.23	3	BLOCK 3	0.34
17	BLOCK 2	0.27	11	BLOCK 3	0.23
25	BLOCK 2	0.21	19	BLOCK 3	0.28
7	BLOCK 2	0.26	2	BLOCK 3	0.23
43	BLOCK 2	0.35	1	BLOCK 4	0.58

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

ARMORY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE COUNTY OF WAGONER, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11) OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B. & M.), WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID E/2 SW/4; THENCE S 01°26'51" E ALONG THE EAST LINE OF THE E/2 SW/4 A DISTANCE OF 1368.53 FEET; THENCE S 88°33'09" W A DISTANCE OF 1317.58 FEET TO A POINT ON THE WEST LINE OF SAID E/2 SW/4; THENCE N 01°25'11" W A DISTANCE OF 1365.12 FEET ALONG THE WEST LINE OF SAID E/2 SW/4 TO THE NORTHWEST CORNER OF SAID E/2 SW/4; THENCE N 88°50'20" E A DISTANCE OF 1316.94 FEET ALONG THE NORTH LINE OF SAID E/2 SW/4 TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 41.18 ACRES, MORE OR LESS.

AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS "THE ESTATES AT RIDGEWOOD", A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA.

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW 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 DEVELOPER HEREBY RESERVES 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, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

### B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG EAST 81ST STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID 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 STRUCTURE.

3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS 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 SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

### C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER, SEWER, SOLID SEWER, AND NATURAL GAS DISTRICT NO. 4 OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

5. WAGONER COUNTY RURAL WATER, SEWER, SOLID SEWER, AND NATURAL GAS DISTRICT NO. 4 AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE, AND NATURAL GAS DISTRICT NO. 4 OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

### 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 SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

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

### E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

## SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2030 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS, WAIVABLE OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 25 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A SMALL BARN, NOT TO EXCEED THE HEIGHT OF THE DWELLING, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE BARN MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- ROOFING: THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 PITCH FOR ROOF SYSTEMS SHALL BE USED.
- FENCING: FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED onto ANY LOT IN THIS SUBDIVISION.
- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

### B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN THE ESTATES AT RIDGEWOOD PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES AT RIDGEWOOD.
- LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- PLAT. PLAT SHALL MEAN THE PLAT OF THE ESTATES AT RIDGEWOOD, WAGONER COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE WAGONER COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

### C. ARCHITECTURAL CONTROL COMMITTEE – PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.

6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSON OR PROPERTIES, (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES, LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE, OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.



# Final Plat The Estates at Ridgewood

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF  
THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF  
THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY,  
STATE OF OKLAHOMA  
41.18 ACRES, 4 BLOCKS, 86 LOTS, & 4 RESERVE AREAS

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED, (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED, AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCER OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME WHEN CIRCUMSTANCES SUCH AS TOPOGRAPHY, NATURAL OBSTRUCTIONS OR HARDSHIP MAY REQUIRE. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.

2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.

3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.

4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.

2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.

3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.

4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.

5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 80 ACRES OF THE ESTATES AT RIDGEWOOD WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION. FUTURE SECTIONS OF THE ESTATES AT RIDGEWOOD DEVELOPMENT YET TO BE NAMED.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III, E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS, ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.

E. ANNUAL ASSESSMENTS

(A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.

(B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

(C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

F. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

G. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFERRING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

H. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

I. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

J. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF BROKEN ARROW, COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.

C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT, DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.

F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE "FOR SALE" SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

H. NO STORAGE. NO LUMBER, METALS, BUILDING MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.

I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.

J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') 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 A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.

K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.

L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.

M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

(A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BATTLEES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.

(B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR WAGONER COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.

2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF WAGONER, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVEISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

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

8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

Final Plat  
The Estates at Ridgewood

A TRACT OF LAND THAT IS A PART OF THE EAST HALF (E/2) OF  
THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF  
THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY,  
STATE OF OKLAHOMA  
41.18 ACRES, 4 BLOCKS, 86 LOTS, & 4 RESERVE AREAS

IN WITNESS WHEREOF, ARMORY LLC HAS EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ARMORY LLC  
AN OKLAHOMA ASSOCIATION

BY: \_\_\_\_\_  
DAVE COCOLIN, MANAGER

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA    )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, PERSONALLY APPEARED DAVE COCOLIN, TO ME KNOWN TO BE THE  
IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF ARMORY LLC TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT,  
AND ACKNOWLEDGED TO ME THAT DAVE COCOLIN EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND  
AS THE FREE AND VOLUNTARY ACT AND DEED OF ARMORY LLC, AN OKLAHOMA CORPORATION, FOR THE USES AND  
PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
DARYL DAVID, NOTARY PUBLIC

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA    )

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL  
THE \_\_\_\_\_ COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE  
USE OF PUBLIC WATER AND ON SITE SEWER SYSTEM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ENVIRONMENTAL PROGRAM SPECIALIST  
DEPARTMENT OF ENVIRONMENTAL QUALITY

LAST DATE ON SITE:  
FIELD SURVEY DATE(S):

THIS PLAT OF SURVEY MEETS THE OKLAHOMA  
MINIMUM STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING AS ADOPTED BY THE OKLAHOMA STATE  
BOARD OF ENGINEERS AND LAND SURVEYORS.

A.B. WATSON JR. L.S. 1057 REGISTERED  
PROFESSIONAL LAND SURVEYOR



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, PERSONALLY APPEARED TO ME A. B. WATSON, JR. KNOWN TO BE  
THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING  
CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY  
AND YEAR LAST ABOVE WRITTEN.

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
DARYL DAVID, NOTARY PUBLIC



# City of Broken Arrow

## Request for Action

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**File #: 19-420, Version: 1**

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### Broken Arrow Planning Commission

**04-11-2019**

**To: Chairman and Commission Members**

**From: Development Services Department**

**Title:**

**Approval of BAL-2047 (Lot Split), Washington Lane VII, 1 Lot (3 Proposed), 58.941 acres, one-third mile south of Washington Street (91<sup>st</sup> Street), west of 9<sup>th</sup> Street (/177<sup>th</sup> E. Avenue/Lynn Lane)**

**Background:**

**Applicant:** Olsson Associates

**Owner:** Armory, LLC

**Developer:** Armory, LLC

**Surveyor:** Kevin M. Newlun

**Location:** One-third mile south of Washington Street (91<sup>st</sup> Street), west of 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane)

**Size of Tract** 58.941 total acres

**Number of Lots:** 1 (3 proposed)

**Present Zoning:** R-2/PUD-135C

**Comp Plan:** Level 2 (Urban Residential) and Greenway/Floodplain

Lot split request BAL-2047 involves a 58.941-acre parcel located one-third mile south of Washington Street (91<sup>st</sup> Street), west of 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane). This unplatted property is zoned R-2/PUD-135C (single-family residential).

On December 2, 2002, the City Council approved PUD-135 and BAZ-1580 for the Washington Lane residential development, subject to platting. The development has been phased with each phase being platted as development moves forward. Subsequent amendments were made to PUD-135, and the current lot split request governed by PUD-135C, a minor amendment to reduce side yard setbacks to five feet on each side (approved by Planning Commission on June 24, 2004).

In accordance with PUD-135, the area along the western side of Washington Lane VII and Washington Lane VIII is designated for open space and recreational uses. The exhibits within the PUD indicate that this area is planned for a park and trail system and is consistent with a future trail shown on the City of Broken Arrow, Park and Recreation Master Plan and on INCOG's Go Plan as part of the Broken Arrow Creek Trail. Accordingly, an easement will need to be recorded on these parcels to facilitate future development of the trail.

Applicant is requesting to split the 58.941-acre tract into three tracts. The 4.028-acre northernmost tract will be



a remainder tract. The middle 2.073-acre tract is proposed to be combined with Lot 35 Block 1 of Washington Lane VII. The southern 6.249-acre tract will become a part of the Washington Lane VIII subdivision along with a 6.62-acre parcel and a 39.94-acre parcel. These combined parcels are in the process of being platted as Washington Lane VIII (PT19-103).

BAL-2048CB is being processed concurrently to consolidate the middle portion (2.073 acres) of this lot split (BAL-2047) with Lot 35 Block 1 of Washington Lane VII. With the lot combination facilitated with BAL-2048CB, all lots created by this lot split will meet the zoning requirements of the R-2 zoning district and of PUD-135.

According to FEMA maps, portions of the property are in the 100-year floodplain. Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Cox Communications, and Windstream have indicated that they do not have any problems with the proposed lot split.

**Attachments:** Case map  
Aerial  
Lot Split Exhibits  
PUD-135 and PUD-135C Excerpts  
Broken Arrow Creek Trail Excerpt

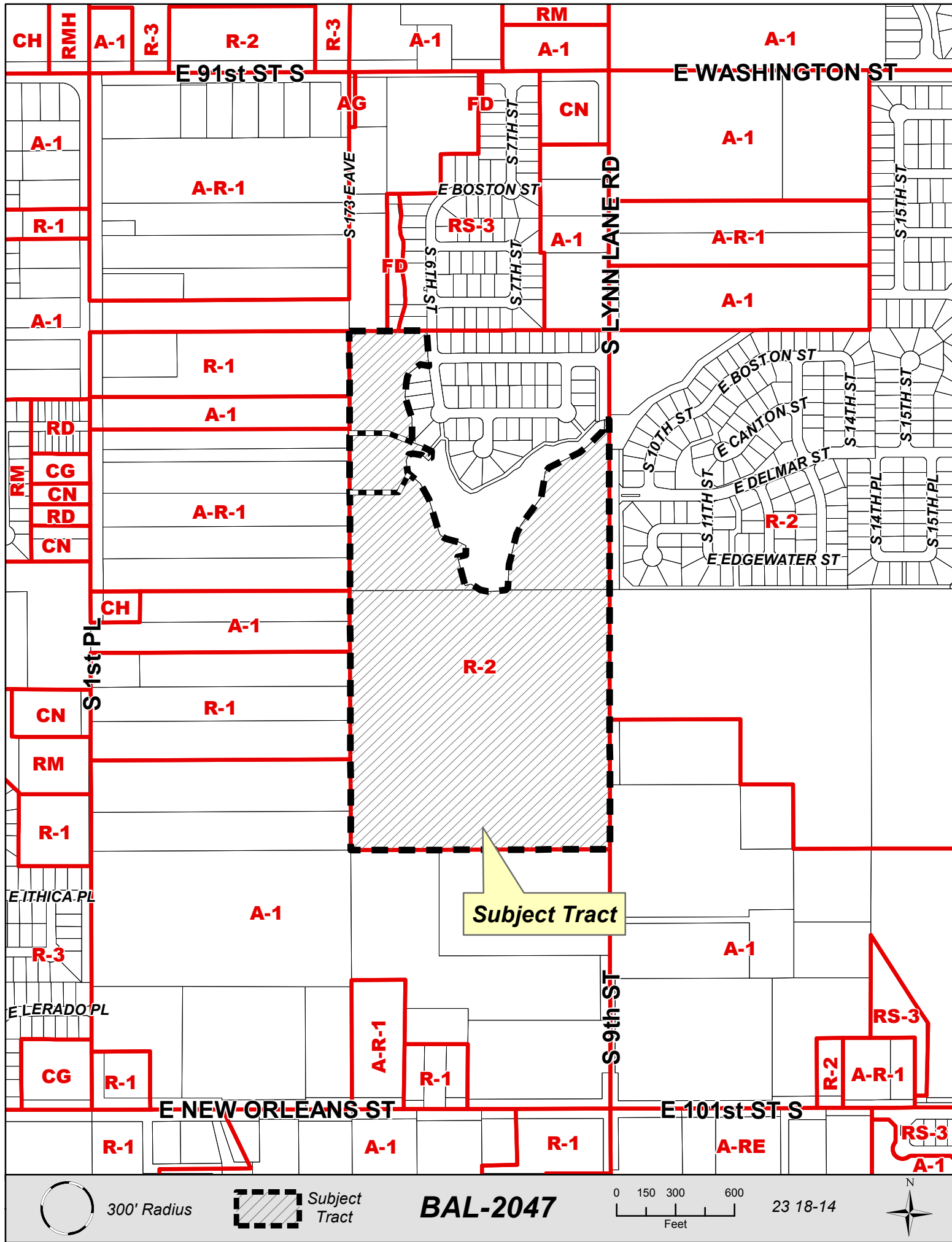
**Recommendation:**

Staff recommends BAL-2047 be approved, subject to the following:

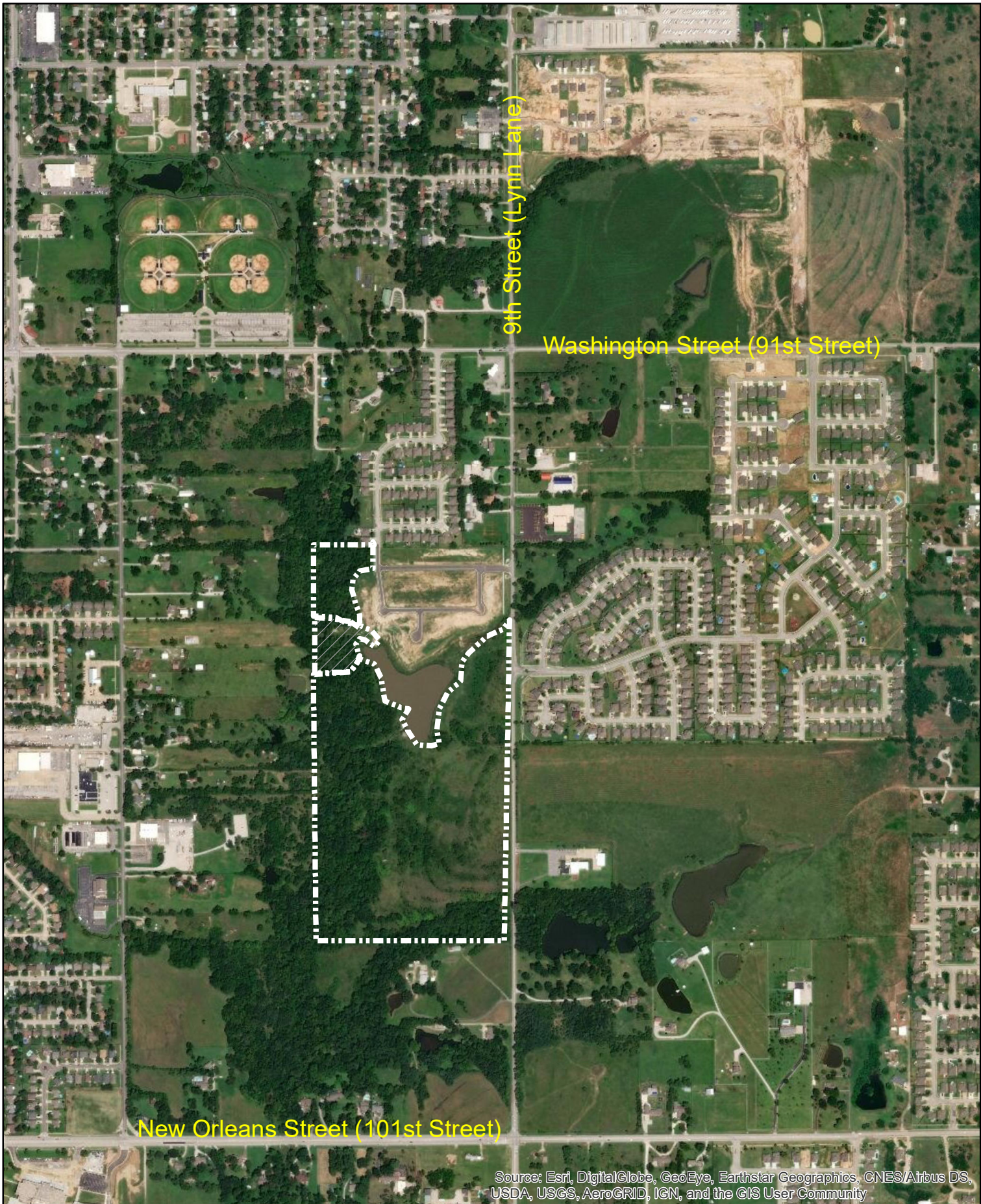
1. The warranty deed for each parcel shall be brought to the Plan Development Division to be stamped prior to being recorded in Tulsa County.
2. All necessary utility easements must be recorded before building permits may be issued on any of the newly created parcels.
3. A trail easement shall be dedicated to the City of Broken Arrow, and recorded in Tulsa County, to facilitate a future trail as part of the Broken Arrow Creek Trail.
4. The middle 2.073-acre tract shall be combined with Lot 35 Block 1 of Washington Lane VII.
5. The southern remainder tract shall not be used until platted.

**Reviewed and Approved By:** **Larry R. Curtis**

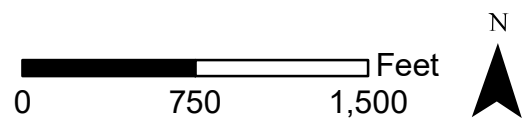
JMW





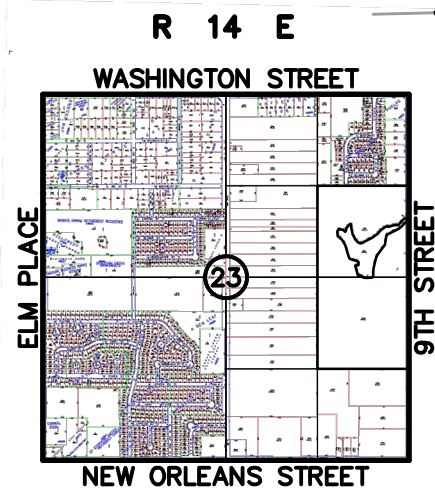


BAL-2047  
Washington Lane VII Lot Split





ExhibitPresentTotalTract-25243



**Location Map**  
SCALE: 1"=2000'

### Legal Description Lot Split Tract

A tract of land located in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section Twenty-three (23) of Township Eighteen (18) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey thereof, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of the SE/4 of the NE/4 of Sec. 23, T-18-N, R-14-E, I.B.&M.; Thence N 01°14'40" W along the east line of said SE/4 NE/4 a distance of 1321.01 feet to the NE corner of said SE/4 NE/4; Thence S 88°37'29" W a distance of 1320.80 feet to the NW corner of said SE/4 NE/4; Thence S 01°17'52" E along the west line of said SE/4 NE/4 a distance of 516.54 feet to the Point of Beginning; Thence N 88°42'09" E a distance of 195.99 feet; Thence S 69°01'43" E a distance of 129.97 feet to the SW corner of Lot 35 of Block 1 of the residential subdivision WASHINGTON LANE VII, according to the recorded plat, thereof; Thence S 69°01'43" E along the boundary of said WASHINGTON LANE VII a distance of 110.45 feet; Thence S 39°15'35" W a distance of 5.36 feet; Thence S 02°23'43" W a distance of 31.94 feet; Thence S 36°33'55" W a distance of 20.76 feet; Thence N 51°28'47" W a distance of 42.66 feet; Thence N 80°53'47" W a distance of 46.27 feet; Thence S 81°05'50" W a distance of 22.38 feet; Thence S 23°39'20" W a distance of 33.88 feet; Thence S 08°18'23" E a distance of 63.91 feet; Thence S 23°07'55" W a distance of 104.49 feet; Thence S 88°42'09" W a distance of 250.03 feet to the west line of said SE/4 NE/4; Thence N 01°17'49" W a distance of 300.03 feet to the Point of Beginning, and containing 2.073 acres, more or less.

**9th Street**



Scale: 1"=200



## Lot Split Tract Legal Description Exhibit Sec. 23, T-18-N, R-14-E Tulsa County, Oklahoma

WITNESS MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2018.

BY:   
KEVIN M. NEWLUN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1289

## LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section Twenty-three (23) of Township Eighteen (18) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according the U.S. Government Survey thereof, Tulsa County, State of Oklahoma, being more particularly described as follows:

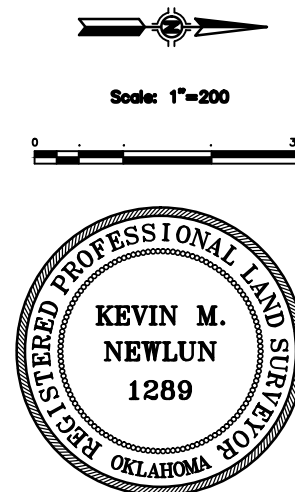
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Basis of bearing is the Oklahoma State Plane Coordinate System.

