

City of Broken Arrow
Meeting Agenda
Board of Adjustment

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

Chairperson Stanley Evetts
Vice Chair Randy Cherry
Member Steve Knight
Member Richard Carter
Member Robert Whitlock

Monday, September 23, 2019

5:00 PM

Council Chambers

Special Board of Adjustment Meeting

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [19-1187](#) Approval of Board of Adjustment Minutes held, July 8, 2019

Attachments: [07 08 2019 Board of Adjustment Minutes](#)

4. Public Hearings

- A. [19-1136](#) Public hearing, consideration, and possible action regarding BOA (Board of Adjustment) 722, Farabough Homes Property, 0.23 acres, RS-2, request for a variance to allow a reduced rear setback, located one-third mile west of Olive Avenue (129th E. Avenue), one-quarter mile south of New Orleans Street (101st Street) at 3808 S. Willow Avenue

Attachments: [2-Case Map](#)
[3-Aerial](#)
[4-Design Plan](#)
[5-Southern Trails Estates Recorded Plat](#)
[6-Ordinance No. 2617 Amending R-2S Zoning Code, March 15, 2004](#)

5. General Board Business

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

7. Executive Session

Executive Session for the purpose of confidential communications between the Board of Adjustment, the Director of Community Development, the Assistant City Attorney and any other pertinent staff members discussing and conferring on matters pertaining to:

1.Litigation, including potential resolution, of a matter involving the litigation case of In the Matter of the Appeal from the City of Broken Arrow Board of Adjustment, Case BOA 721 by Lois McCleary, Tulsa County District Court Case Number CV-2019-774, under 25 O.S. §307(B)(4).

In the opinion of the City Attorney, the Board of Adjustment is advised that the Executive Session is necessary to process the litigation and that disclosure will seriously impair the ability of the public body to process the litigation in the public interest. After the conclusion of the confidential portion of executive session, the Board will reconvene in open meeting, and the final decision, if any, will be put to a vote.

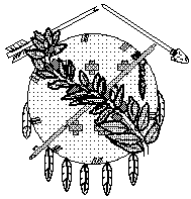
8. Adjournment

NOTICE:

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

Posted on _____ 2019, at _____ am/pm.

CITY CLERK



City of Broken Arrow

Request for Action

File #: 19-1187, **Version:** 1

**Broken Arrow Board of Adjustment
09-23-2019**

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

Approval of Board of Adjustment Minutes held, July 8, 2019

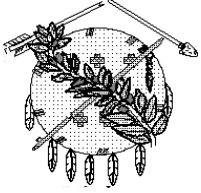
Background: Minutes recorded for the Board of Adjustment Meeting of July 8, 2019.

Attachments: 07 08 2019 Board of Adjustment Meeting Minutes

Recommendation: Approve minutes of Board of Adjustment Meeting, July 8, 2019, as presented.

Reviewed and Approved By: Larry R. Curtis

ALY



City of Broken Arrow

Minutes Board of Adjustment

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairman Stanley Evetts
Vice Chairman Randy Cherry
Board Member Steve Knight
Board Member Richard Carter
Board Member Rob Whitlock

Monday, July 8, 2019

Time 5:00 p.m.

Council Chambers

1. Call to Order

Chairman Stanley Evetts called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Rob Whitlock, Richard Carter, Steve Knight, Stanley Evetts

Absent: 1 - Randy Cherry

3. Consideration of Consent Agenda

A. 19-858 Approval of Board of Adjustment Meeting Minutes held, May 13, 2019

Discussion ensued regarding whether the Board of Adjustment Meeting Minutes from May 13, 2019 could be approved as the majority of current Board Members were not present at the May 13, 2019 BOA Meeting. Assistant City Attorney Tammy Ewing indicated the current Board Members could approve the May 13, 2019 BOA Meeting Minutes as the purpose of the motion to approve the minutes was to accept the minutes into the record.

MOTION: A motion was made by Rob Whitlock, seconded by Steve Knight.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 4 - Rob Whitlock, Richard Carter, Steve Knight, Stanley Evetts

4. Public Hearings

There were no Public Hearings.