ExhibitPresentTotalTract-25243

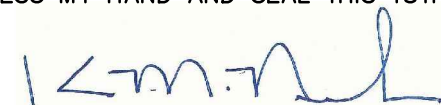


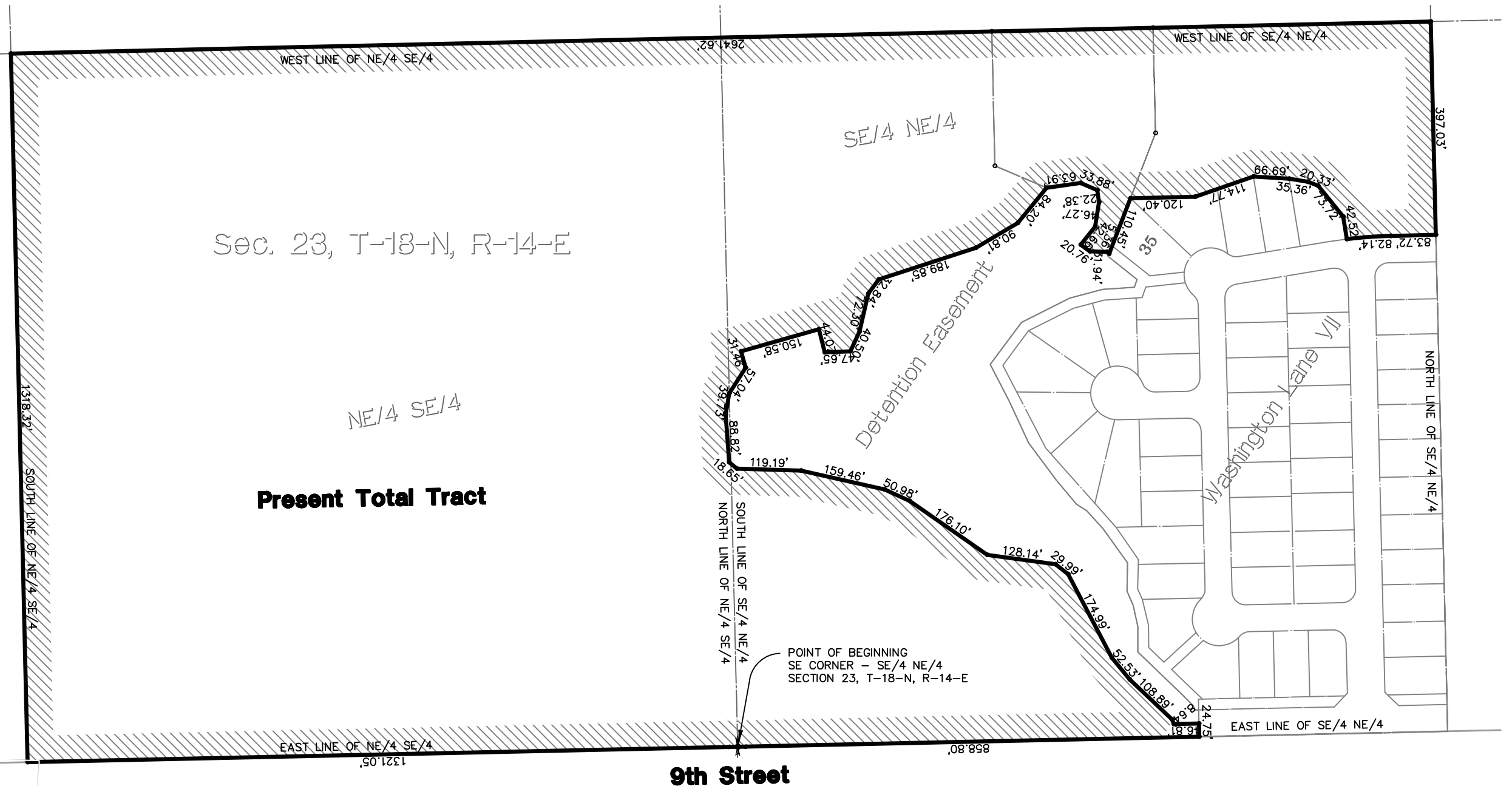
**Legal Description Present Total Tract**  
See attached Legal Description



**Present Total Tract**  
**Legal Description Exhibit**  
**Sec. 23, T-18-N, R-14-E**  
**Tulsa County, Oklahoma**

WITNESS MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2018.

  
BY: KEVIN M. NEWLUN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1289



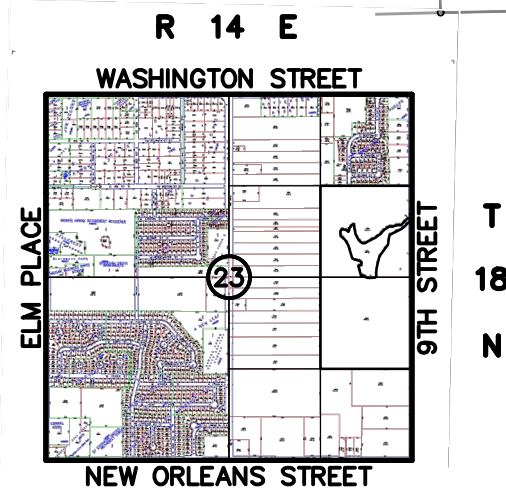
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Basis of bearing is the Oklahoma State Plane Coordinate System.

ExhibitPresentTotalTract-25243



**Location Map**  
SCALE: 1"=2000'

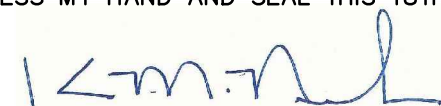
### Legal Description Remainder Tract North

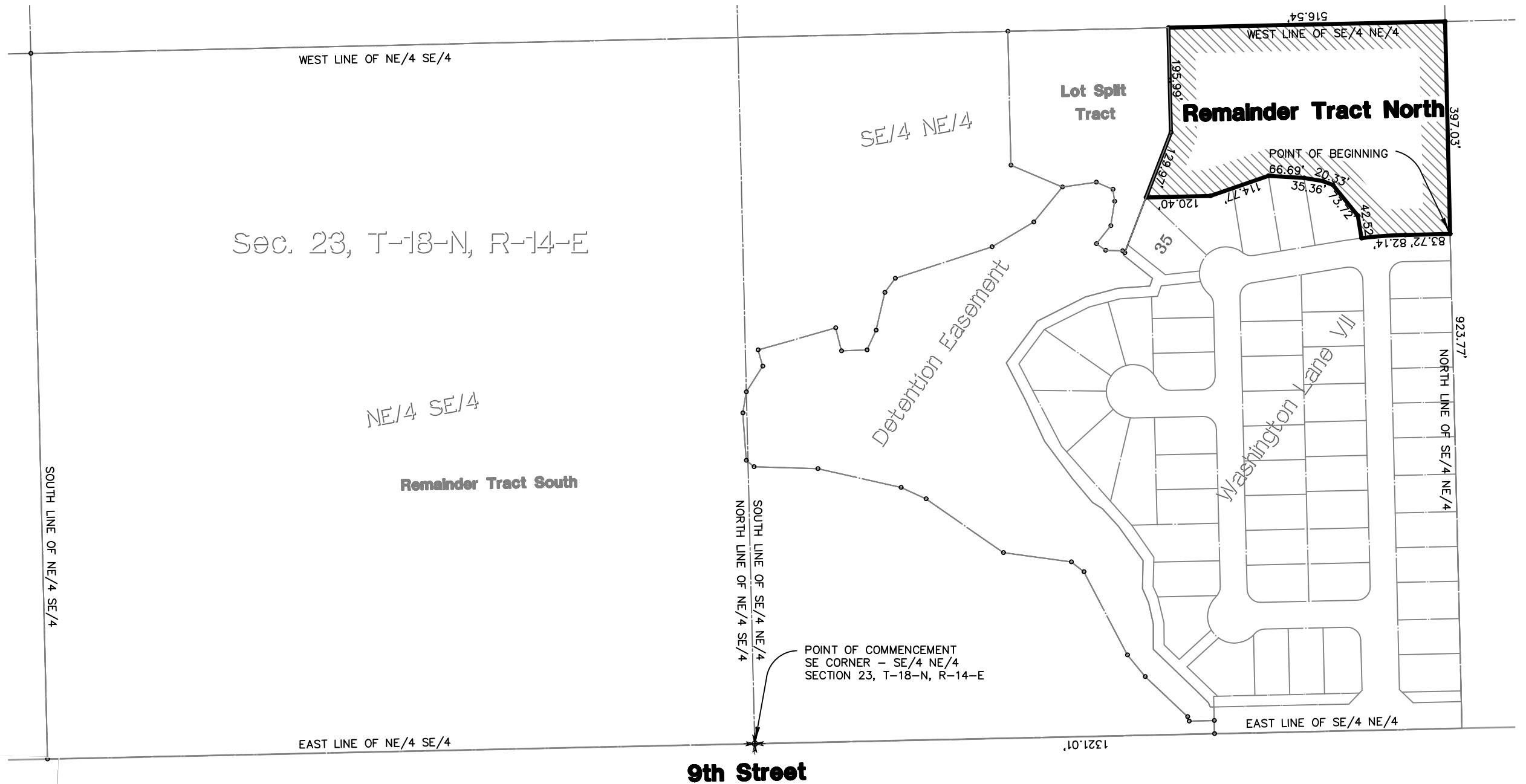
See attached Legal Description



### Remainder Tract North Legal Description Exhibit Sec. 23, T-18-N, R-14-E Tulsa County, Oklahoma

WITNESS MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2018.

  
BY: KEVIN M. NEWLUN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1289



## LEGAL DESCRIPTION

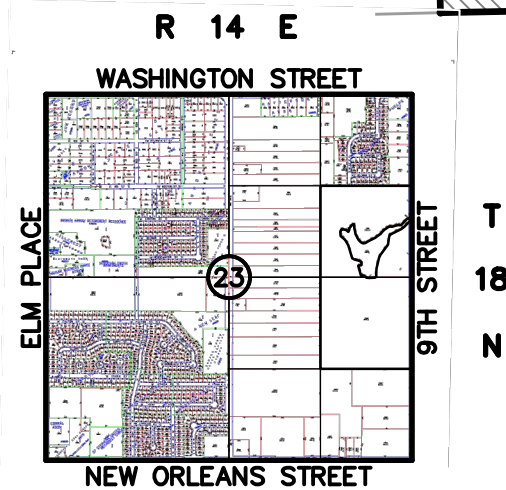
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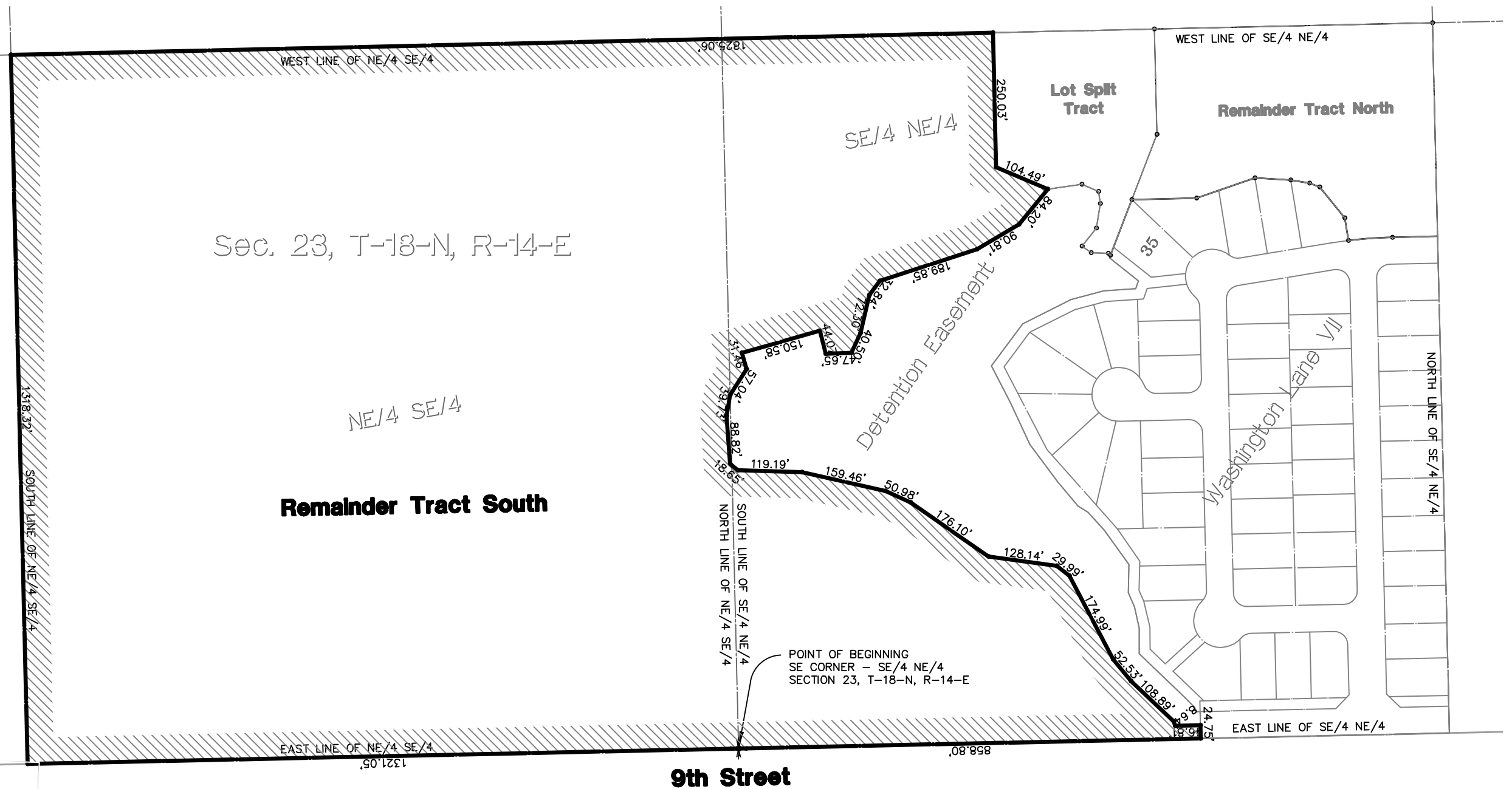
Basis of bearing is the Oklahoma State Plane Coordinate System.



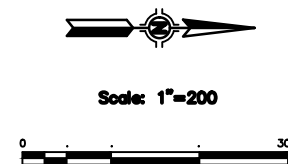
ExhibitPresentTotalTract-25243



**Location Map**  
SCALE: 1"=2000'

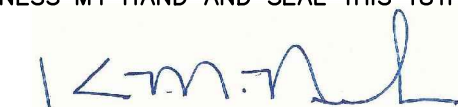


**Legal Description Remainder Tract South**  
See attached Legal Description



**Remainder Tract South  
Legal Description Exhibit  
Sec. 23, T-18-N, R-14-E  
Tulsa County, Oklahoma**

WITNESS MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2018.

  
BY: KEVIN M. NEWLUN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1289

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Basis of bearing is the Oklahoma State Plane Coordinate System.



**5. Does the sponsor have control of the ROW for the project? If so, has the ROW been acquired in accord with the Federal Uniform Relocation Assistance and Acquisition Policies Act?**

The City has all needed right of way for the "share the road" on street bikeway and pedestrian improvements. The City has also received a letter from the Broken Arrow Independent School District No. 3 indicating that "The School District will provide the required rights-of-way or easements where the trails cross school properties", which will provide the needed ROW to meet Federal requirements. The trail ROW north of 101<sup>st</sup> Street to East Ithica Place is all within the City's current ROW.

**6. Describe the proposed ownership and maintenance responsibilities for the project once it is completed.**

The project will be maintained by the City of Broken Arrow Parks and Recreation Department. They will provide the right-of-way (mowing, cleanup, fencing, etc.) and they will budget funding for all of the other needed maintenance. The Streets and Stormwater Department will maintain the roadway (pavement repairs, striping, signage) with Parks and Recreation making the maintenance requests to them for those repairs on the bikeway and the trail.

**7. Use this space to provide any additional details that relate to the rating criteria that were not addressed in the questions above.**

Broken Arrow has received support of this trail/bikeway corridor from the Broken Arrow School District and has offered to convey needed right of way for construction. In addition, the City has received support from a local developer within the corridor for future trail and park development by Broken Arrow as shown below.

**From:** Dave [<mailto:dave@paradigmtulsa.com>]  
**Sent:** Friday, April 19, 2013 9:41 AM  
**To:** Daroga, Farhad  
**Cc:** 'Eric Anderson'  
**Subject:** Broken Arrow Trails

Farhad,

As you know we have been working with Broken Arrow Parks as we expand Washington Lane from its current 100 acres. There is an additional 300 acres we own adjacent to the original development. Eighty of these acres are across Lynn Lane and 200 are across Washington Street. It has always been hoped that this central community of nearly 400 acres when built out would be linked in with Broken Arrow's trail system. One of the natural connection points would be along Broken Arrow creek that parallels Lynn Lane and runs along the western border of our 80 acre property line. We have had early discussions with Parks to determine what portions of this property would be suitable for the City to use for these purposes. We believe that working together we could donate this land for such a purpose and with Parks efforts it could become a treasured amenity for not only our 400 acre community but for the citizens of Broken Arrow in general.

Please keep us informed of any initiatives in this regard. You will find us willing participants.

Sincerely,

Dave Cocolin





  
LANDPLAN  
CONSULTANTS  
INCORPORATED  
1110 West 23rd  
Tulsa, OK 74107  
(918) 584-6464

Scale:

BROKEN ARROW CREEK TRAIL  
LAYOUT PLAN (3)

Revisions:


North

Design		
Drawn		
Checked		
Approved		







**LANDPLAN CONSULTANTS INCORPORATED**

1110 West 23rd  
Tulsa, OK 74107  
(918) 584-6464

Sect:

**BROKEN ARROW CREEK TRAIL**

**CONCEPTUAL LAYOUT PLAN (1)**

Revisions:

No.	Description	Date

North

Design

Drawn

Checked

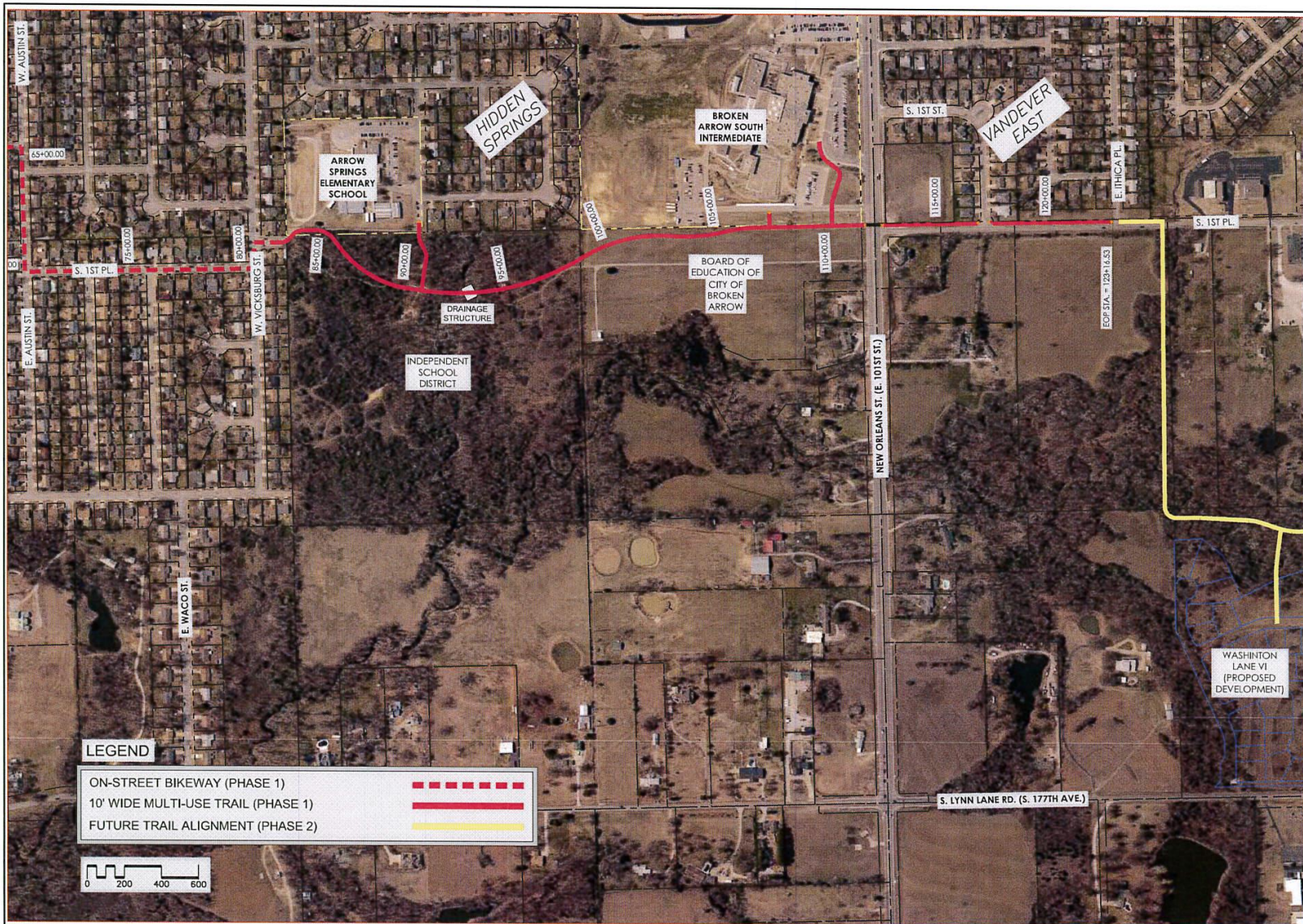
Approved

BEFORE  
YOU DO  
ANYTHING  
CALL OUR

Sheet:

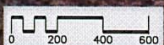
**1** of 3





# LEGEND

ON-STREET BIKEWAY (PHASE 1)  
 10' WIDE MULTI-USE TRAIL (PHASE 1)  
 FUTURE TRAIL ALIGNMENT (PHASE 2)



LANDPLAN  
 CONSULTANTS  
 INCORPORATED  
 1110 West 23rd  
 Tulsa, OK 74107  
 (918) 584-6464

Sheet:

## BROKEN ARROW CREEK TRAIL CONCEPTUAL LAYOUT PLAN (2)

Revisions:


North



Design

Drawn

Checked

Approved



Sheet:

2 of 3



# City of Broken Arrow

## Request for Action

---

**File #: 19-421, Version: 1**

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### Broken Arrow Planning Commission

04-11-2019

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of BAL-2048CB (Lot Consolidation), Washington Lane VII, 2 Lots (1 proposed), 58.941 acres, one-half mile south of Washington Street (91<sup>st</sup> Street), west of 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane)**

**Background:**

**Applicant:** Olsson Associates

**Owner:** Armory, LLC

**Developer:** Armory, LLC

**Surveyor:** Kevin M. Newlun

**Location:** One-third mile south of Washington Street (91<sup>st</sup> Street), west of 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane)

**Size of Tract** 58.941 total acres

**Number of Lots:** 2 (1 proposed)

**Present Zoning:** R-2/PUD-135C

**Comp Plan:** Level 2 (Urban Residential) and Greenway/Floodplain

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On December 2, 2002, the City Council approved PUD-135 and BAZ-1580 for the Washington Lane residential development, subject to platting. The development has been phased with each phase being platted as development moves forward. Subsequent amendments were made to PUD-135, and the current lot split request governed by PUD-135C, a minor amendment to reduce side yard setbacks to five feet on each side (approved by Planning Commission on June 24, 2004).