5. General Board Business

A. 19-834 Training regarding meeting procedures, authority, roles and responsibilities of Board of Adjustment members, and applicable history, law and procedures

Assistant City Planner Brent Murphy reported the Board of Adjustment was required by State Statute as a part of Zoning Ordinance. He reviewed a law suit, Ambler Realty vs. Euclid, which gave birth to zoning ordinance regulations in 1922. He reported the State of Oklahoma in 1923 adopted regulations which dealt with planning: Oklahoma Statute Title 11 for cities and towns. He noted the Statute indicated a Board of Adjustment consisting of five members who served for three years was required. He noted the Board of Adjustment was subject to the open meeting laws of the State of Oklahoma; all meetings and voting of the Board was required to be open to the public. He reported the Board heard and decided appeals if it was alleged there was error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance, and the Board had the right to grant variances. He explained the variance process was intended to provide limited relief from the requirements of Zoning Ordinance in cases where strict application of a particular requirement would create a practical difficulty or unnecessary hardship prohibiting the use of land in a manner otherwise allowed under the Zoning Ordinance.

Mr. Murphy explained the BOA process which included a pre-development meeting with Staff in which Staff explained the process for submitting an application and the six conditions which must be proven to the Board, as well as provided an indication as to whether or not Staff would be supportive of the request. He reported a request for a variance could only be initiated by the property owner or an authorized representative. He noted the application must state with particularity the relief sought and must specify the facts or circumstances that were alleged to show that the application met the criteria (six conditions) for the Board of Adjustment to grant a variance, following which Staff determined if the application was complete. He indicated after the application was complete, notice was required to be sent and the applicant was required to obtain a list of property owners within 300 feet of the property associated with the application from a title company or an abstract company to be submitted with the application. He stated notice was mailed by Staff to all property owners on the list and published in the newspaper. He displayed an example of Notice.

Mr. Murphy discussed ex parte communications. He explained Board members could not talk about a case outside open public meetings and Board members could not talk about a case prior to the meeting start. He noted Staff did not provide any contact information regarding Board members other than the City email addresses. He stated any outside contact regarding a pending case should be conveyed to Staff prior to the meeting. He indicated Board Members were permitted to visit a site individually; however, should not trespass onto private property or discuss the case with others. Board Member Rob Whitlock stated he understood he could have a conversation with one Board Member; however, that Board Member could not discuss the conversation with another Board Member. Assistant City Attorney Ewing stated this was correct; Board Members could discuss a matter with a single member of the Board. Acting Community Development Director Larry Curtis explained three Members of the Board created a quorum; therefore, it was risky to hold ex parte communications. He recommended the Board err on the side of caution and not discuss matters with Board Members outside of Meetings. Mr. Murphy agreed; it was better for the Board to simply not discuss matters with others outside of the Board Meetings as outside discussions could cause serious difficulties legally. Assistant City Attorney Ewing explained if a Board Member received a communication, such as an email, regarding an issue this did not create a conflict of interest; however, it was best to forward the communication to her and Mr. Curtis. She explained she in turn would share the information with the entire Board to ensure the Board was well informed. She noted it was impossible not to hear about things when you lived in the Community; this did not, in and of itself, cause a conflict of interest. Board Member Steve Knight asked what he should do if an applicant attempted to contact him outside of the legal parameters of an email, such as with a visit to his home. Mr. Curtis responded if this happened the applicant should politely be sent away explaining the matter could not be discussed outside of the public meeting forum with a recommendation for the applicant to contact City Staff with any questions. Assistant City Attorney Ewing recommended Board Members report any such incidents to her and Mr. Curtis.

Board Member Richard Carter asked if applications were forwarded to the Board of Adjustment even if Staff did not feel all six conditions for a variance were met. Mr. Murphy responded in the affirmative; it was the Board's responsibility to determine if an applicant met the conditions. He explained an applicant had the right to present a case regardless of Staff's opinion. He noted Staff expressed its opinion regarding the applicant's case prior to the applicant proceeding with the application process as the process cost approximately \$1,000 dollars in total. Board Member Whitlock asked if applicants often proceeded with the process when Staff expressed the unlikelihood of approval. Mr. Curtis responded Staff did not have the ability to deny an application submittal, only to make recommendations to the applicant and the Board.

Mr. Murphy reviewed the ten steps of the Public Hearing process: 1) The Chairman introduced the case. 2) Staff made a presentation and gave a recommendation. 3) The Applicant made a presentation. 4) Chairman opened the Public Hearing. 5) Interested citizens both in support and in opposition were given an opportunity to speak. He noted interested citizens were required to come to the podium and give a name and address. 6) The Chairman closed the public comment portion of hearing. 7) The Applicant was provided an opportunity to address any questions or to rebut. 8) The BOA reviewed the application materials, considered all testimony and evidence received at the public hearing, and discussed any relevant issues. 9) The Chairman called for a motion and a second (motion could be for approval, denial, or continuance and additional discussion regarding clarification of the motion could occur). 10) The vote was taken. He noted a variance must receive at least three votes in favor of the variance to be approved and Board Members should express reasons for the decision.

Mr. Murphy reviewed the six variance conditions which must be proven to the Board: 1) There were unique physical circumstances or conditions, such as irregularity, narrowness or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property. 2) The unusual circumstances or conditions did not exist throughout the neighborhood or district in which the property was located. 3) Such physical circumstances or conditions were not created by the applicant. 4) Because of such physical circumstances or conditions, the property could not reasonably be developed in conformity with the provisions of the Ordinance. 5) The variance, if granted, would not alter the essential character of the neighborhood or district in which the property was located, nor substantially or permanently impair the appropriate use or development of adjacent property. 6) The variance, if granted, was the minimum variance that would afford relief and was the least modification possible of the provisions of the Ordinance in question. Board Member Carter requested a copy of the presented material. Mr. Murphy agreed to forward the material to the Board Members. Discussion ensued regarding proof of variance conditions being subject to personal interpretation by the Board Members.

Assistant City Attorney Ewing reported the Chairman was required to issue a resolution stating the reasons, with supportive facts, why a variance was either approved or denied. She explained the purpose of this resolution and gave examples of reasons and supportive facts.

Mr. Murphy briefly reviewed the Comprehensive Plan. He noted the Comprehensive Plan was in the process of being updated. He displayed and reviewed the Comprehensive Plan map which indicated the zoning levels throughout the City. He explained the purpose of the Comprehensive Plan was to establish a road map for future development, create goals, objectives, and policies, guide development, clarify future land use expectations, and establish future road networks, as well as the utility plan. He noted implementation of the Comprehensive Plan was done through the Zoning Ordinance, Subdivision Regulations and Engineering Design Standards. He stated the Zoning Ordinance was classified in five categories: residential, agricultural, office, commercial, and industrial. He noted Zoning Ordinance identified permitted uses in each zoning classification and included building setback criteria regarding which the BOA was permitted to grant variances. He indicated Zoning Ordinance also contained regulations regarding parking, landscaping, parking lot lighting, sign regulations, access point controls, design requirements, and legal nonconforming uses. He displayed and reviewed a Zoning Map which indicated zoning classifications. He noted he would email the Board Members copies of the above information.

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

Assistant City Attorney Ewing reported, regarding the McCleary case, an appeal to the District Court was made and the City was in the process of appeal.

7. Adjournment

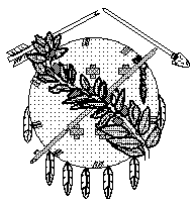
The meeting adjourned at approximately 5:38 p.m.

MOTION: A motion was made by Richard Carter, seconded by Steve Knight.

Move to adjourn

The motion carried by the following vote:

Aye: 4 - Rob Whitlock, Richard Carter, Steve Knight, Stanley Evetts



City of Broken Arrow

Request for Action

File #: 19-1136, **Version:** 1

Broken Arrow Board of Adjustment

09-23-2019

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

Public hearing, consideration, and possible action regarding BOA (Board of Adjustment) 722, Farabough Homes Property, 0.23 acres, RS-2, request for a variance to allow a reduced rear setback, located one-third mile west of Olive Avenue (129th E. Avenue), one-quarter mile south of New Orleans Street (101st Street) at 3808 S. Willow Avenue

Background:

Applicant: Ryan Farabough
Owner: Farabough Homes, LLC
Developer: Farabough Homes, LLC
Surveyor: None
Location: One-third mile west of Olive Avenue (129th E. Avenue), one-quarter mile south of New Orleans Street (101st Street) at 3808 S. Willow Avenue
Size of Tract 0.23 acres
Number of Lots: 1
Present Zoning: RS-2
Comp Plan: Level 2

BOA 722 involves a request for a variance to allow a reduced rear setback. The property is located one-third mile west of Olive Avenue (129th E. Avenue), one-quarter mile south of New Orleans Street (101st Street) at 3808 S. Willow Avenue.