In accordance with PUD-135, the area along the western side of Washington Lane VII and Washington Lane VIII is designated for open space and recreational uses. The exhibits within the PUD indicate that this area is planned for a park and trail system and is consistent with a future trail shown on the City of Broken Arrow, Park and Recreation Master Plan and on INCOG's Go Plan as part of the Broken Arrow Creek Trail. Accordingly, an easement will need to be recorded on these parcels to facilitate future development of the trail.

Applicant is requesting to combine a 2.073-acre tract (a resulting tract from lot split BAL-2047) with Lot 35 Block 1 of Washington Lane VII. On its own, the 2.073-acre tract would not meet the frontage requirements of the R-2 zoning district. By combining the tract with Lot 35, the resulting 2.328-acre lot is in conformance with the R-2 district and with PUD-135.

According to FEMA maps, portions of the property are in the 100-year floodplain. Oklahoma Natural Gas (ONG), Public Service Company of Oklahoma (PSO), Cox Communications, and Windstream have indicated that they do not have any problems with the proposed lot split.

**Attachments:** Case map  
Aerial  
Lot Combination Exhibits  
Lot Combination Legal Description  
PUD-135 and PUD-135C Excerpts  
Broken Arrow Creek Trail Excerpt

**Recommendation:**

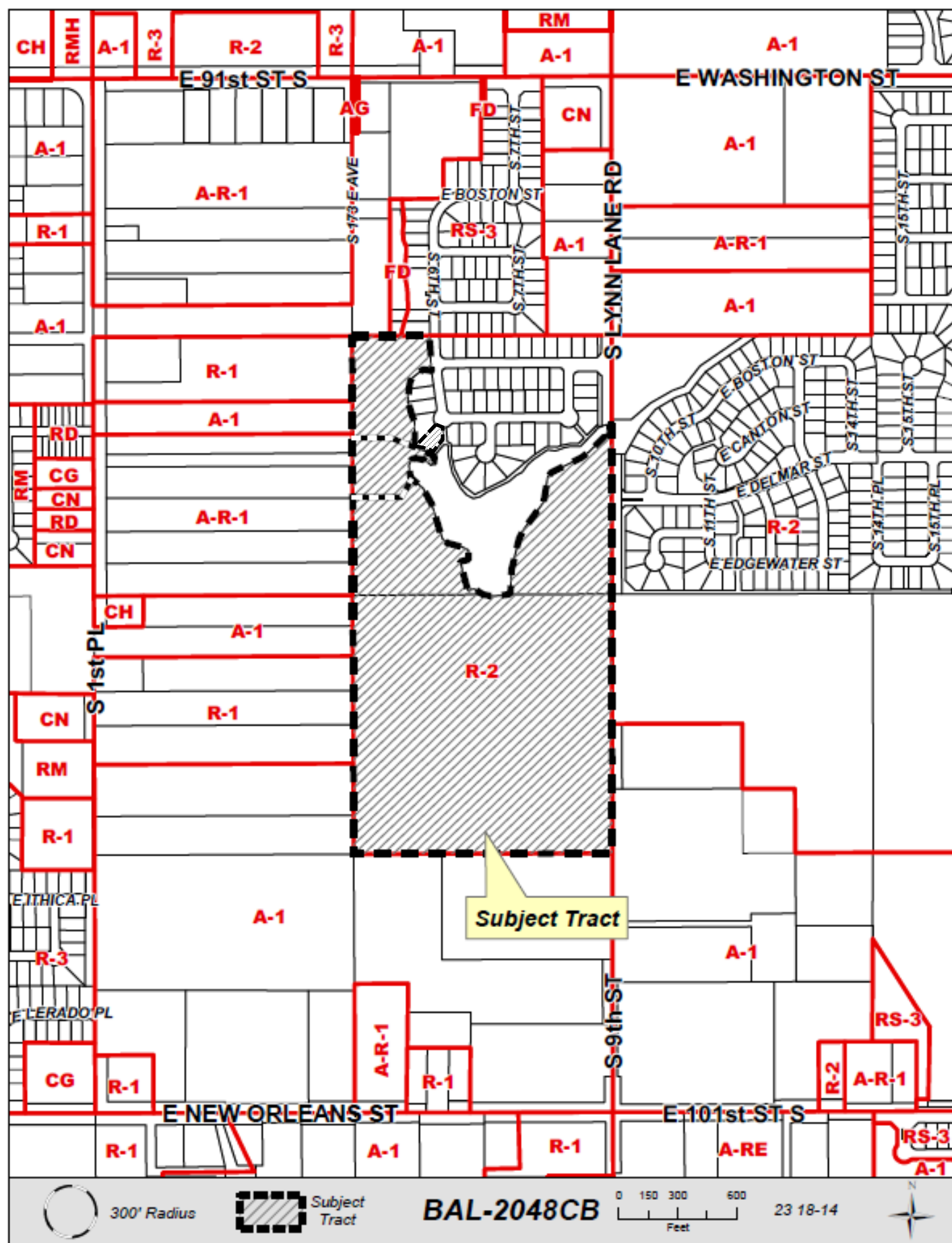
Staff recommends BAL-2048CB be approved, subject to the following:

1. The warranty deed for each parcel shall be brought to the Plan Development Division to be stamped prior to being recorded in Tulsa County.
2. All necessary utility easements must be recorded before building permits may be issued on any of the newly created parcels.
3. A trail easement shall be dedicated to the City of Broken Arrow, and recorded in Tulsa County, to facilitate a future trail as part of the Broken Arrow Creek Trail.

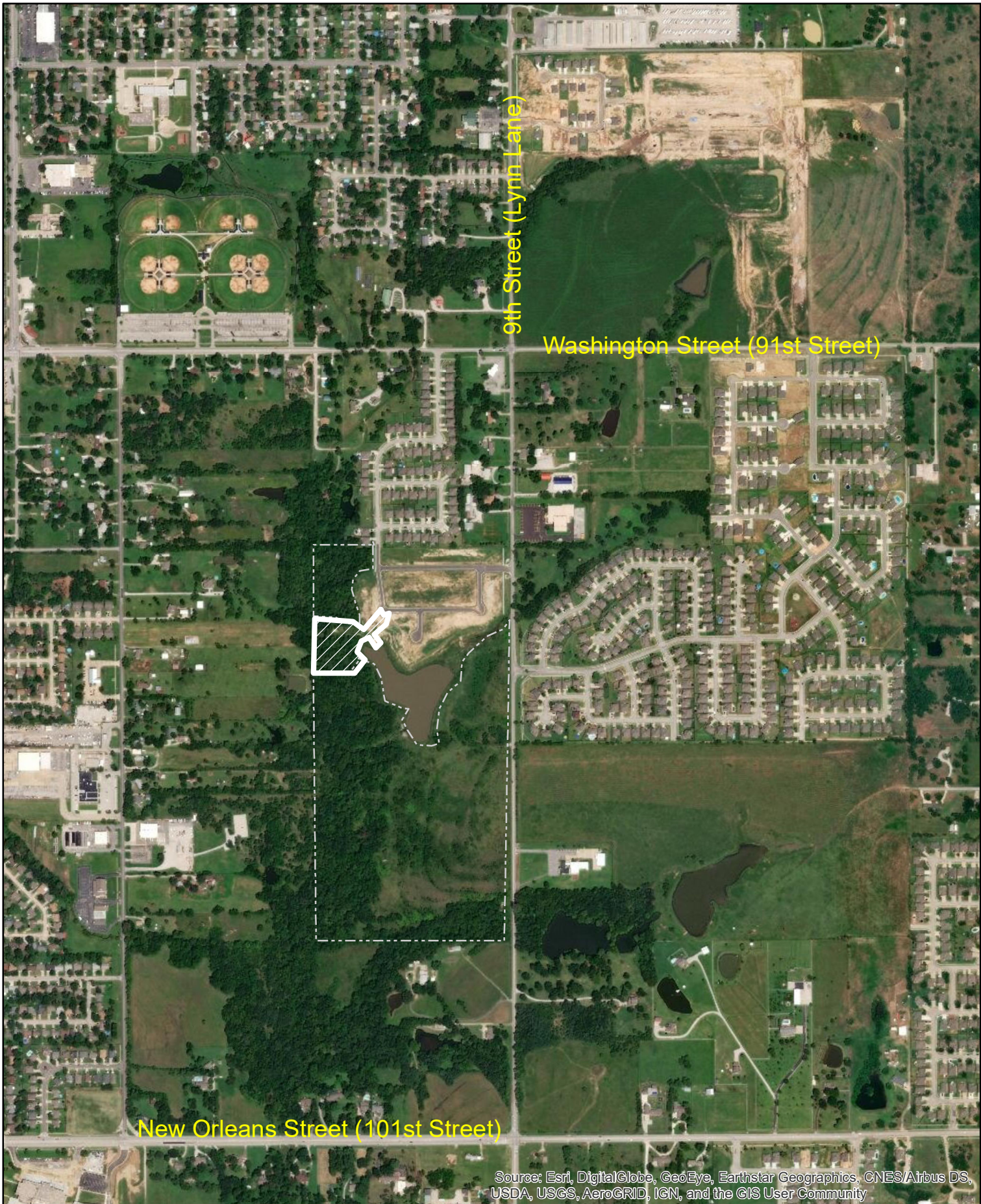
**Reviewed and Approved By:** Larry R. Curtis

JMW

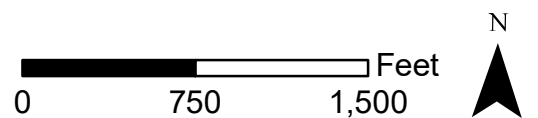








BAL-2047  
Washington Lane VII Lot Split





LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section Twenty-three (23) of Township Eighteen (18) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according the U.S. Government Survey thereof, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of the SE/4 of the NE/4 of Sec. 23, T-18-N, R-14-E, I.B.&M.; Thence N 01°14'40" W along the east line of said SE/4 NE/4 a distance of 1321.01 feet to the NE corner of said SE/4 NE/4; Thence S 88°37'29" W a distance of 1320.80 feet to the NW corner of said SE/4 NE/4; Thence S 01°17'52" E along the west line of said SE/4 NE/4 a distance of 516.54 feet to the Point of Beginning; Thence N 88°42'09" E a distance of 195.99 feet; Thence S 69°01'43" E a distance of 129.97 feet to the SW corner of Lot 35 of Block 1 of the residential subdivision WASHINGTON LANE VII, according to the recorded plat, thereof; Thence N 43°29'09" E along the boundary of said Lot 35 (until otherwise noted) a distance of 156.29 feet; Thence along a curve to the left having a radius of 50.00 feet, a central angle of 38°05'31", a chord bearing of S 65°33'36" E, a chord length of 32.63 feet for a distance of 33.24 feet; Thence S 06°08'35" E a distance of 64.24 feet; Thence S 38°33'40" W a distance of 89.40 feet; Thence S 69°01'43" E (leaving the boundary of said Lot 35) along the boundary of said WASHINGTON LANE VII a distance of 15.77 feet; Thence S 39°15'35" W a distance of 5.36 feet; Thence S 02°23'43" W a distance of 31.94 feet; Thence S 36°33'55" W a distance of 20.76 feet; Thence N 51°28'47" W a distance of 42.66 feet; Thence N 80°53'47" W a distance of 46.27 feet; Thence S 81°05'50" W a distance of 22.38 feet; Thence S 23°39'20" W a distance of 33.88 feet; Thence S 08°18'23" E a distance of 63.91 feet; Thence S 23°07'55" W a distance of 104.49 feet; Thence S 88°42'09" W a distance of 250.03 feet to the west line of said SE/4 NE/4; Thence N 01°17'49" W a distance of 300.03 feet to the Point of Beginning, and containing 2.328 acres, more or less.

Basis of bearing is the Oklahoma State Plane Coordinate System.

**5. Does the sponsor have control of the ROW for the project? If so, has the ROW been acquired in accord with the Federal Uniform Relocation Assistance and Acquisition Policies Act?**

The City has all needed right of way for the "share the road" on street bikeway and pedestrian improvements. The City has also received a letter from the Broken Arrow Independent School District No. 3 indicating that "The School District will provide the required rights-of-way or easements where the trails cross school properties", which will provide the needed ROW to meet Federal requirements. The trail ROW north of 101<sup>st</sup> Street to East Ithica Place is all within the City's current ROW.

**6. Describe the proposed ownership and maintenance responsibilities for the project once it is completed.**

The project will be maintained by the City of Broken Arrow Parks and Recreation Department. They will provide the right-of-way (mowing, cleanup, fencing, etc.) and they will budget funding for all of the other needed maintenance. The Streets and Stormwater Department will maintain the roadway (pavement repairs, striping, signage) with Parks and Recreation making the maintenance requests to them for those repairs on the bikeway and the trail.

**7. Use this space to provide any additional details that relate to the rating criteria that were not addressed in the questions above.**

Broken Arrow has received support of this trail/bikeway corridor from the Broken Arrow School District and has offered to convey needed right of way for construction. In addition, the City has received support from a local developer within the corridor for future trail and park development by Broken Arrow as shown below.

**From:** Dave [<mailto:dave@paradigmtulsa.com>]  
**Sent:** Friday, April 19, 2013 9:41 AM  
**To:** Daroga, Farhad  
**Cc:** 'Eric Anderson'  
**Subject:** Broken Arrow Trails

Farhad,

As you know we have been working with Broken Arrow Parks as we expand Washington Lane from its current 100 acres. There is an additional 300 acres we own adjacent to the original development. Eighty of these acres are across Lynn Lane and 200 are across Washington Street. It has always been hoped that this central community of nearly 400 acres when built out would be linked in with Broken Arrow's trail system. One of the natural connection points would be along Broken Arrow creek that parallels Lynn Lane and runs along the western border of our 80 acre property line. We have had early discussions with Parks to determine what portions of this property would be suitable for the City to use for these purposes. We believe that working together we could donate this land for such a purpose and with Parks efforts it could become a treasured amenity for not only our 400 acre community but for the citizens of Broken Arrow in general.

Please keep us informed of any initiatives in this regard. You will find us willing participants.

Sincerely,

Dave Cocolin





  
**LANDPLAN  
CONSULTANTS  
INCORPORATED**  
1110 West 23rd  
Tulsa, OK 74107  
(918) 584-6464

Scale:

**BROKEN ARROW CREEK TRAIL  
LAYOUT PLAN (3)**

Revisions:


North

Design		
Drawn		
Checked		
Approved		









LANDPLAN  
CONSULTANTS  
INCORPORATED

1110 West 23rd  
Tulsa, OK 74107  
(918) 584-6464

Sheet:

BROKEN ARROW CREEK TRAIL  
CONCEPTUAL LAYOUT PLAN (1)

Revisions:

North



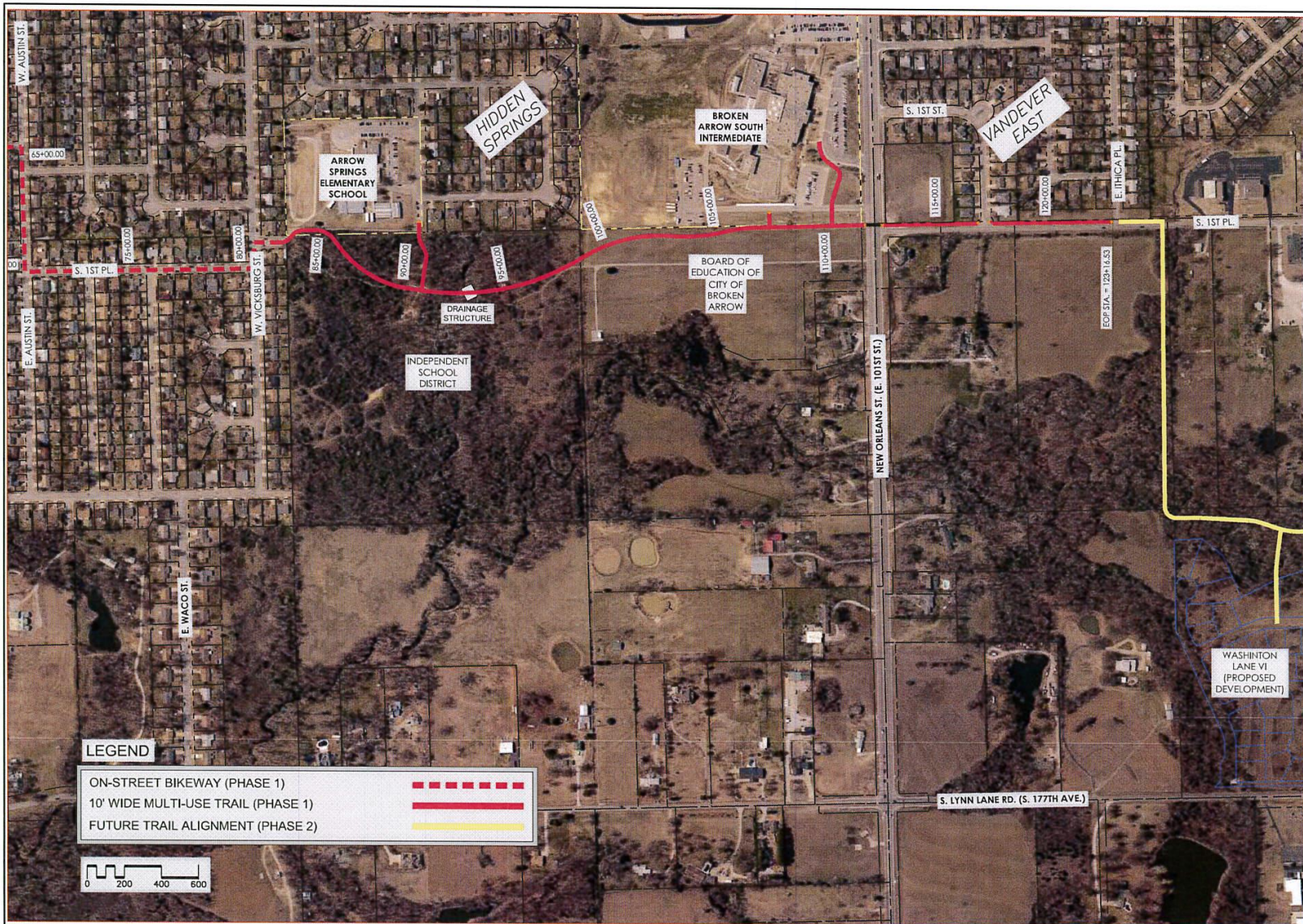
Design	Drawn	Checked	Approved



BEFORE  
YOU DO  
ANYTHING  
CALL OUR

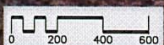
Sheet: 1 of 3





# LEGEND

ON-STREET BIKEWAY (PHASE 1)  
 10' WIDE MULTI-USE TRAIL (PHASE 1)  
 FUTURE TRAIL ALIGNMENT (PHASE 2)



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 INCORPORATED  
 1110 West 23rd  
 Tulsa, OK 74107  
 (918) 584-6464

Sheet:

## BROKEN ARROW CREEK TRAIL CONCEPTUAL LAYOUT PLAN (2)

Revisions:


North



Design

Drawn

Checked

Approved



Sheet:

2 of 3



# City of Broken Arrow

## Request for Action

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**File #: 19-366, Version: 1**

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**Broken Arrow Planning Commission  
04-11-2019**

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:**

**Public hearing, consideration, and possible action regarding PUD-288 (Planned Unit Development) and BAZ-2024 (Rezoning), Village at 1Eleven, 28.95 acres, A-1 to CM and RS-4/PUD-288, located at the northwest corner of Florence Street (111<sup>th</sup> Street) and Aspen Avenue (145<sup>th</sup> E Avenue)**

**Background:**

**Applicant:** Tanner Consulting, LLC  
**Owner:** Otto J. Johannesen, Jr. Trust  
**Developer:** Daniel Ruhl  
**Engineer:** Tanner Consulting, LLC  
**Location:** Northwest corner of Florence Street (111<sup>th</sup> Street) and Aspen Avenue (145<sup>th</sup> E Avenue)  
**Size of Tract** 28.95 acres  
**Present Zoning:** A-1  
**Proposed Zoning:** CM (Community Mixed-Use) & RS-4 (Single-Family Residential )/PUD-288  
**Comp Plan:** Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)

Planned Unit Development (PUD)-288 and BAZ-2024 involve a 28.95 acre undeveloped tract located at the northwest corner of Florence Street (111<sup>th</sup> Street) and Aspen Avenue (145<sup>th</sup> E Avenue). Applicant is requesting that the zoning on the unplatted property be changed from A-1 (Agricultural) to CM (Community Mixed-Use) and RS-4 (Single-Family Residential) with PUD-288.