On November 7, 2005, the property associated with Southern Trails Estates was annexed into the City of Broken Arrow. On December 19, 2005, the City Council approved BAZ-1699 and BAZ-1700 to rezone two properties totaling 40.028 acres from A-1 to R-2S. With the 2008 Zoning Code update, the R-2S zoning designation has been converted to RS-2. Following are the dimensional standards for the RS-2 zoning district (Section 4.1.B Residential District Standards, Table 4.1-2).

	R-2S and RS-2 Zoning District	Lot 14 Block 5 Southern Trails Estates (Existing Conditions)
Minimum lot area	8,000 sq ft	10,125 sq ft

Minimum frontage	70 ft	81 ft
Maximum lot coverage, interior lot	50 percent	44 percent
Front yard setback	25 ft	25.4 ft
Side yard setback, both sides	10 ft	27 ft
Side yard setback, one side	5 ft	5.4 ft
Rear yard setback	20 ft	16 ft
Height limit	50 ft	28 ft

The Board of Adjustment may approve a variance only if it finds that all of the following criteria have been met.

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

Analysis:

The property that is the subject of this variance request is platted as Lot 14 Block 5 of Southern Trails Estates. As shown on the recorded plat, the property includes 81 feet of lot frontage and is 125 feet deep. There is a 10-foot-wide utility easement along the front of the property, a 15-foot-wide utility easement along the south side boundary, and an 11-foot-wide utility easement along the rear of the property.

The home at 3808 S. Willow Avenue is currently under construction. Access to the property is from low design speed residential streets. Southern Trails Estates includes 102 lots with lot frontage that ranges from 79 feet to 95 feet in width. Lots with larger frontage tend to be corner lots that require a larger side setback. Lot depth in this subdivision ranges from 101.59 to 153.14 for cul de sac lots with the average interior lot depth ranging from 125 feet to 132 feet deep. There is a slight change in grade across this subdivision but the area topography is relatively flat with the exception of grading that was completed for drainage and detention basins. The lot size and topography of this lot is not irregular when compared to other lots in this subdivision. The existence of a 15-foot-wide utility easement on the south side of the lot may constrain how wide of a house that may be built on this lot. However, the request is for a variance from the rear setback requirement of 20 feet. No unique physical circumstances or conditions were found to be peculiar to the affected property.

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

Analysis:

Southern Trails Estates is approximately seventy (70) percent built out, and this is the only residence that was identified that did not meet the setback requirements. It is incumbent upon property owners to select a home that will fit on a lot given the zoning requirements. Not only do these other homes meet the zoning requirements, approximately 13 properties have a swimming pool in the back yard as well. As noted previously, the lot at 3808 S. Willow Avenue has 81 feet of lot frontage and is 125 feet deep. Following is a comparison of lot frontage and lot depth of lots within Southern Trails Estates.

Southern Trails Estates - Lot Width and Depth

Lot Width

Lots with less than 81 feet of frontage	29
Lots with 81 feet of frontage	11
Lots with more than 81 feet of frontage	50
<u>Cul de sac lots with varying lot frontage</u>	<u>12</u>
Total	102

Lot Depth

Lots with less than 125 feet of lot depth	0
Lots with 125 feet of lot depth	16
Lots with more than 125 of lot depth	74
<u>Cul de sac lots with varying lot depth</u>	<u>12</u>
Total	102

From this data, 11 other lots have the same lot frontage, and 16 have the same lot depth as the lot at 3808 S. Willow Avenue. Therefore, no unusual circumstances or conditions exist on this property or throughout the neighborhood in which the property is located.

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

Analysis:

The RS-2 zoning requires a rear setback of 20 feet. The applicant submitted plans for a building permit with a 16-foot rear setback, and the residential plans examiner inadvertently approved the building permit in error. Further, the application for the building permit indicated that total square footage for the ground floor (including garage) is 2,594 square feet. In researching the Tulsa County Assessor website for information on this property, the assessor's sketch indicates the square footage for the first floor is 2,771 square feet, and the garage is 828 square feet for a total ground floor square footage of 3,599 square feet. With second floor living space of 1,205 square feet, the total livable space of this residence is 3,976 square feet and total area with garage is 4,804 square feet.

Of the homes that have been built in Southern Trails Estates, 27.3 percent are similar in size. Approximately 56 percent of homes are smaller, and 16.6 percent of homes are larger. When considering lot sizes for those that have been built on, 47.0 percent of lots are similar in size to Lot 14 Block 5 (10,125 square feet in area). Approximately 4.5 percent of lots are smaller, and 48.4 percent are larger than 10,125 square feet in area. Based on these statistics, staff has concluded that a larger home was planned for a smaller lot in comparison to others in the subdivision. The condition that exists was created by the applicant in that he submitted plans for and built a home that does not meet the rear yard setback. When the violation was discovered, the applicant was told to stop work on the property. Staff drove by the property on August 28, 2019 and discovered that construction work was continuing on the property.

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

Analysis:

Approximately fifty (50) homes have been built in this subdivision on similar size lots, and they all meet the

setback requirements. No physical circumstances or conditions of the property have been identified that would preclude the property from being reasonably developed in conformity with the provisions of this Ordinance (except that the applicant has built over the rear build line). The request to allow a reduced rear setback exceeds what is permitted by this Ordinance.

Home Size	Number of Homes	Percent
Less than 3,000 SF	16	24.2%
3,000 to 3,499 SF	21	31.8%
3,500 to 3,999 SF	18	27.3%
4,000 to 4,999 SF	9	13.6%
5,000 SF and greater	2	3.0%
Total	66	100.0%

56.0 percent of homes are smaller

27.3 percent of homes are similar in size

16.6 percent of homes are larger

Lot Size	Number of Lots	Percent
Less than 10,000 SF	3	4.5%
10,000 to 10,499 SF	31	47.0%
10,500 to 10,999 SF	16	24.2%
11,000 to 11,999 SF	6	9.1%
12,000 to 12,999 SF	3	4.5%
13,000 and greater	7	10.6%
Total	66	100.0%

4.5 percent of lots are smaller

47.0 percent of lots are similar size

48.4 percent of lots are larger

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

Analysis:

The variance, if granted, will not alter the character of the neighborhood, as a whole; however, it may alter the essential character for property owners who immediately abut the rear yard of this lot.

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

Analysis:

Granting a variance to allow a reduced rear setback for 3808 S. Willow Avenue (Lot 14 Block 5) in Southern Trails Estates is the minimum variance required.

On August 26, 2019, staff received a call from a property owner within the 300-foot radius who is opposed to the granting of a variance but did not state a reason for opposing this request.

Attachments: Case map
Aerial
Design Plan
Southern Trails Estates Recorded Plat
Ordinance No. 2617 Amending R-2S Zoning Code, March 15, 2004

Recommendation:

By State law and by the City of Broken Arrow Zoning Ordinance, for a variance to be granted, all six conditions listed above must be met. In Staff's opinion, the request for a variance to allow a reduced rear setback for a single-family residence 3808 S. Willow Avenue does not meet the six conditions for the Board to grant a variance. Conditions 1 through 4 have not been met but Conditions 5 and 6 have been met. Therefore, Staff recommends that BOA 722 be denied.