Village at 1Eleven is a proposed mixed-use development consisting of commercial and residential uses. Access to this development is proposed to be from two primary points of access off of Florence Street (111<sup>th</sup> Street) and two primary points off of Aspen Avenue (145<sup>th</sup> E Avenue). Emergency fire access is proposed on the north side of the single-family residential portion of the property in Development Area B.

Development Area A is a mixed-use area consisting of retail/commercial spaces and residential flats (multi-family). This area is designed to provide connectivity between retail and residential uses. Development Area B is proposed to be developed into 75 lots of single-family residential housing. Per the RS-4 zoning standards, up to 80 residential lots would be permitted however, with PUD-288 the applicant is restricting the number of lots to 75. Amenities for this development include a pocket park, ponds and a club house. These amenities are proposed to be shared with residents of Development Area A.



PUD-288 is proposed to be developed in accordance with the CM and RS-4 development standards with the following modifications:

Development Area A

- Uses permitted by right in the CM zoning district including, but not limited to: multi-family dwellings, restaurants without drive-thru, general retail, office, convenience store with gas sales, and customary accessory to permitted uses
- Minimum lot size is 3 acres, lots can be reduced to 1 acre in size subject to lot split approval
- Minimum lot coverage is reduced from 50% to 30% to be built out over time
- No minimum or maximum setbacks are proposed except for 10-foot minimum setbacks against the west and north boundaries
- Landscaping is proposed to be in accordance with the zoning ordinance
- A shared park and clubhouse is to be located and shared between Development Areas A and B
- Pedestrian connections will be provided to connect adjacent lots and Development Areas A and B.

Development Area B

- Uses permitted by right in the RS-4 zoning district including, but not limited to: single-family detached housing and uses customarily accessory to permitted uses
- Maximum number of lots is 75
- Minimum lot frontage is reduced from 55-feet to 50-feet
- Maximum lot coverage is increased from 50% on interior lots and 60% on corner lots to 60% on interior lots and 70% on corner lots
- Maximum building height shall be in accordance with the zoning ordinance except that architectural features such as chimneys and cupolas may extend to a maximum height of 45-feet. No habitable portion of any dwelling shall exceed the 35-foot limitation
- Parking
- Front setbacks are reduced from 20-feet to 15-feet for the main building façade. The 20-foot setback requirement remains for garage structures.
- Rear yard setbacks remain at 20-feet for primary residences and alley loaded detached garages. This setback is reduced to 17.5-feet for detached garage accessory buildings that are not non-alley loaded
- Side yard setbacks remain at 5-feet for primary residences and 5-feet for detached garage accessory buildings.
- Streets within this development area are proposed to be private and built to Broken Arrow standards for minor residential streets. Private streets may have reduced right-of-way. Boulevard style entrance features and landscaping are to be maintained by a mandatory homeowners association. Gate requirements shall meet the requirements for the Broken Arrow Zoning Ordinance and the fire code.
- Each residential lot shall be permitted on accessory dwelling unit (ADU) with a full kitchen. ADU's shall comply with all setback and area regulations of the zoning code and PUD.
- Subdivision entrance signs shall be a maximum of 8-feet in height and 32 square feet in size. Signage serving residential neighborhood amenities shall be permitted within reserve areas containing neighborhood amenities and shall be a maximum of 8-feet in height and 32 square feet in size. Signage shall otherwise comply with the Broken Arrow Zoning Code.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 2	R-2	Single-Family Residential
East	Level 4	CG	Undeveloped
South	Levels 1 & 4	RE & A-1	Single-Family Residential & Undeveloped
West	Level 3 & Public/Semi Public	A-1	Single-Family Residential & Aspen Creek Elementary School

According to the FEMA Maps, none of this property is located in the 100 year floodplain. Water and sanitary sewer service is available from the City of Broken Arrow.

The property associated with PUD-288 and BAZ-2024 is shown in the Comprehensive Plan as Level 3 and 4. The CM zoning in Level 4 and the RS-4 zoning in Level 3 requested with BAZ-2024 and incorporated into PUD-288 is considered to be in conformance with the Comprehensive Plan in Levels 3 and 4.

**Attachments:** Case map  
Aerial photo  
Comprehensive Plan  
PUD-288 Design Statement

**Recommendation:**

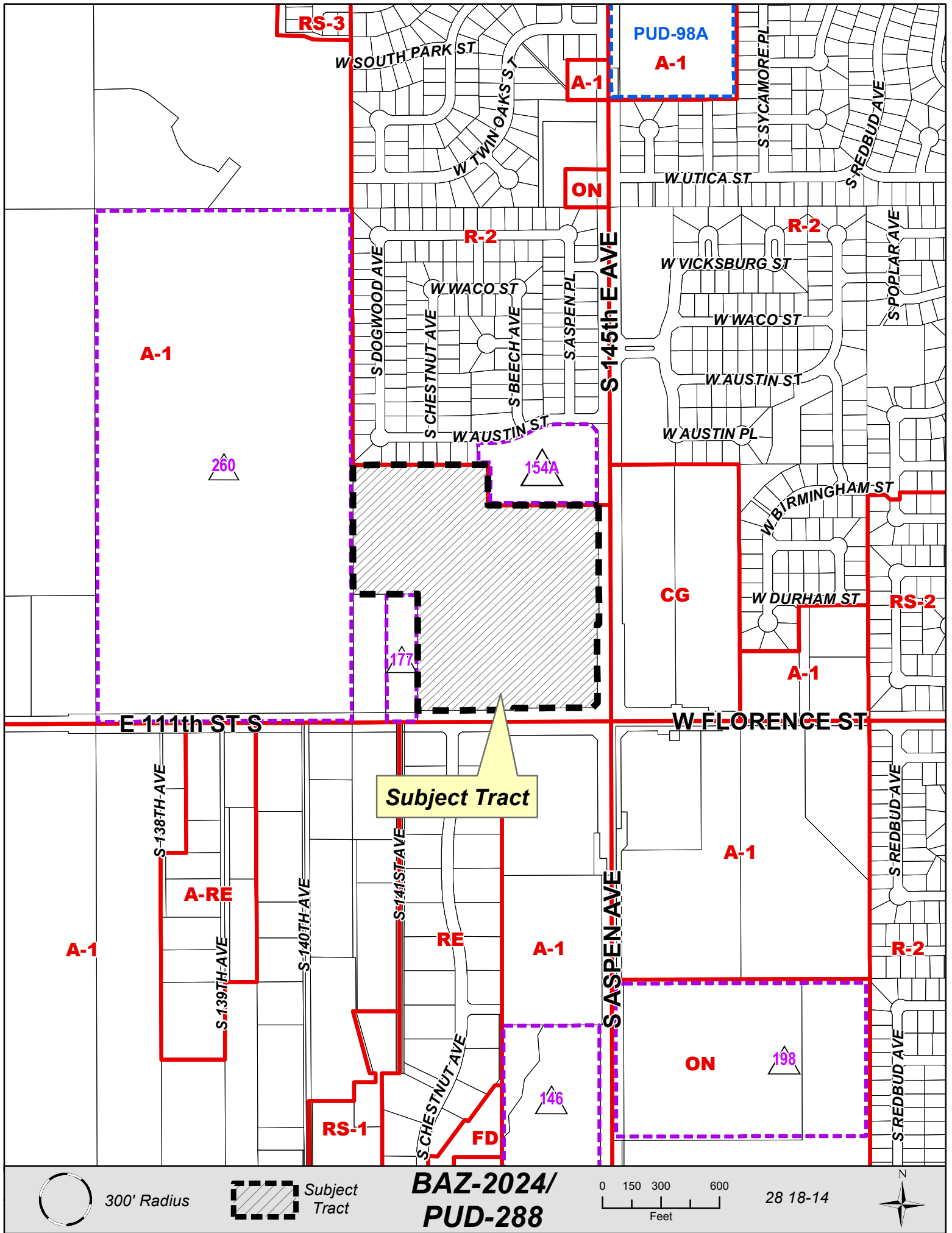
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-288 and BAZ-2024 be approved, subject to the property being platted.

**Reviewed By:** Larry R. Curtis

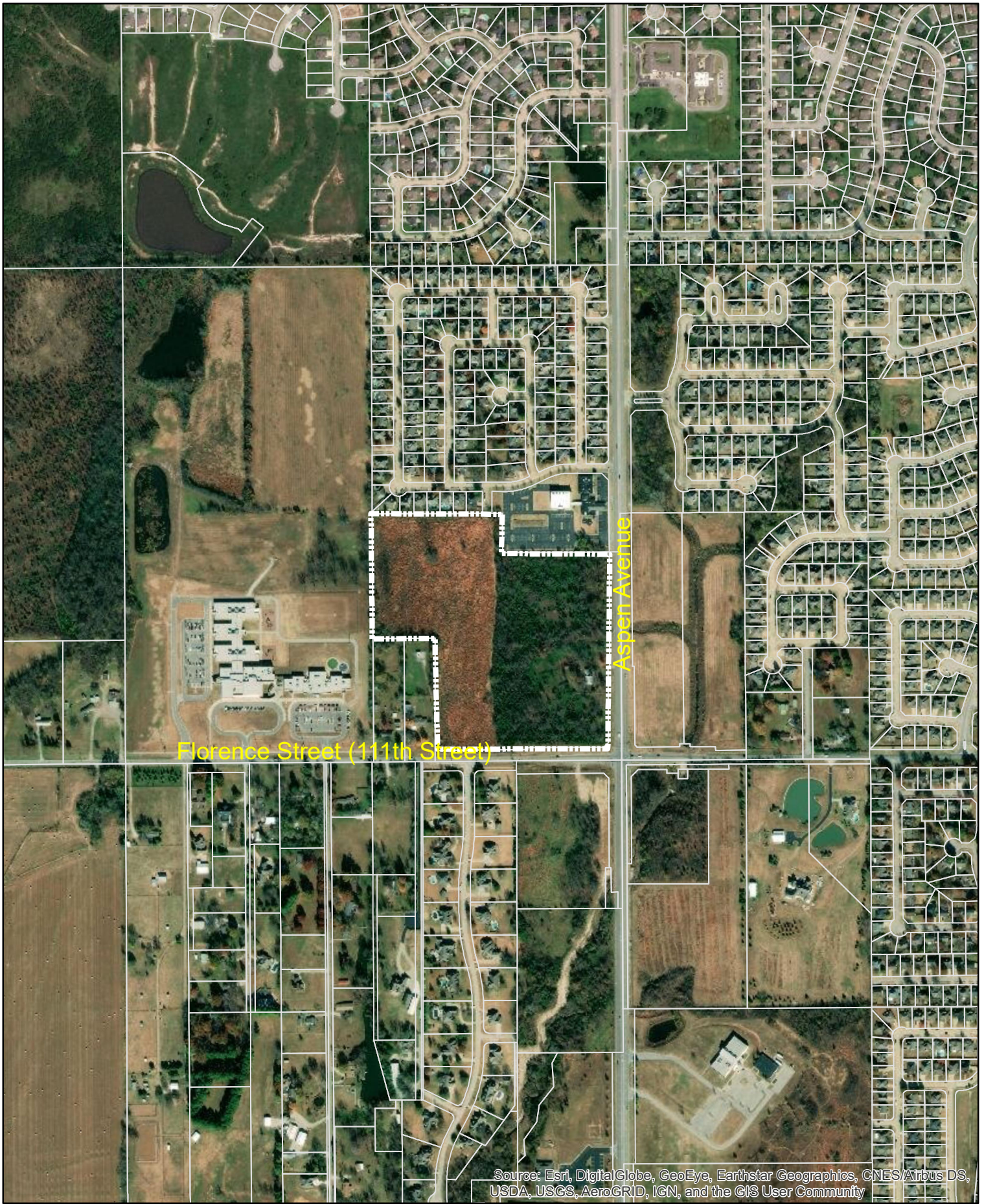
**Approved By:** Michael W. Skates

ALY

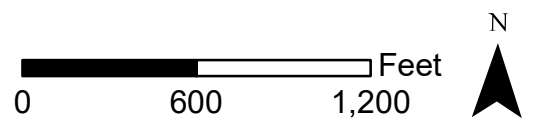








PUD-288 & BAZ-2024  
Village at 1Eleven

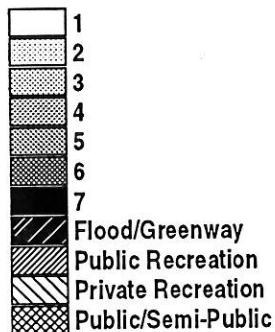




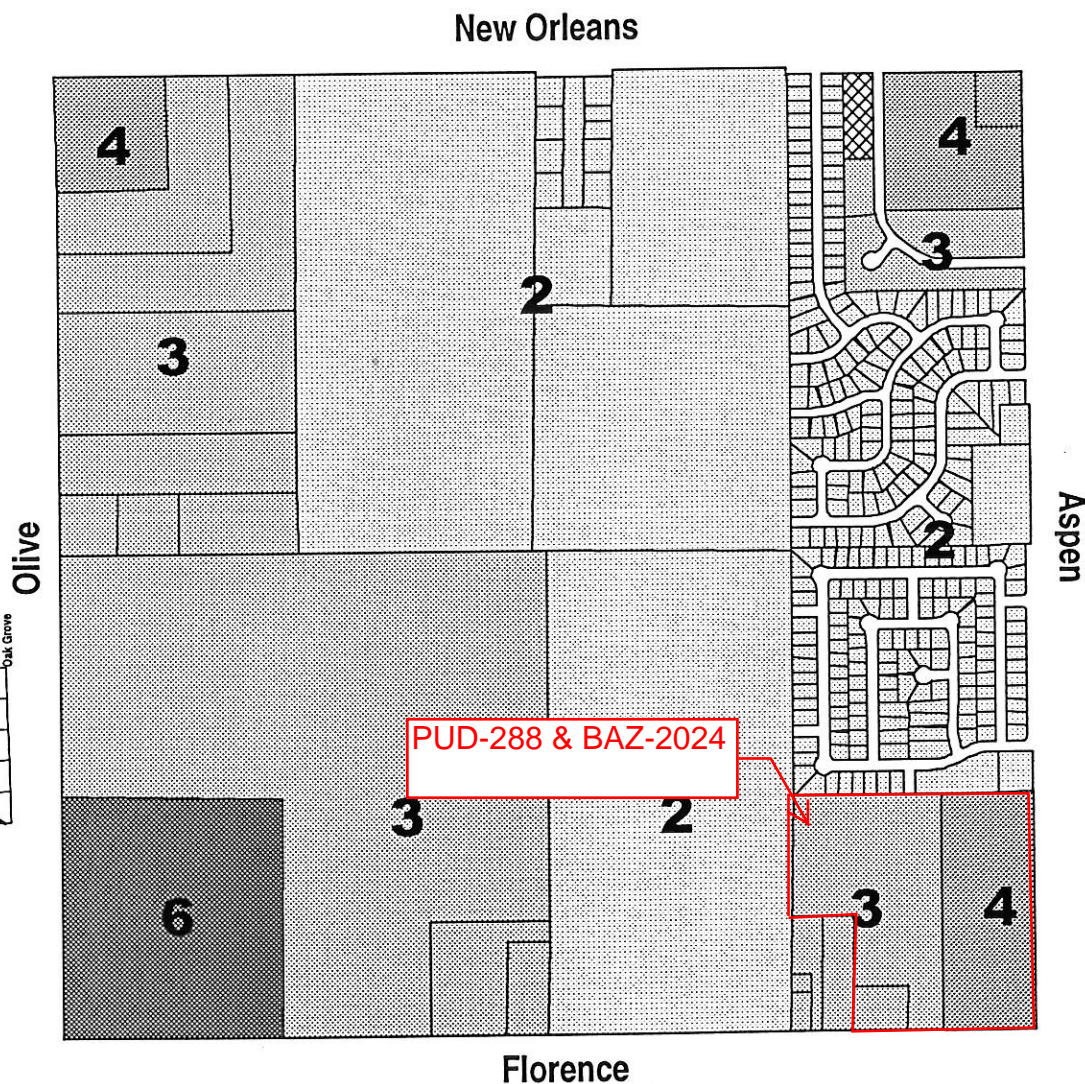
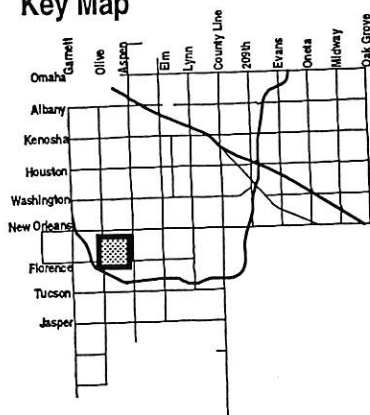
### New Orleans/Aspen/Florence/Olive (Section 28-18-14)

A Level 6 designation is given to the southwest corner consistent with the LUIS model prescribing more intense uses near highway interchanges. Level 4 designations in the northeast corner are given according to existing zoning. Level 4 designations in the southeast corner and the northwest corner are given based on the LUIS model and LUIS designations and to be consistent with designations across Aspen Avenue and Olive Street. Level 3 designations are assigned to tracts in the northeast and southeast corners based on existing zoning and the LUIS model respectively. Level 3 designations are given for remaining tracts in the southwest quarter section and the western half of the northwest quarter section consistent with the LUIS model recommendations to promote more intense development in vicinity of proposed South Loop interchanges. Level 2 designations are assigned to remaining areas in the section.

#### LUIS Classification



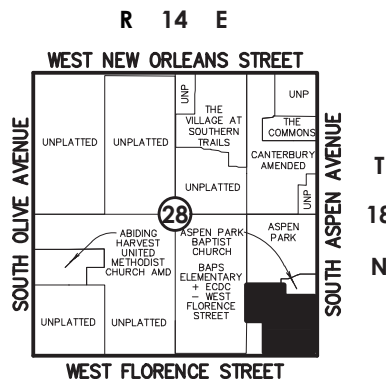
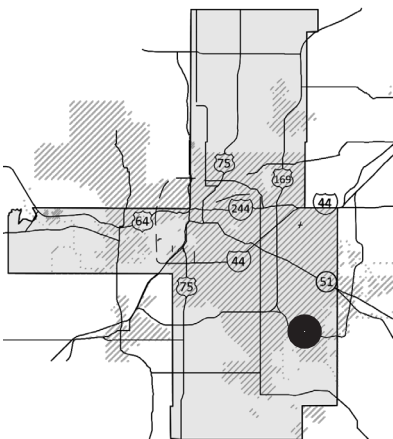
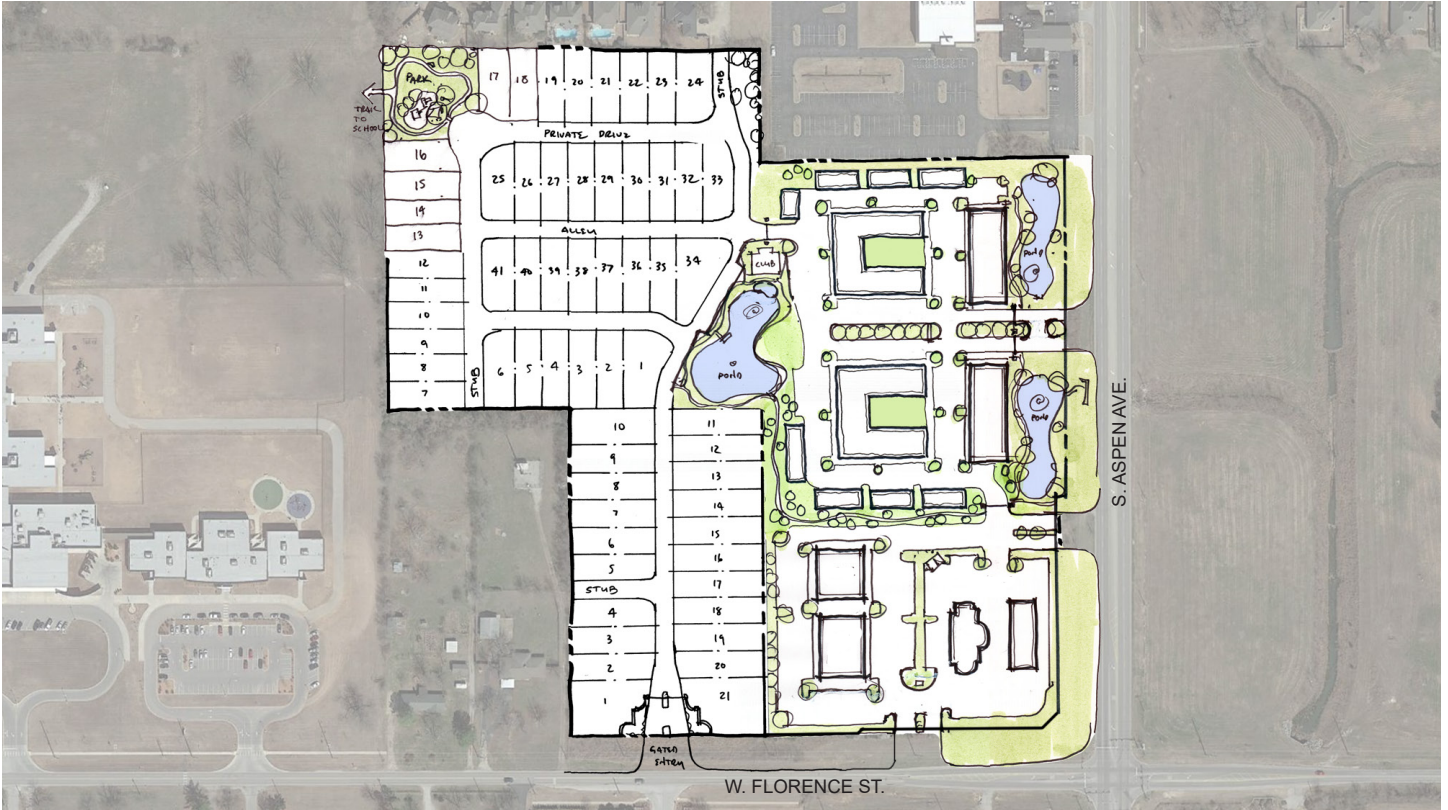
#### Key Map





# VILLAGE @ 1ELEVEN

APPROXIMATELY 28.95 ACRES  
AT THE NORTHWEST CORNER OF  
S. ASPEN AVE. AND W. FLORENCE ST. (145TH & 111TH)  
BROKEN ARROW, OKLAHOMA



Location Map

Scale: 1"= 2000'



MARCH 2019

**APPLICANT / OWNER:**  
PRECISION PROJECT MANAGEMENT  
DANIEL RUHL  
9128 S BRADEN AVE  
SUITE 201  
TULSA, OK 74137  
ASHERHOMES.DR@GMAIL.COM

**CONSULTANT:**  
TANNER CONSULTING LLC  
c/o ERIK ENYART  
5323 S LEWIS AVE  
TULSA, OK 74105  
EENYART@TANNERBAITSHOP.COM

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## **I. PROPERTY DESCRIPTION**

**Village@1Eleven** consists of 28.95 acres, more or less, located on the northwest corner of S. Aspen Ave. and W. Florence St. (S.145<sup>th</sup> E. Ave. & E.111<sup>th</sup> St. S.) in Broken Arrow, OK and is more particularly described as follows:

A TRACT OF LAND THAT IS THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 SW/4 SE/4 SE/4) AND LESS AND EXCEPT THAT PART THAT IS PLATTED AS ASPEN PARK BAPTIST CHURCH.