Reviewed and Approved by: Larry Curtis

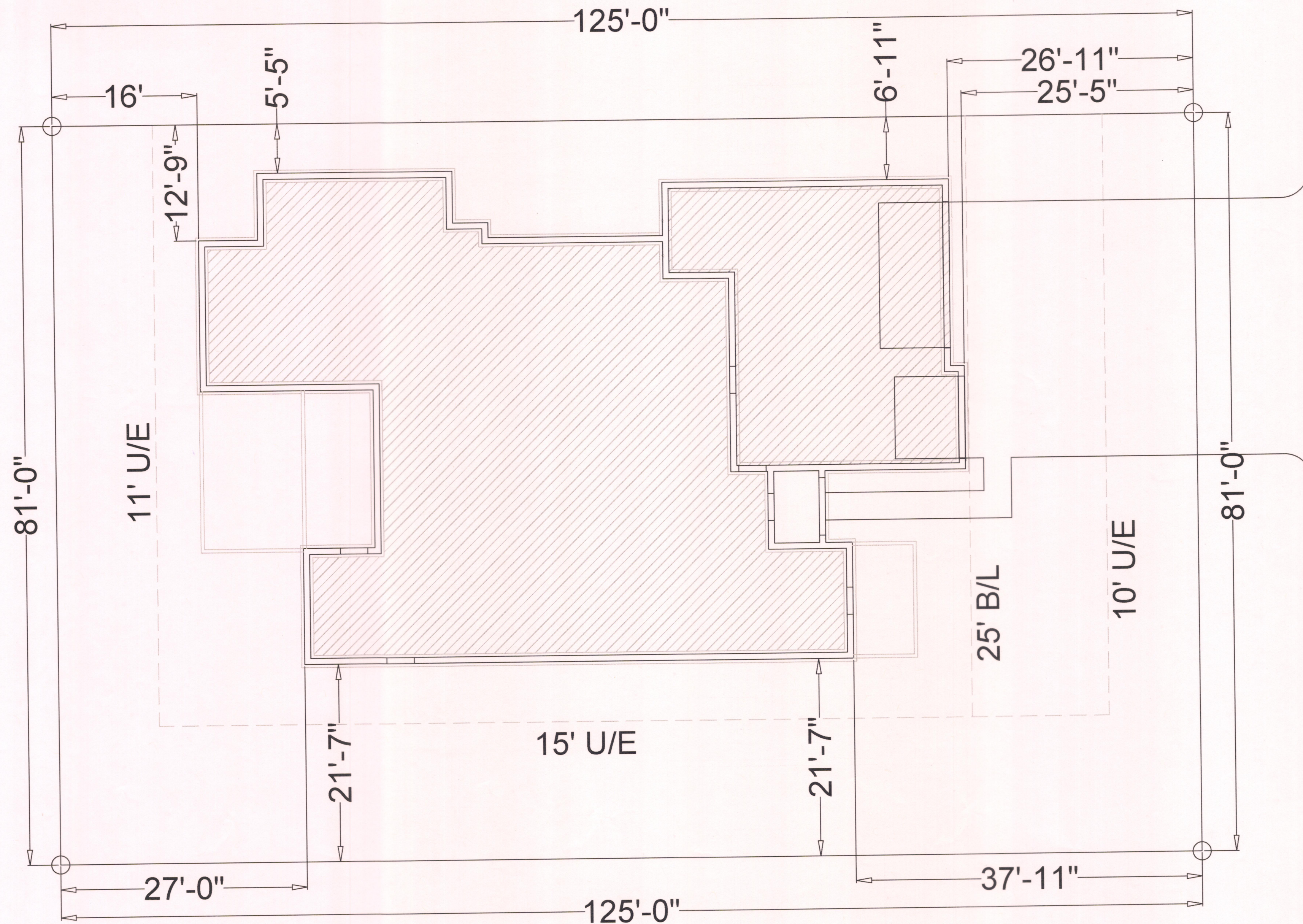
LRC: JMW



New Orleans Street (101st Street)

Olive Avenue (S. 129th E. Avenue)

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Southern Trails Estates

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING THE NW/4, NE/4 OF SECTION TWENTY NINE (29), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE & MERIDIAN

LOT 14, BLOCK 5
3808 South Willow Ave.

CITY OF BROKEN ARROW

AUG 08 2019

RECEIVED

TITLE
PLAN 3643
4 BDRM 2 STORY HOME
SITE PLAN

DRN. BY	NAME	DATE
CHK. BY	RAF	9-7-18
APR. BY	RAF	9-7-18
SCALE	1/8"=1'-0"	

ACAD PATH	Indiv2016/Choudhary/3643.dwg
DRAWING NUMBER	9
SHEET NO. 9 OF 9 SHEETS	

PROJECT FOR
The
"CHOUDHARY"
Home

CREATIVE HOME PLANS

111 N. POPLAR # A SAPULPA, OK. 74066

(918) 227-4502



LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
FL/E	FENCE & LANDSCAPE EASEMENT
LNA	LIMITS OF NO ACCESS
TOM	TRAFFIC CONTROL MEDIAN
POB	POINT OF BEGINNING
1234	STREET ADDRESS

BASIS OF BEARINGS
BEARINGS BASED ON A PLATTED BEARING OF S 88°33'10" W ALONG THE NORTH LINE OF THE ESTATES OF BIRCHWOOD, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, RECORDED AS PLAT NO. 5886.

MONUMENTATION
ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"X 18" STEEL PIN WITH A PLASTIC CAP STAMPED "PLS 1283" AT ALL CORNERS.

BENCHMARK
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE STAMPED "BA 17", SET S.E. CORNER OF FLORENCE ST. AND GARNETT. ELEV. = 644.70 (NGVD 1929)

NOTES
ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW.