AND LESS AND EXCEPT THE FOLLOWING FIVE (5) TRACTS:

THE WEST 45.25 FEET OF THE EAST 70 FEET OF THE SOUTH 500 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, LESS AND EXCEPT THE SOUTH 24.75 FEET THEREOF.

AND

THE WEST 35.25 FEET OF THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, LESS AND EXCEPT THE NORTH 208.71 FEET AND THE SOUTH 500 FEET THEREOF.

AND

THE NORTH 45.25 FEET OF THE SOUTH 70 FEET OF THE EAST 500 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, LESS AND EXCEPT THE EAST 70 FEET THEREOF.

AND

THE NORTH 35.25 FEET OF THE SOUTH 60 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4), LESS AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 SW/4 SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, LESS AND EXCEPT THE EAST 500 FEET THEREOF.

AND

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE WEST ALONG THE SOUTH LINE OF SECTION 28 A DISTANCE OF 165.00 FEET; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON THE EAST LINE OF SAID SE/4 A DISTANCE OF 165.00 FEET NORTH OF SAID SOUTHEAST CORNER; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 70 FEET AND THE EAST 70 FEET THEREOF.

SAID TRACT CONTAINS 1,261,062 SQUARE FEET OR 28.95 ACRES.

The above described property will hereinafter be referred to as the “**Site**” or “**Subject Property**”, and has been depicted on Exhibit A, Aerial Photography & Boundary Depiction.

## **II. DEVELOPMENT CONCEPT**

**Village@1Eleven** is a proposed 28.95-acre mixed-use village in a quickly developing portion of South Broken Arrow. The proximity to schools, housing, and highway access all make this site prime for a small, walkable, community with a mix of land uses. Village@1Eleven has been designed to provide a unique mix of housing alternatives to the more common large footprint luxury homes found in the area. Urban flats that do not look or feel like typical ‘apartments’ are at the core of this village development. The form of the flat buildings mimics the feel of a city block/street grid and contains shared open spaces for residents to utilize. As designed, reserve areas will serve as stormwater detention and village amenities. The tree-lined boulevard off South Aspen Avenue directs the views of an entering resident or visitor west, directly to the park/detention ponds and clubhouse. The flat housing steps down in form and intensity to single-family housing to the west as one gets closer to the elementary and early childhood center. The residents of the flats and single-family areas may have shared use of a clubhouse with pool, playground and walking trail. Village@1Eleven acknowledges the national downward trend in home sizes over the past few years and therefore provides smaller lots allowing a more compact housing footprint with less exterior maintenance for homeowners. Multi-generational housing, another national need, is addressed by allowing an accessory dwelling garden cottage with a kitchen to be added to each single-family lot. In an effort

to preserve the streetscape as a pedestrian space over an automobile dominated space, several of the lots are designed to have an alley loaded detached garage/accessory building. This would allow for a reduced front yard setback and therefore provide a stronger sense of place by placing porches closer to the street. On the non-alley loaded single-family homes, the garage façade would be set back farther from the front property line than the façade of the rest of the house in order to make the focus on the home's entries and not on the garages. Village@1Eleven also acknowledges that many locally homebuyers still prefer the idea of living in a gated community and this development maintains elements of security and privacy while still maintaining connectivity to the larger Broken Arrow community. The commercial portion of the site could provide restaurant/retail and office opportunities that would enhance this corner as a commercial node. As currently envisioned, the flats, single-family, office, and commercial areas of the site blend seamlessly together through their architectural styles, the pedestrian circulation system, and the landscape style. Although subject to change, the initial design is reflected on Exhibit B "Conceptual Site Plan." As outlined in the Broken Arrow Zoning Ordinance, a PUD is to be utilized for one or more of the following purposes which we believe this PUD meets:

- ✓ To permit and encourage innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties;
- ✓ To permit greater flexibility within the development to best utilize the physical features of the particular site;
- ✓ To encourage the provision and preservation of meaningful open space;
- ✓ To encourage integrated and unified design and function of the various uses comprising the planned unit development; and
- ✓ To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

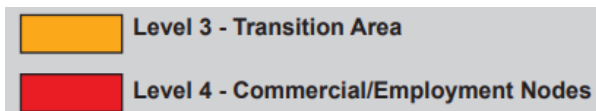
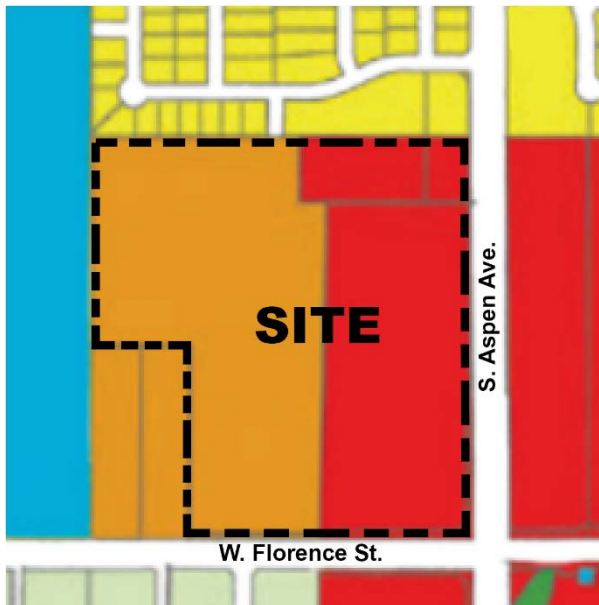
***The Village@1Eleven desires to be something different and unique in Broken Arrow. It utilizes elements of new urbanism and traditional neighborhood planning along with the PUD zoning tool to accomplish this task.***

To facilitate this PUD, a companion application is being filed to rezone the single-family portion of the site to site to RS-4 Residential Single-Family and the flat housing and commercial portions to CM, Community Mixed-Use. Although the Planning and Zoning Regulations would permit over 80 lots (per the 7,875 square foot minimum gross land area per dwelling unit in RS-4), this PUD would restrict the residential development area to 75 lots.

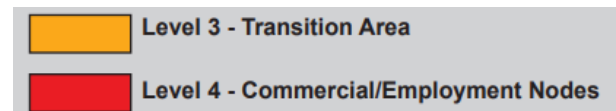


The eastern portion of this site in which we are seeking a CM rezoning is currently a Level 4-Commercial/Employment node LUIS classification on the Broken Arrow Comprehensive Plan, 2012 Update and in the proposed 2018 plan. Level 4 allows for CM (Community Mixed-Use) Zoning Districts. Both documents list the western part of our site as a Level 3-Transitional Area which allows for RS-4 housing.

**2012 Broken Arrow Comprehensive Plan Update**



**2018 DRAFT Broken Arrow Comprehensive Plan**



## 2018 DRAFT Broken Arrow Comprehensive Plan

Table 4-1: Land Use Intensity System Zoning Districts Table

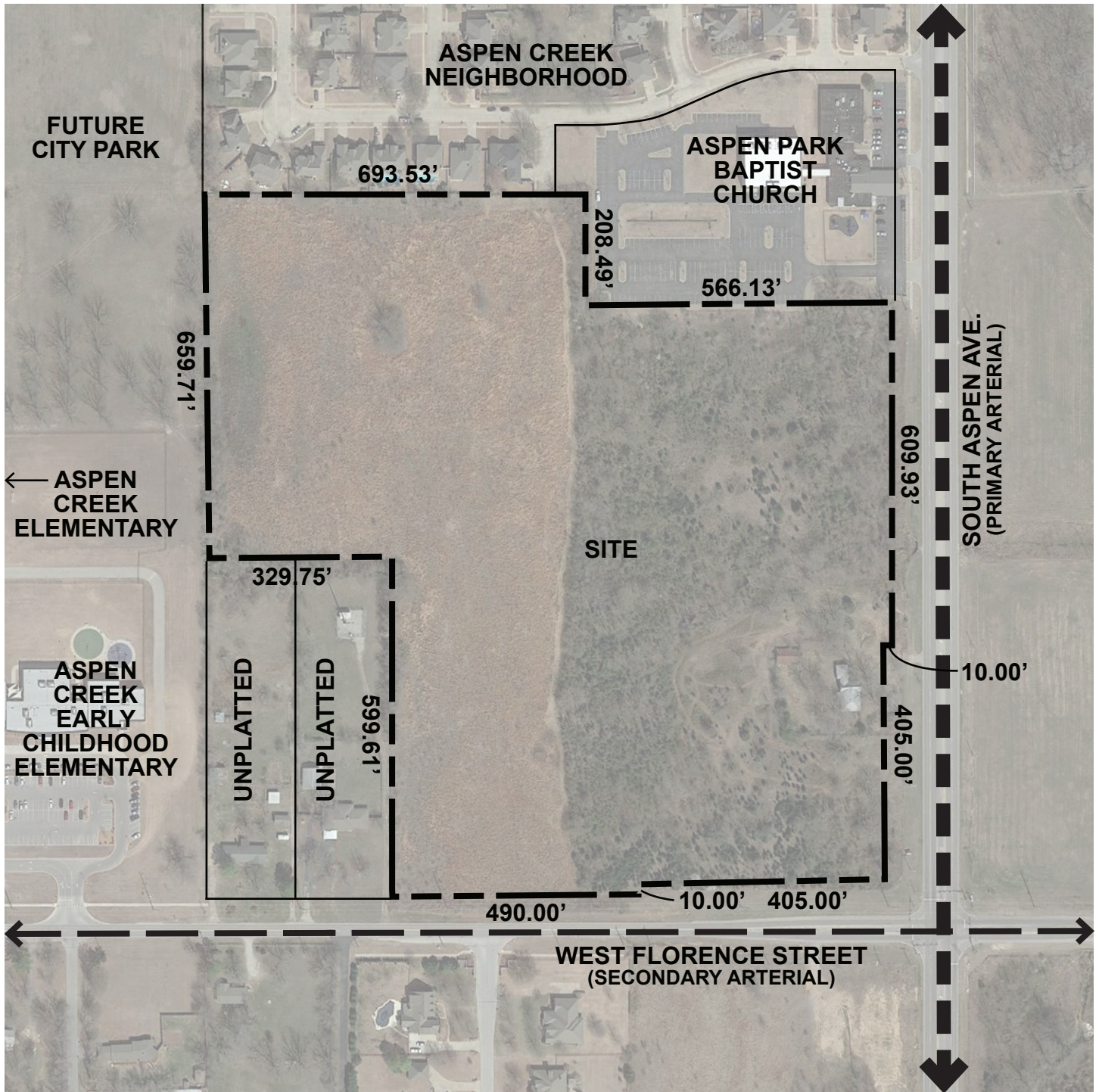
Zoning Districts	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A-1: Agricultural District	Allowed						
RE: Residential Estate District	Allowed						
RS-1: SF Residential District	Allowed						
R-2: SF Residential District	Possible	Allowed	Possible				
RS-2: SF Residential District	Possible	Allowed	Possible				
RS-3: SF Residential District	Possible	Allowed	Possible				
RS-4: SF Residential District		Allowed	Allowed				
RD: Residential Duplex District		Possible	Allowed				
RM: Residential MF District			Allowed	Possible	Possible		
RMH: Residential Mobile Home District			Allowed				
NM: Neighborhood Mixed Use District			Allowed	Allowed			
CM: Community Mixed-Use District			Possible	Allowed			
DM: Downtown Mixed-Use Core District					Allowed		
DF: Downtown Fringe District					Allowed		
ON: Office Neighborhood District		Possible	Allowed	Allowed	Possible		
CN: Commercial Neighborhood District				Allowed	Possible	Allowed	
CG: Commercial General District				Allowed	Possible	Allowed	
CH: Commercial Heavy District						Allowed	Possible
IL: Industrial Light District						Possible	Allowed
IH: Industrial Heavy District							Allowed

After working closely with city staff, it was determined that the PUD would be the correct zoning tool to help create a development flexible enough to allow for creativity but strict enough to make sure the development will be harmonious with the surrounding land uses and character of Broken Arrow. The property location, dimensions, and surrounding land uses are shown on Exhibit A, “Aerial Photography & Boundary Depiction.” A conceptual site plan depicting the desired layout of the development is provided on Exhibit B “Conceptual Site Plan.” Exhibit C, “Development Areas” shows the two development areas which are referred to on page 10, DEVELOPMENT STANDARDS. The PUD shall be developed in accordance with the use and development regulations of the Broken Arrow Zoning Ordinance, except as otherwise specified herein.

# VILLAGE @ 1ELEVEN

## EXHIBIT A

AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION  
WITH ADJACENT DEVELOPMENTS LABELED



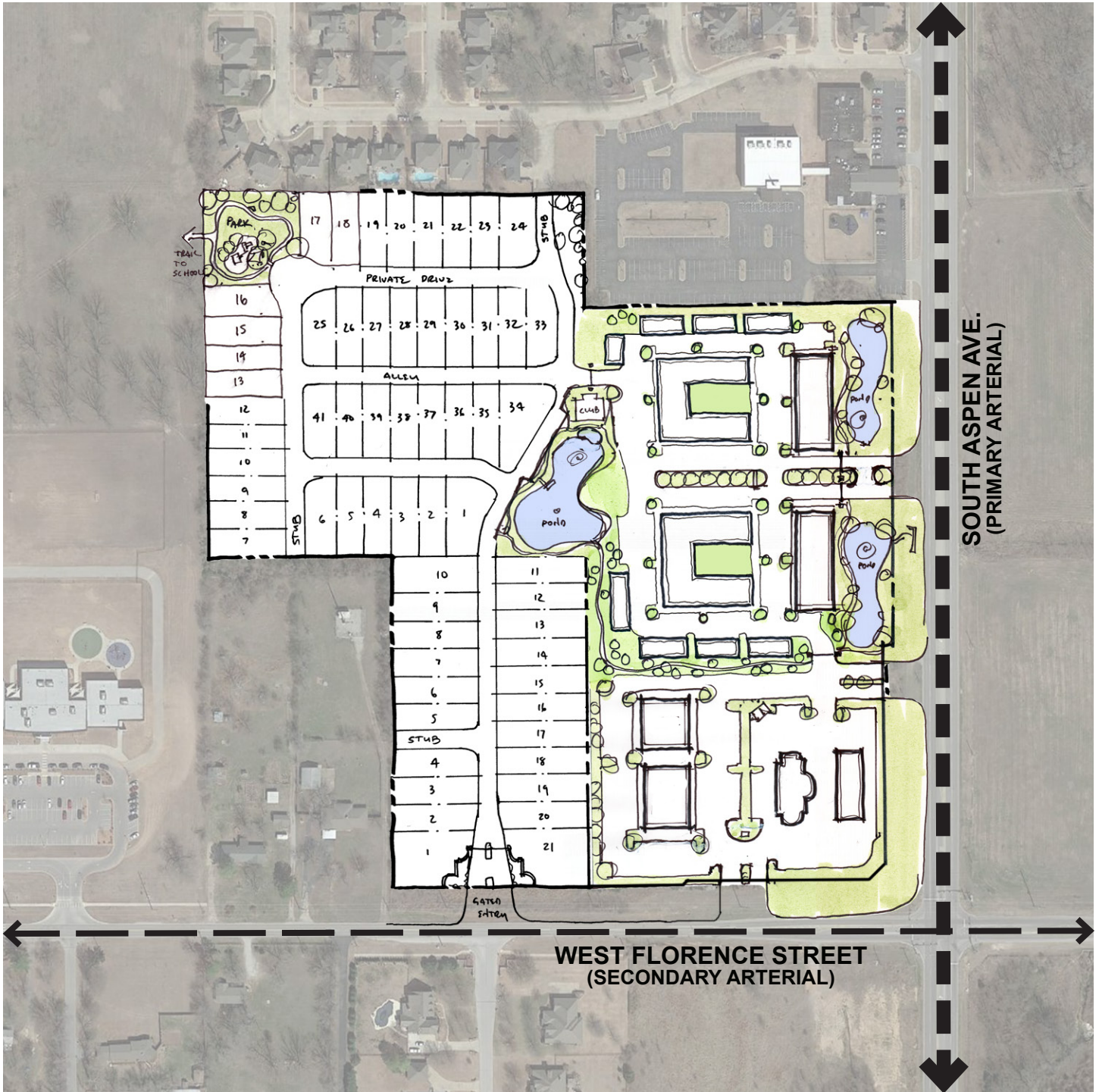


# VILLAGE @ 1ELEVEN

## EXHIBIT B

### CONCEPTUAL SITE PLAN

SITE LAYOUT IS SUBJECT TO CHANGE - SHOWN AS EXISTED ON 02/26/19

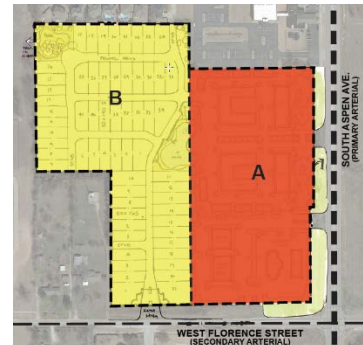


### III. DEVELOPMENT STANDARDS

Village@1Eleven shall be developed in accordance with the use and development regulations Broken Arrow Zoning Ordinance, except as noted herein:

DEVELOPMENT AREA 'A'		
<b>Development Area 'A' Land Area (approx.):</b>	584,820 SF	13.43 AC
<b>Permitted Uses:</b> Uses permitted as a matter of right in CM Mixed-Use zoning district in the Broken Arrow Zoning Ordinance including, but not necessarily limited to: multi-family dwellings, restaurant without drive-thru, general retail, office, convenience store with gas sales, and uses customarily accessory to permitted uses.		
<b>Lot Area:</b>	Min: 3 AC (Commercial and office: minimum of 1 AC subject to lot split approval)	
<b>Minimum Lot Frontage:</b>	Min. 35% building width to lot width ratio on principal street frontage	
<b>Min. Building Coverage:</b>	20% (To be built out in phases over time)	
<b>Maximum Building Height:</b>	35 FT *	
<b>Maximum Setbacks:</b>	None	
<b>Minimum Setbacks:</b>		
North:	10 FT	
East:	0 FT	
South:	0 FT	
West:	10 FT	

\* Architectural features such as chimneys and cupolas may extend beyond 35' to a maximum height of 45'.



## **DEVELOPMENT AREA 'A' continued**

**STREETS:** Streets within this PUD development area may be public or private and shall be constructed to Broken Arrow standards. Private streets may have reduced right-of-way widths. Divided, boulevard-style entrances may be constructed, provided any median landscaping and other entry features shall be maintained by the mandatory property owners' association. Any gates constructed shall comply with the Broken Arrow Zoning Ordinance and International Fire Code.

**SIGNS:** Signs shall comply with the Broken Arrow Zoning Ordinance. Entrance signs serving Development Area B may be located within Development Area A and shall be limited to eight (8) feet in height and 32 square feet in display surface area as provided in Broken Arrow Zoning Ordinance Section 5.7.E.3.

**FENCING:** Fencing shall meet the requirements set forth in Section 5 of the Broken Arrow Zoning Ordinance.

**LANDSCAPING:** Village@1Eleven shall be developed in accordance with the use and development regulations Broken Arrow Zoning Ordinance. No building setback is currently required between CM, Community Mixed and residential zoning districts or other uses. We have voluntarily added a 10' setback to the north and west boundaries of Development A.

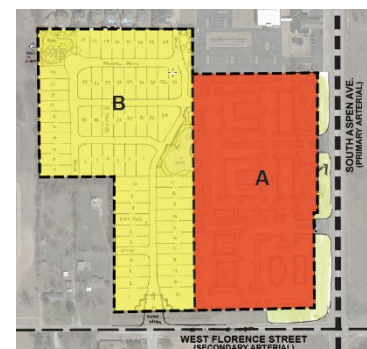
**PARKS AND OPEN SPACE:** A shared park and clubhouse is to be located and shared between Development Areas A and B.

**SIDEWALKS:** 5' wide sidewalks to be installed along S. Aspen Ave. and W. Florence St. as required by the Broken Arrow Zoning Ordinance. Additional pedestrian connections will be provided to connect Development Areas A and B.

**PARKING:** Off-Street parking shall meet the requirements of the Broken Arrow Zoning Ordinance.



DEVELOPMENT AREA 'B'		
Development Area 'B' Land Area (approx.):	676,242 SF	15.52 AC
<b>Permitted Uses:</b> Uses permitted as a matter of right in the RS-4 use zoning district in the Broken Arrow Zoning Ordinance including, but not necessarily limited to: single-family detached housing and uses customarily accessory to permitted uses.		
Maximum Number of Lots:	75	
Minimum Lot Frontage:	50 FT *	
Minimum Lot Size:	6,500 SF	
Minimum Land Area Per Dwelling Unit:	7,875 SF	
Minimum Livability Open Space per Dwelling Unit:	2,800 SF**	
Max Lot Coverage:	Interior Lot: 60%, Corner Lot: 70%	
Maximum Building Height:	35 FT or 2.5 stories ***	
Off-street Parking:	Minimum two (2) enclosed off-street parking spaces required per dwelling unit	
Minimum Yard Setbacks:		
Front Yard:	15 FT for building façade, 20 FT for garage	
Rear Yard:	20 FT for primary residence, 17.5 FT for detached garage accessory buildings (non-alley loaded), and 20 FT for detached garage accessory buildings (alley-loaded)	
Side Yard:	5 FT & 5 FT for primary residence, 5 FT for detached garage accessory buildings	



## DEVELOPMENT AREA 'B' continued

- \* *The frontage of any wedge-shaped lot that meets the requirements of minimum lot size may be less than the minimum lot frontage requirements of this table, so long as the applicable minimum lot frontage requirement is met at the front building line. Lot must have at least 30 feet of frontage at the front property line (per Table 4.1-2, Broken Arrow Zoning Ordinance)*
- \*\* *Livability space may be located on a lot or contained within common open space of the development, as per Section 4.1.E.1.d of the Broken Arrow Zoning Ordinance.*
- \*\*\* *Architectural features such as chimneys and cupolas may extend beyond 35' to a maximum height of 45'.*

**STREETS:** Streets within this PUD development area may be private and shall be constructed to Broken Arrow standards for minor residential streets. Private streets may have reduced right-of-way widths. Divided, boulevard-style entrances may be constructed, provided any median landscaping and other entry features shall be maintained by the mandatory property owners' association. Gate requirements will meet the Broken Arrow Zoning Ordinance and International Fire Code.

**ACCESSORY DWELLING UNITS:** Each residential lot shall be permitted one (1) accessory dwelling unit (ADU; a.k.a. garden cottage, garage apartment, or mother-in-law suite) with a full kitchen. Whether attached to the principal dwelling or constructed within an accessory building, buildings containing ADUs shall comply with all setback and other bulk and area regulations of the Broken Arrow Zoning Ordinance and this PUD. ADUs shall comply with all Building Codes and ADU requirements of the City of Broken Arrow.

**ACCESSORY BUILDINGS:** Detached garages or other accessory buildings are permitted and shall comply with all setback and other bulk and area regulations of the Broken Arrow Zoning Ordinance and this PUD. Private restrictions may be imposed by restrictive covenants or other private deed restrictions filed of record by separate instrument.

**SIGNS:** Subdivision entrance signs shall be a max of 8 FT tall and 32 SF (per side if double sided). Signs to be permitted at each entrance and/or street frontage and shall comply with the regulations for signage of the Broken Arrow Zoning Ordinance. Signage serving residential neighborhood amenities shall be permitted within reserve areas containing neighborhood amenities and shall be a max of 8 FT tall and 32 SF (per side if double-sided). Signage shall otherwise comply with the Broken Arrow Zoning Ordinance.

**FENCING:** Fencing shall meet the requirements set forth in Section 5 of the Broken Arrow Zoning Ordinance.

**PARKS AND OPEN SPACE:** Development Area B to provide a pocket park with trail connection to boundary of new city park. A shared park and clubhouse is to be located and shared between Development Areas A and B.

**SIDEWALKS:** 5' wide sidewalks to be installed along S. Aspen Ave. and W. Florence St. as required by the Broken Arrow Zoning Ordinance. Additional pedestrian connections will be provided to connect Development Areas A and B.



#### **IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS**

**A. ACCESS AND CIRCULATION:** Village@1Eleven is conceptually planned with two (2) primary points of access off West Florence Street and two (2) primary points of access off South Aspen Ave. Streets may be public or private and shall be constructed to Broken Arrow standards. Private streets may have reduced right-of-way widths. One (1) secondary fire access will connect to the neighborhood to the north and may be gated. The Exhibit B “Conceptual Site Plan” reflects points of access and the conceptual layout for internal streets and pedestrian walking trails.

Limits of No Access (LNA) will be imposed by the future plat along the South Aspen Ave and West Florence Street, except at the approved street intersections.

**B. DRAINAGE AND UTILITIES:** Conceptual drainage design is shown on Exhibit B “Conceptual Site Plan,” including onsite stormwater detention ponds located within reserve areas maintained by the mandatory property owners’ association. These ponds/water features will be an aesthetic addition to the property and the S. Aspen streetscape. Stormwater drainage and detention plans will be prepared and submitted to Broken Arrow for review and approval during the engineering process.

Public water is available to the site. Exact connection points and layout to be determined during the engineering process and to be subject to City of Broken Arrow review.

Public sanitary sewer is available to the site. Exact connection points and layout to be determined during the engineering process and to be subject to City of Broken Arrow review.

Electric and communications services are available onsite or by extension. Natural gas is available by ONG.

Existing and proposed utilities are shown on Exhibit D of this PUD.

**C. ENVIRONMENTAL ANALYSIS AND TOPOGRAPHY:** The site is fairly flat but slopes to the east and drains to the drainage structure under S. Aspen Ave.

The USDA Soil Survey of Broken Arrow, Oklahoma was used to help identify soils types and possible constraints to development. Existing soils on the subject property primarily consist of Okay Loam (0%-1% slopes), Okay Loam (1%-3%), Okay Loam (3%-5%), and Tullahassee Fine Sandy Loam (0%-1% slopes). Development constraints associated with

these soils will be addressed in the engineering design phase of the project and, if required, a geotechnical report will be performed to recommend paving sections and subgrade design. Soils and topography are shown on Exhibit E “Existing Topography & Soils” of this PUD.

As represented on Exhibit F “FEMA Floodplain Map,” the entire site is located within Unshaded Zone X – outside of the 500-year (0.2% Annual Chance) Floodplain.

**D. ZONING AND LAND USE:** This property is currently zoned A-1 Agriculture District and is currently vacant. It has been used agriculturally.

To facilitate this PUD, a companion application is being filed to rezone the site to RS-4, Residential Single-Family and CM, Community Mixed-Use. Existing zoning is shown on Exhibit G, and proposed zoning is shown on Exhibit H. Site and surrounding area land uses are depicted on Exhibit A “Aerial Photography & Boundary Depiction.”

**E. PLATTING AND SITE PLAN REQUIREMENTS:** No building permit shall be issued within Village@1Eleven until a subdivision plat has been submitted to and approved by the Broken Arrow Planning Commission and Broken Arrow City Council and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved PUD and the City of Broken Arrow shall be a beneficiary thereof. The plat will also serve as the site plan for all residential lots contained within the plat. Nonresidential buildings within Development Area A and any neighborhood amenities requiring a building permit shall submit and receive Broken Arrow city staff approval of a site plan application.

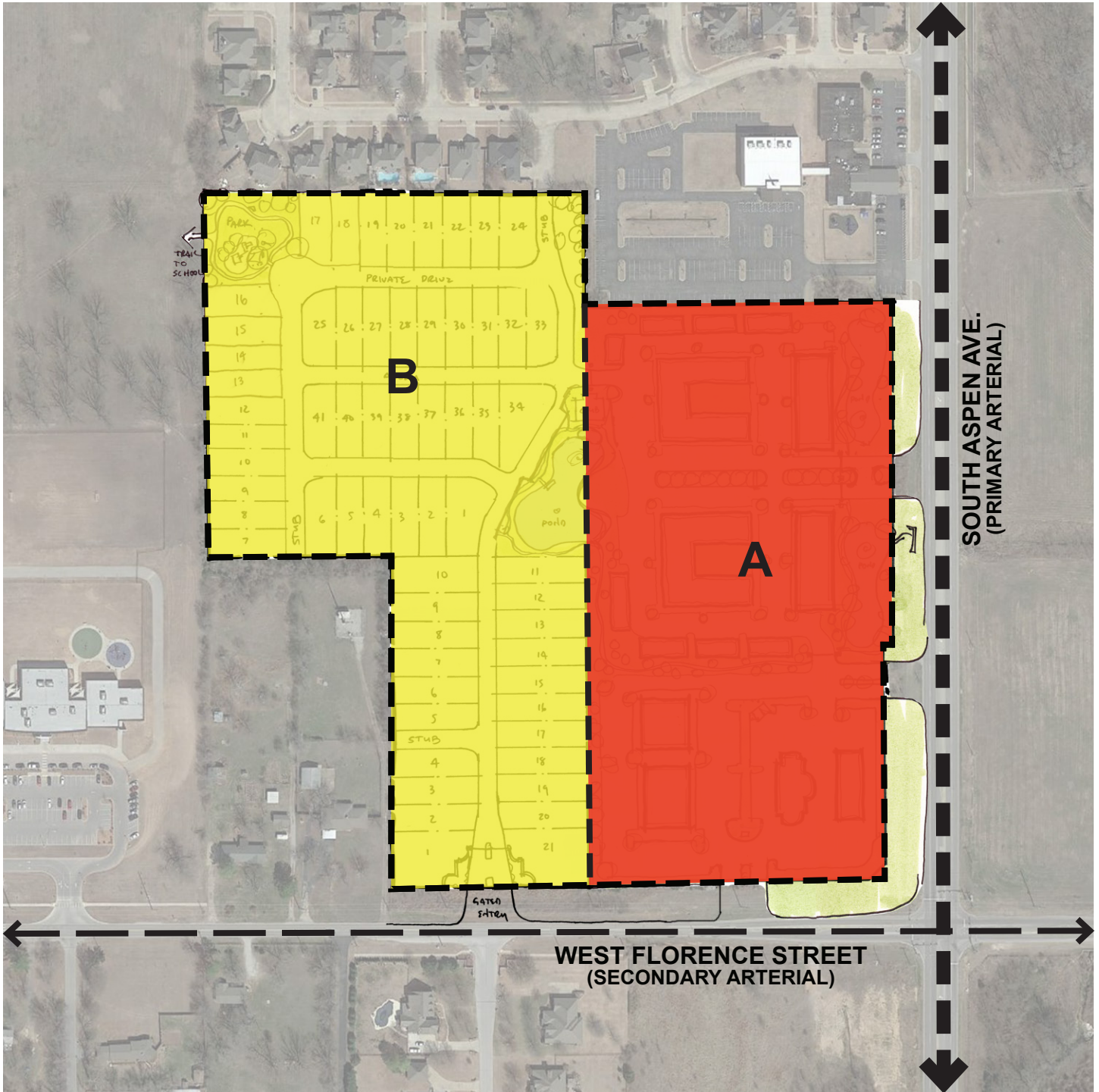
**F. PHASE DEVELOPMENT:** Based on market demand, Village@1Eleven will be developed in phases. Coordination with Broken Arrow will be maintained in order to provide adequate traffic circulation and utility service.

# VILLAGE @ 1ELEVEN

## EXHIBIT C

### DEVELOPMENT AREAS

SITE LAYOUT IS SUBJECT TO CHANGE - SHOWN AS EXISTED ON 03/04/19



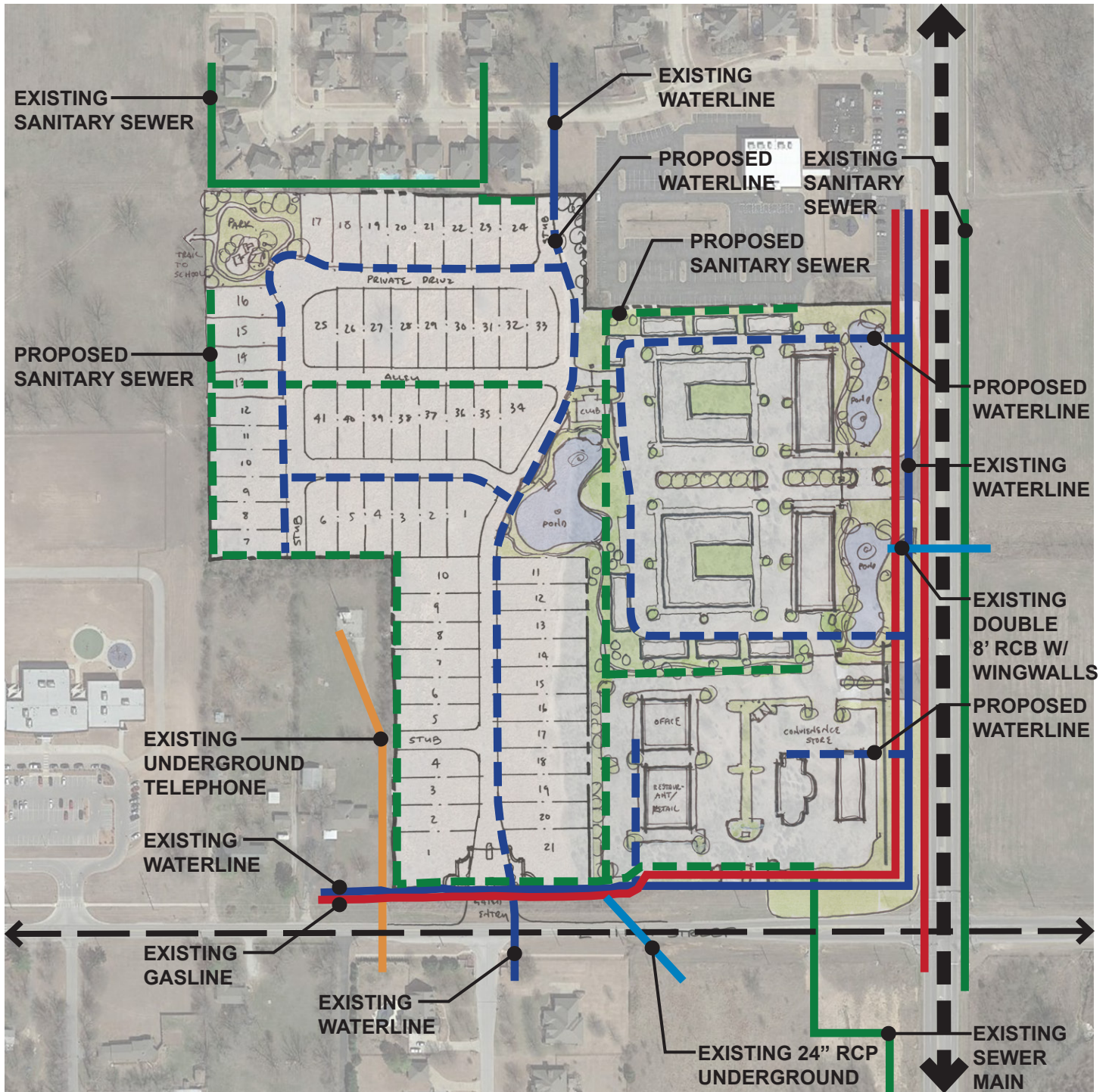


# VILLAGE @ 1ELEVEN

## EXHIBIT D

### EXISTING AND PROPOSED UTILITIES

EXISTING UTILITIES IN PART LOCATED FROM CITY OF BROKEN ARROW ATLASES

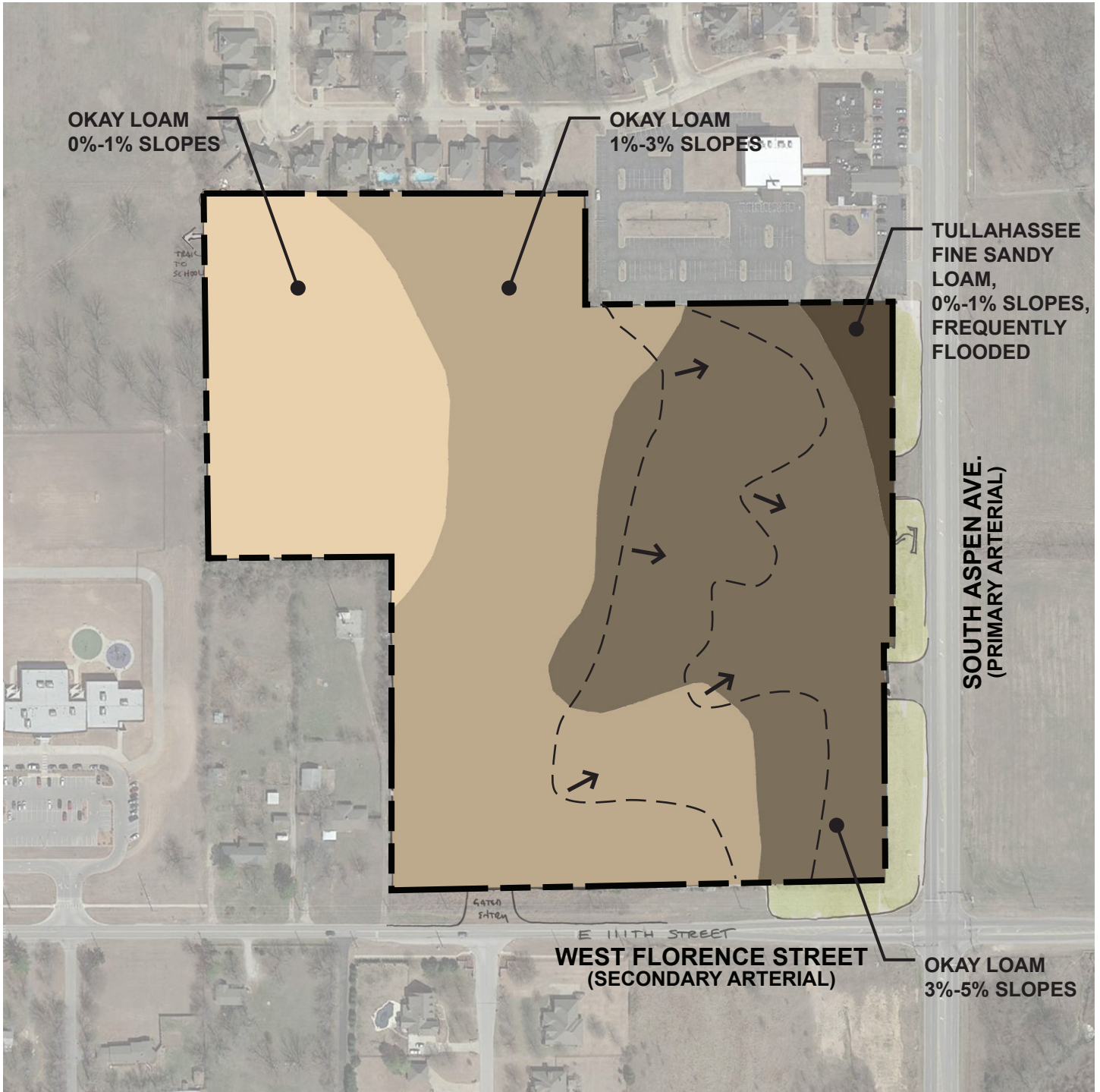


# VILLAGE @ 1ELEVEN

## EXHIBIT E

### EXISTING TOPOGRAPHY & SOILS

SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED 02/26/2019





# VILLAGE @ 1ELEVEN

## EXHIBIT F

### FEMA FLOODPLAIN MAP

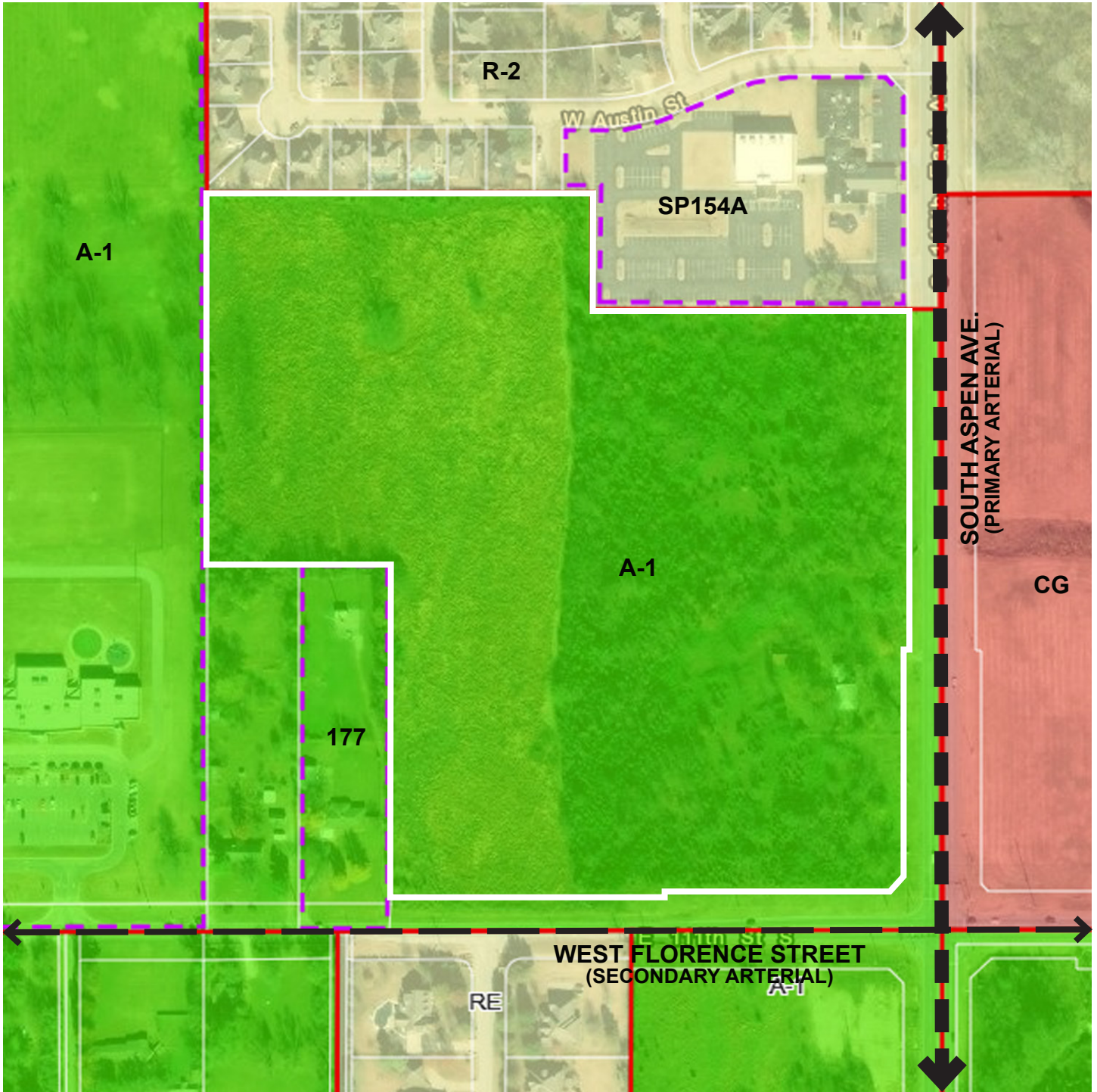
FEMA FLOOD INSURANCE RATE MAP PANEL NO. 40143C0389L, EFFECTIVE 10/16/2012





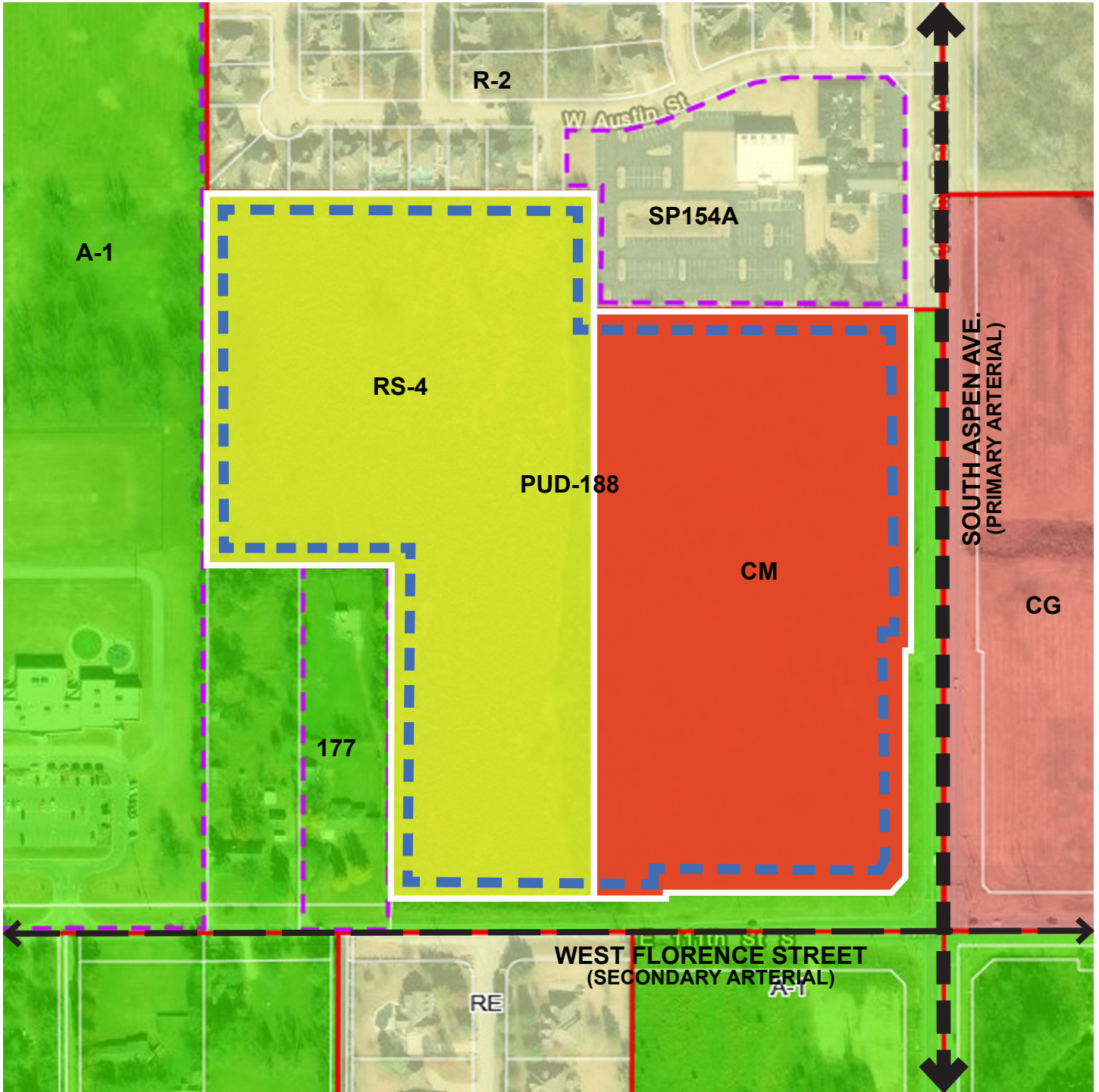
# VILLAGE @ 1ELEVEN

## EXHIBIT G EXISTING ZONING MAP



# VILLAGE @ 1ELEVEN

## EXHIBIT H PROPOSED ZONING MAP





# VILLAGE @ 1ELEVEN

## EXHIBIT I

CONCEPTUAL BUILDING PLANS  
SUBJECT TO CHANGE



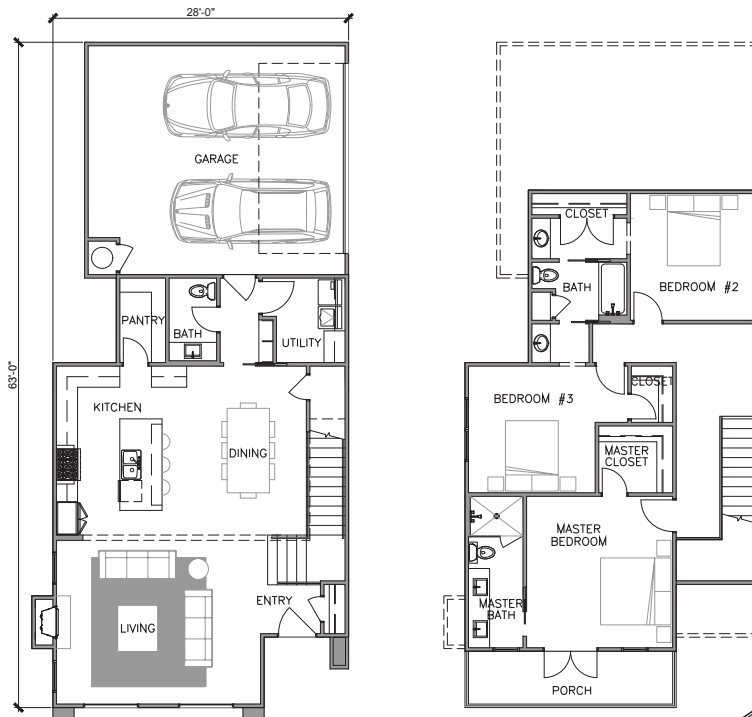
VILLAGE@1ELEVEN FLATS



# VILLAGE @ 1ELEVEN

## EXHIBIT J

### CONCEPTUAL BUILDING PLANS SUBJECT TO CHANGE



VILLAGE @  
1ELEVEN SINGLE  
FAMILY HOUSING  
CONCEPTS



• 3 BEDROOM • 2.5 BATH • TOTAL: 2,062 SF •



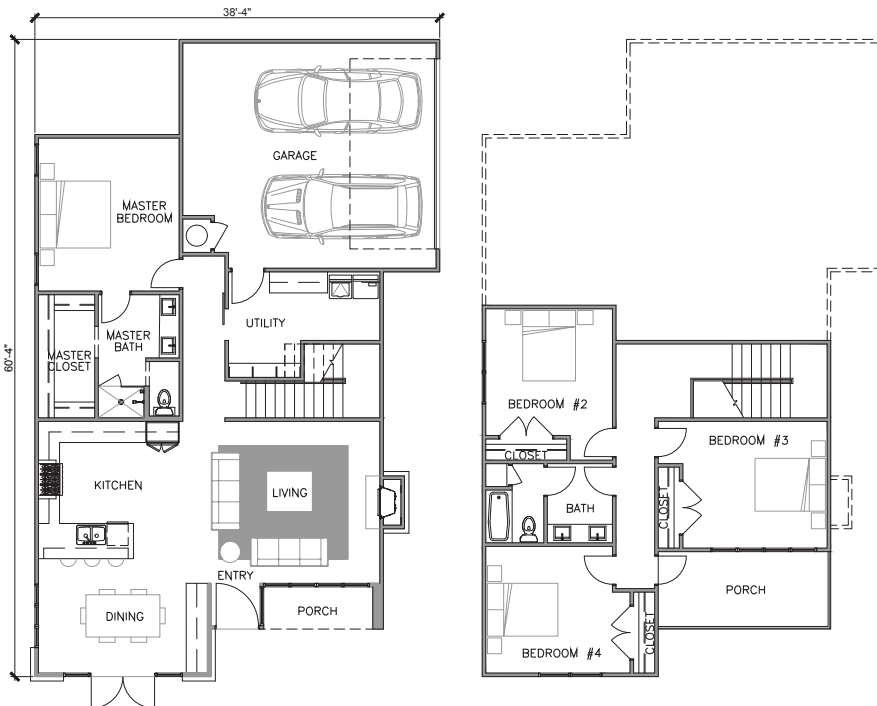
ADDISON CREEK VILLAS: BRIGHTON



# VILLAGE @ 1ELEVEN

## EXHIBIT K

### CONCEPTUAL BUILDING PLANS SUBJECT TO CHANGE



VILLAGE @  
1ELEVEN SINGLE  
FAMILY HOUSING  
CONCEPTS



• 4 BEDROOM • 2 BATH • TOTAL: 2,173 SF •



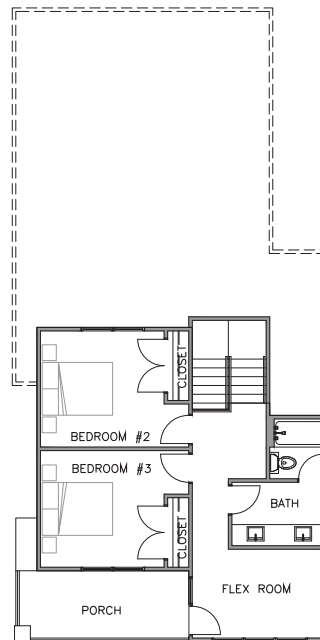
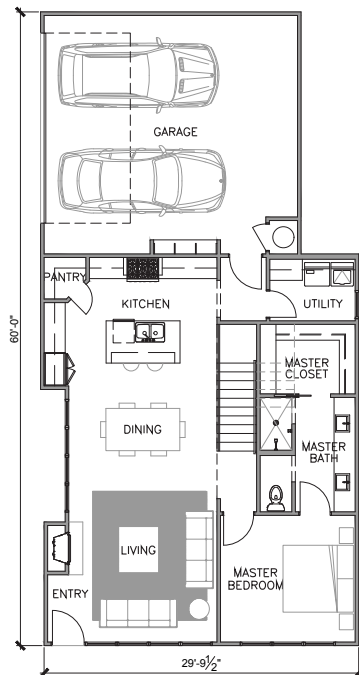
ADDISON CREEK VILLAS: OXFORD



# VILLAGE @ 1ELEVEN

## EXHIBIT L

### CONCEPTUAL BUILDING PLANS SUBJECT TO CHANGE



VILLAGE @  
1ELEVEN SINGLE  
FAMILY HOUSING  
CONCEPTS



3 BEDROOM/1 FLEX • 2 BATH • TOTAL: 1,712 SF

ADDISON CREEK VILLAS: SOMERSET

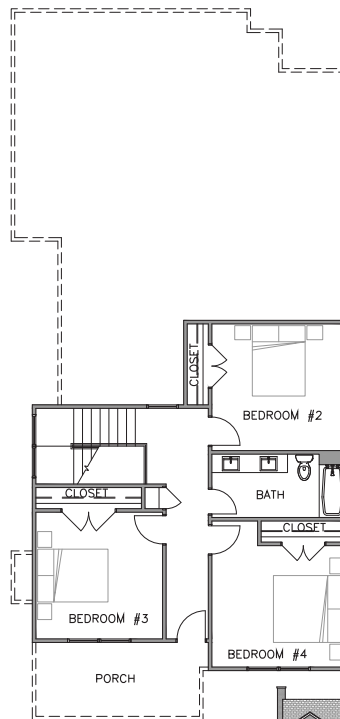
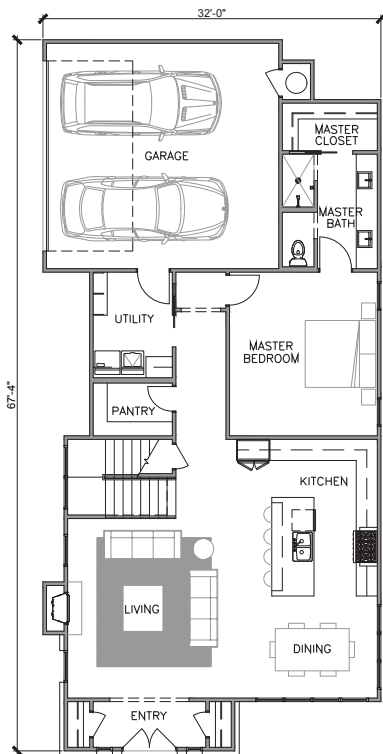




# VILLAGE @ 1ELEVEN

## EXHIBIT M

### CONCEPTUAL BUILDING PLANS SUBJECT TO CHANGE



VILLAGE @  
1ELEVEN SINGLE  
FAMILY HOUSING  
CONCEPTS



• 4 BEDROOM • 2 BATH • TOTAL: 2,182 SF •

ADDISON CREEK VILLAS: YORK





# City of Broken Arrow

## Request for Action

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**File #:** 19-416, **Version:** 1

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**Broken Arrow Planning Commission**  
**04-11-2019**

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:**

Presentation, Review, and Discussion of the NEXT Comprehensive Plan, its process and upcoming schedule.

**Background:**

Presentation by Special Projects Manager Farhad Daroga for the NEXT Comprehensive Plan, its process and upcoming schedule.

**Attachments:** None

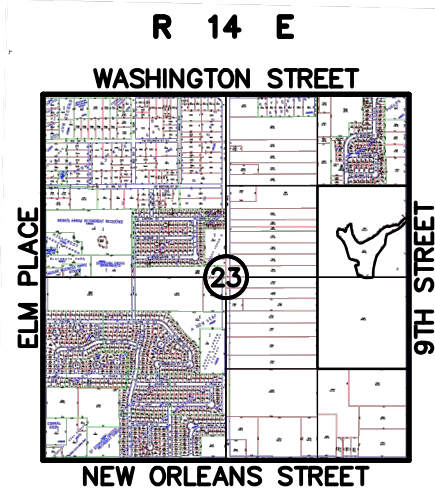
**Recommendation:** No action required

**Reviewed by:** Larry Curtis

**Approved by:** Michael Skates

LRC

ExhibitPresentTotalTract-25243



**Location Map**  
SCALE: 1"=2000'

T  
18  
N

### Legal Description Combined Tract

A tract of land located in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section Twenty-three (23) of Township Eighteen (18) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey thereof, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of the SE/4 of the NE/4 of Sec. 23, T-18-N, R-14-E, I.B.&M.; Thence N 01°14'40" W along the east line of said SE/4 NE/4 a distance of 1321.01 feet to the NE corner of said SE/4 NE/4; Thence S 88°37'29" W a distance of 1320.80 feet to the NW corner of said SE/4 NE/4; Thence S 01°17'52" E along the west line of said SE/4 NE/4 a distance of 516.54 feet to the Point of Beginning; Thence N 88°42'09" E a distance of 195.99 feet; Thence S 69°01'43" E a distance of 129.97 feet to the SW corner of Lot 35 of Block 1 of the residential subdivision WASHINGTON LANE VII, according to the recorded plat, thereof; Thence N 43°29'09" E along the boundary of said Lot 35 (until otherwise noted) a distance of 156.29 feet; Thence along a curve to the left having a radius of 50.00 feet, a central angle of 38°05'31", a chord bearing of S 65°33'36" E, a chord length of 32.63 feet for a distance of 33.24 feet; Thence S 06°08'35" E a distance of 64.24 feet; Thence S 38°33'40" W a distance of 89.40 feet; Thence S 69°01'43" E (leaving the boundary of said Lot 35) along the boundary of said WASHINGTON LANE VII a distance of 15.77 feet; Thence S 39°15'35" W a distance of 5.36 feet; Thence S 02°23'43" W a distance of 31.94 feet; Thence S 36°33'55" W a distance of 20.76 feet; Thence N 51°28'47" W a distance of 42.66 feet; Thence N 80°53'47" W a distance of 46.27 feet; Thence S 81°05'50" W a distance of 22.38 feet; Thence S 23°39'20" W a distance of 33.88 feet; Thence S 08°18'23" E a distance of 63.91 feet; Thence S 23°07'55" W a distance of 104.49 feet; Thence S 88°42'09" W a distance of 250.03 feet to the west line of said SE/4 NE/4; Thence N 01°17'49" W a distance of 300.03 feet to the Point of Beginning, and containing 2.328 acres, more or less.

9th Street




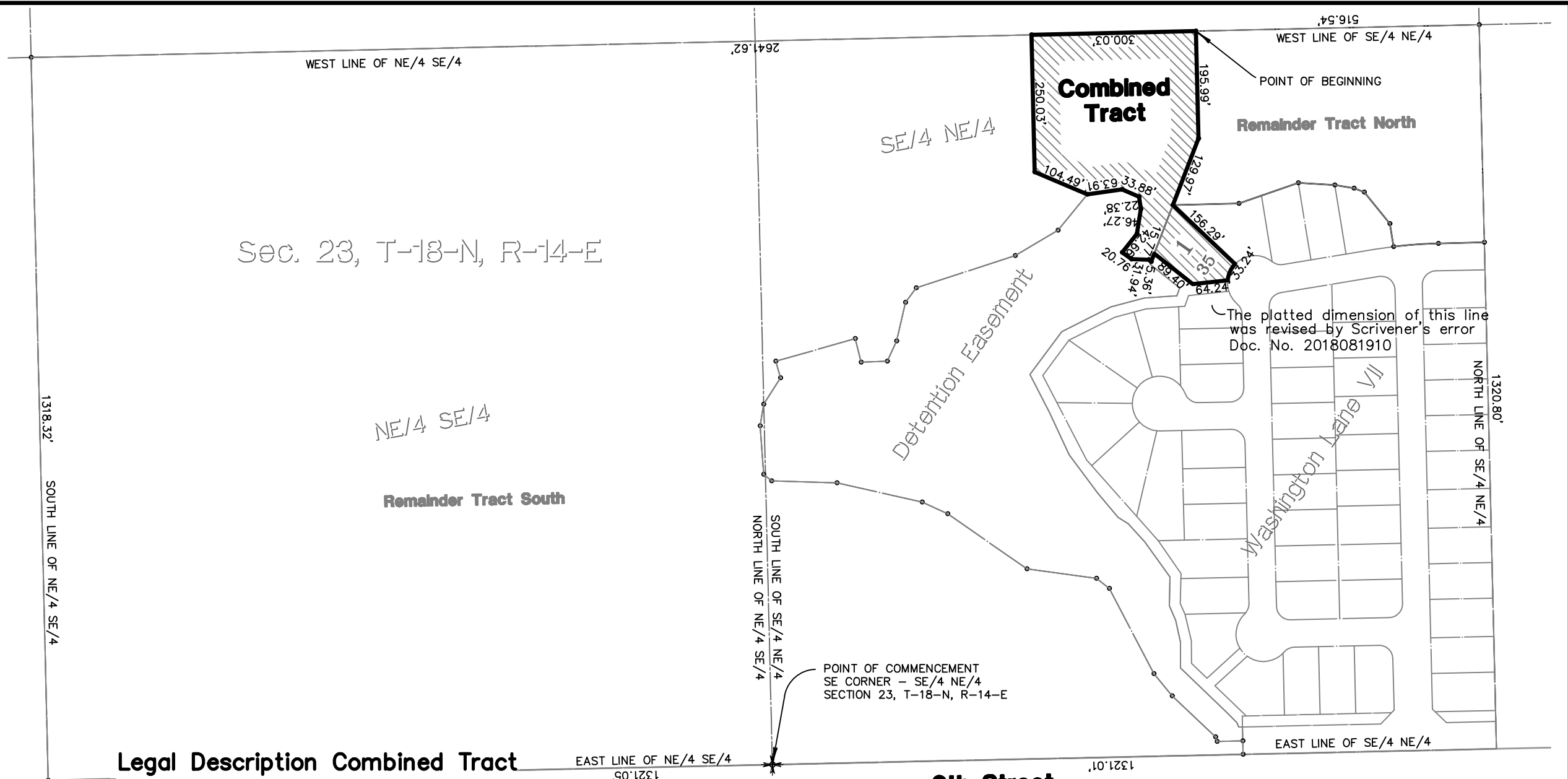
Scale: 1"=200'



## Combined Tract Legal Description Exhibit Sec. 23, T-18-N, R-14-E Tulsa County, Oklahoma

WITNESS MY HAND AND SEAL THIS 26TH DAY OF FEBRUARY, 2019.

BY:   
KEVIN M. NEWLUN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1289

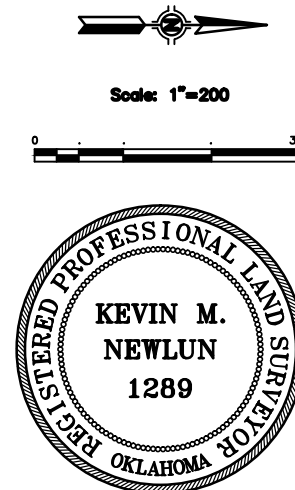




ExhibitPresentTotalTract-25243

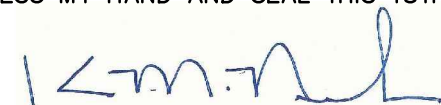


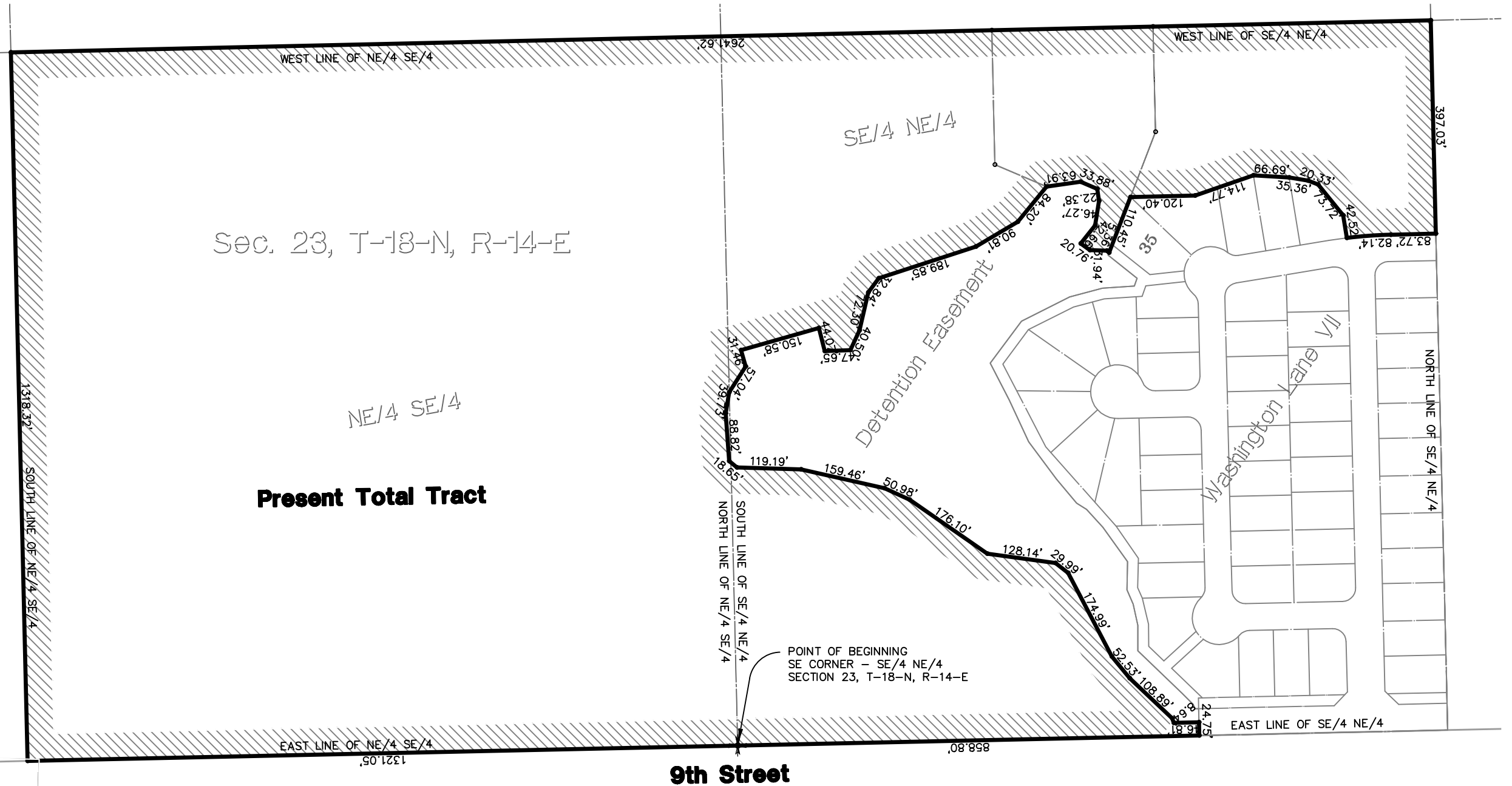
**Legal Description Present Total Tract**  
See attached Legal Description



**Present Total Tract**  
**Legal Description Exhibit**  
**Sec. 23, T-18-N, R-14-E**  
**Tulsa County, Oklahoma**

WITNESS MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2018.

  
BY: KEVIN M. NEWLUN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1289

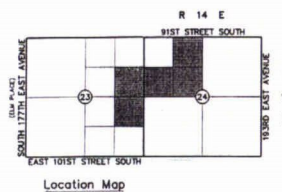




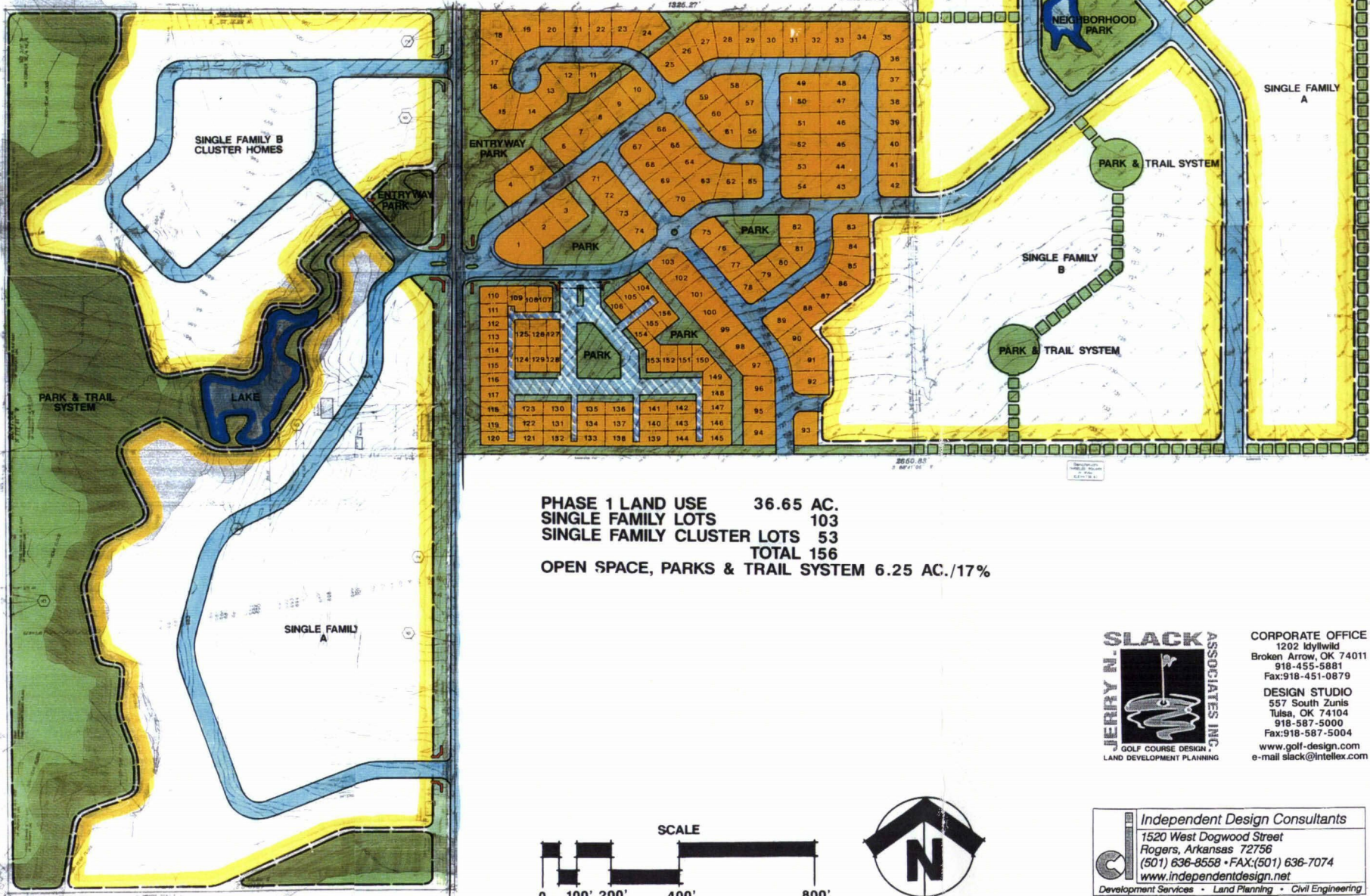
# PRELIMINARY PUD CONCEPT PLAN

## PARADIGM INC.

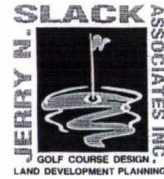
120/200 AC. BROKEN ARROW, OKLAHOMA



### PHASE 1 CONCEPT ILLUSTRATION



PHASE 1 LAND USE 36.65 AC.  
 SINGLE FAMILY LOTS 103  
 SINGLE FAMILY CLUSTER LOTS 53  
 TOTAL 156  
 OPEN SPACE, PARKS & TRAIL SYSTEM 6.25 AC./17%



CORPORATE OFFICE  
 1202 Idyllwild  
 Broken Arrow, OK 74011  
 918-455-5881  
 Fax: 918-451-0879  
 DESIGN STUDIO  
 557 South Zuni  
 Tulsa, OK 74104  
 918-587-5000  
 Fax: 918-587-5004  
 www.golf-design.com  
 e-mail: slack@intellex.com

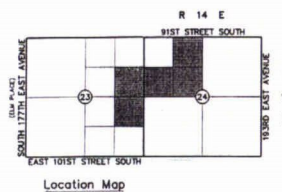
Independent Design Consultants  
 1520 West Dogwood Street  
 Rogers, Arkansas 72756  
 (501) 636-8558 • FAX: (501) 636-7074  
 www.independentdesign.net  
 Development Services • Land Planning • Civil Engineering



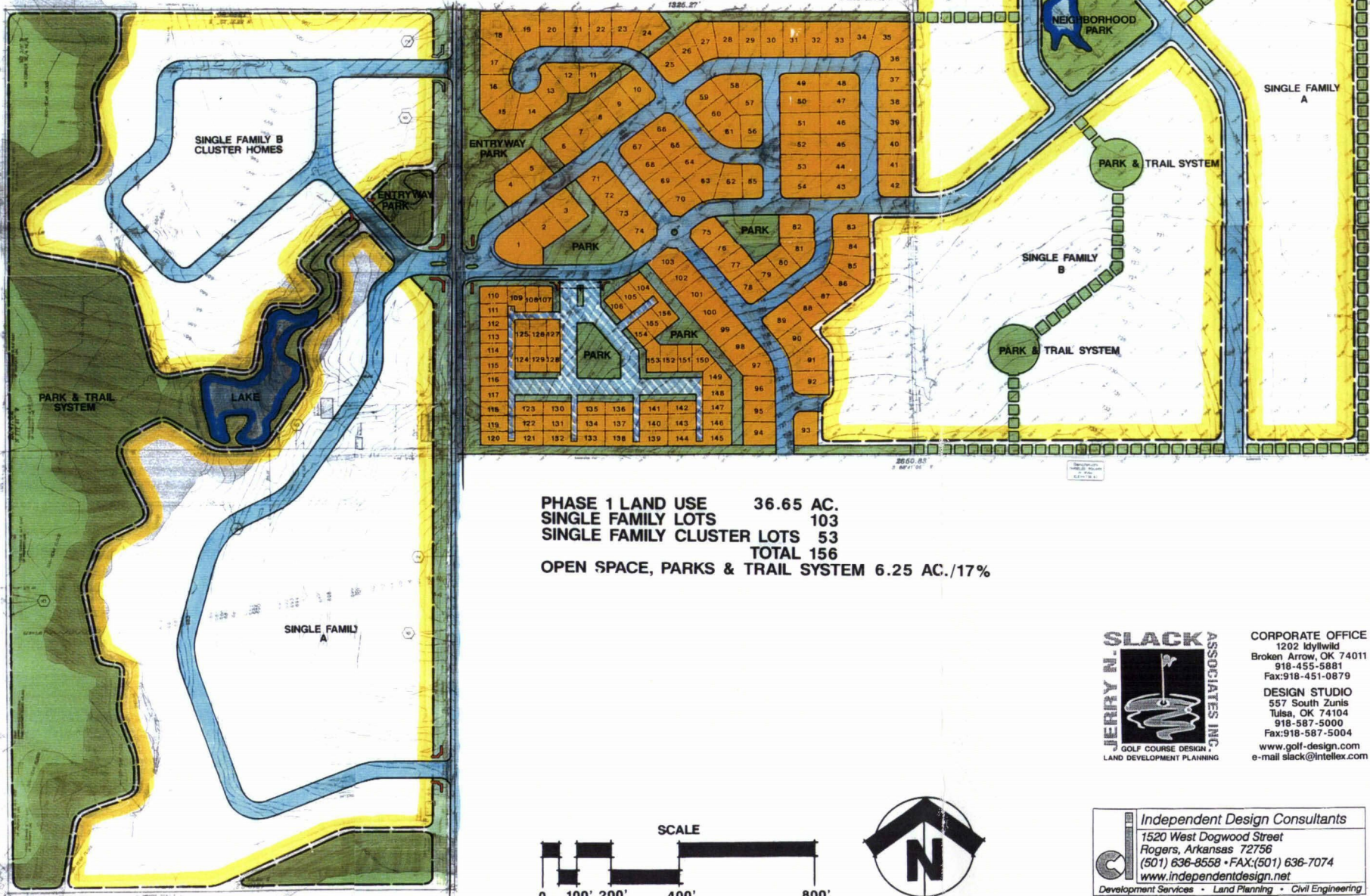
# PRELIMINARY PUD CONCEPT PLAN

## PARADIGM INC.

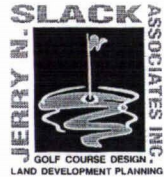
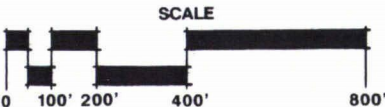
120/200 AC. BROKEN ARROW, OKLAHOMA



### PHASE 1 CONCEPT ILLUSTRATION



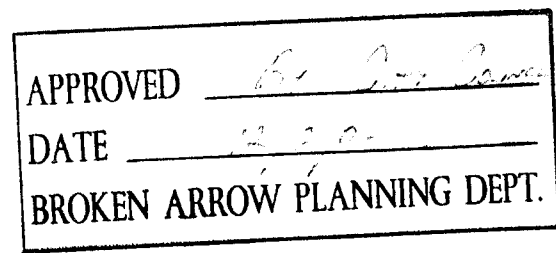
PHASE 1 LAND USE 36.65 AC.  
 SINGLE FAMILY LOTS 103  
 SINGLE FAMILY CLUSTER LOTS 53  
 TOTAL 156  
 OPEN SPACE, PARKS & TRAIL SYSTEM 6.25 AC./17%



CORPORATE OFFICE  
 1202 Idyllwild  
 Broken Arrow, OK 74011  
 918-455-5881  
 Fax: 918-451-0879  
 DESIGN STUDIO  
 557 South Zuni  
 Tulsa, OK 74104  
 918-587-5000  
 Fax: 918-587-5004  
 www.golf-design.com  
 e-mail: slack@intellex.com

Independent Design Consultants  
 1520 West Dogwood Street  
 Rogers, Arkansas 72756  
 (501) 636-8558 • FAX: (501) 636-7074  
 www.independentdesign.net  
 Development Services • Land Planning • Civil Engineering

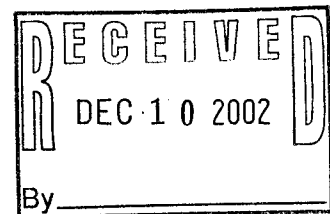




## “Washington Street and Lynn Lane “

A Planned Community of Residential  
Single Family Homes

Planned Unit Development No. 135



A Development of Armory LLC

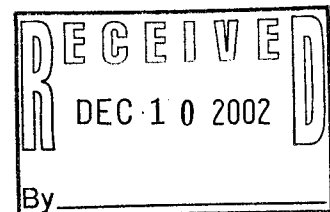
September 2002

APPROVED For City Council  
DATE 12-3-02  
BROKEN ARROW PLANNING DEPT.

“Washington Street and Lynn Lane “

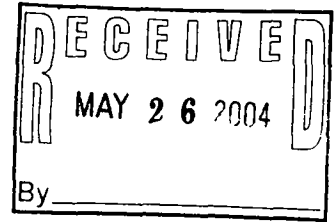
A Planned Community of Residential  
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Planned Unit Development No. 135



A Development of Armory LLC

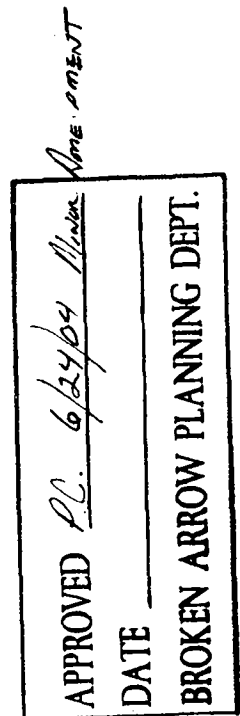
September 2002



# “Washington Street and Lynn Lane “

A Planned Community of Residential  
Single Family Homes

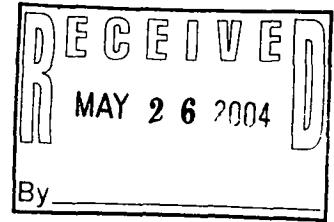
Planned Unit Development No. 135 - C



A Development of Armory LLC

May 19, 2004

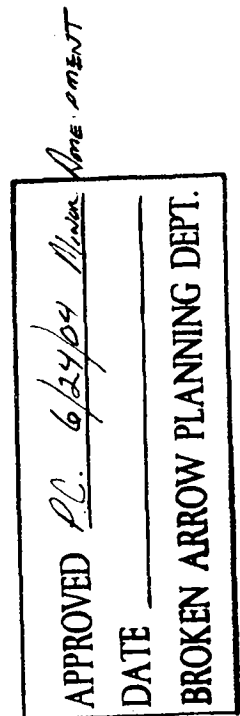




**"Washington Street and Lynn Lane "**

**A Planned Community of Residential  
Single Family Homes**

**Planned Unit Development No. 135 - C**



**A Development of Armory LLC**

**May 19, 2004**

## **Development Concept**

The overall design concept for the development is to provide a variety of single family ownership opportunities by generating neighborhoods of different home and lot sizes, types, and configurations interconnected with common open spaces and trails. Open spaces will be used to help focus and physically knit the groups together, thus increasing ownership in the whole development concept.

The development contains a total of 200 acres of undeveloped land. The property is located South of Washington Street (East 91<sup>st</sup> Street) and along both sides of Lynn Lane (177<sup>th</sup> East Avenue). One Hundred and twenty acres of the site is east of Lynn Lane. The remaining 80 acres lay west of Lynn Lane. The West branch of Broken Arrow Creek flows from north to south near the western boundary.

Density calculations are to be based on R-2 zoning. Strategically placed within the PUD will be smaller neighborhoods of single-family attached and detached home sites, more in keeping with an R-5 zone. At least two areas of the site will be developed as a more traditional R-2 zone.

A Property Owners Association will be established to take care of maintenance of common open space. Other Ownership Associations may also be formed to take care of different types of ownership, i.e. townhouse / patio homes.

As practical, direct access to collector streets will not be allowed. Some areas will utilize common private drives to access units and may be gated. This will help enhance the streetscape and reduce the number of driveway cuts.

The project will be designed to preserve a majority of the existing trees located throughout the development. Areas of the site that are ecologically sensitive will be preserved through the use of conservation easements. This will insure the long-term protection of woodland habitats and provide buffers for run-off into adjacent streams. A trail system will be developed to connect the different neighborhoods and open space to each other. The project will also coordinate with the City connectivity to a proposed trail system by the City of Broken Arrow, anchored at nearby Arrowhead Park.

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