LINE TABLE

NUMBER	BEARING	LENGTH
L1	N 42°00'13" W	9.51'
L2	N 42°00'13" W	12.64'
L3	N 88°31'41" E	2.18'

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	90°00'00"	25.00'	39.27'
C2	48°11'23"	25.00'	21.03'
C3	276°22'46"	50.00'	241.19'
C4	29°55'35"	25.00'	13.06'
C5	149°51'10"	50.00'	130.77'
C6	09°22'00"	350.00'	57.22'
C7	09°24'20"	250.00'	41.04'
C8	09°22'00"	300.00'	49.04'

BACKFLOW PREVENTER VALVE TABLE

BLOCK	LOTS	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCK	LOTS	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	656.50 *	6	656.18	3	5	661.50 *	F	667.97
1	2	656.50 *	6	656.18	3	6	659.50 *	E	660.28
1	3	657.50 *	5	657.00	3	7	657.50 *	E	660.28
1	4	657.50 *	5	657.00	4	1	645.50	21	642.49
1	5	657.50	4	650.07	4	2	646.50	21	642.49
1	6	657.50	4	650.07	4	3	646.50	21	642.49
1	7	657.50	4	650.07	4	4	647.50	18	644.11
1	8	657.50	2	652.06	4	5	646.50	19	644.07
1	9	657.50	2	652.06	4	6	645.50	19	644.07
1	10	656.50	3	648.51	4	7	646.50	19	644.07
1	11	655.50	3	648.51	4	8	647.50	19	644.07
1	12	654.50	3	648.51	4	9	648.50	20	642.91
1	13	653.50	3	648.51	4	10	648.50	20	642.91
1	14	652.50	3	648.51	4	11	648.50	20	642.91
1	15	652.00	3	648.46	4	12	648.50	36	641.88
1	16	652.00	3	648.51	4	13	652.50	36	641.88
1	17	651.50	3	648.51	4	14	655.50	36	641.88
1	18	651.50	3	648.51	4	15	661.50	d	658.39
1	19	651.00	3	648.51	4	16	659.50	35	656.65
1	20	651.00 *	2	652.06	4	17	658.50	35	656.65
1	21	652.50 *	2	652.06	4	18	656.50	34	647.69
1	22	653.50	2	652.06	4	19	654.50	34	647.69
1	23	654.50	2	652.06	4	20	651.50	34	647.69
2	1	655.50	7	654.00	4	21	648.50 *	34	647.69
2	2	653.50 *	7	654.00	4	22	646.50	33	642.56
2	3	653.50 *	7	654.00	5	1	642.00	10	639.29
2	4	654.00 *	7	654.00	5	2	642.00	10	639.29
2	5	654.50 *	8	656.50	5	3	642.50 *	15	646.80
2	6	655.50 *	8	656.50	5	4	643.50 *	15	646.80
2	7	657.50	8	656.50	5	5	645.50 *	15	646.80
2	8	658.50	8	656.50	5	6	647.50 *	15	646.80
2	9	657.50	c	656.07	5	7	649.50	b	648.22
2	10	656.50	26	652.55	5	8	651.50	b	648.22
2	11	656.50	26	652.55	5	9	650.50	b	648.22
2	12	655.50	25	650.73	5	10	649.50	b	648.22
2	13	654.50	25	650.73	5	11	646.50 *	15	646.80
2	14	652.50	e	648.94	5	12	645.50 *	15	646.80
2	15	651.50	e	648.94	5	13	645.50 *	15	646.80
2	16	648.50 *	25	650.73	5	14	645.50 *	15	646.80
2	17	648.50 *	25	650.73	5	15	645.50 *	30	644.56
2	18	649.50 *	25	650.73	5	16	646.50	29	639.76
2	19	649.50 *	26	650.73	5	17	646.50	29	639.76
2	20	649.50	27	646.72	5	18	647.50 *	D	652.92
2	21	648.50	27	646.72	5	19	649.50	D	652.92
2	22	648.50 *	40	658.32	5	20	652.50 *	D	652.92
2	23	653.50 *	40	658.32	5	21	656.50 *	E	660.28
2	24	658.50 *	40	658.32	6	1	651.50 *	A	651.32
3	1	664.50 *	42	663.62	6	2	649.50 *	H	648.90
3	2	664.50 *	42	663.62	6	3	646.50 *	H	648.90
3	3	663.50 *	42	663.62	6	4	644.00 *	H	648.90
3	4	662.50 *	F	667.97	6	5	643.00 *	H	648.90

* REQUIRES BACKFLOW PREVENTER VALVE.

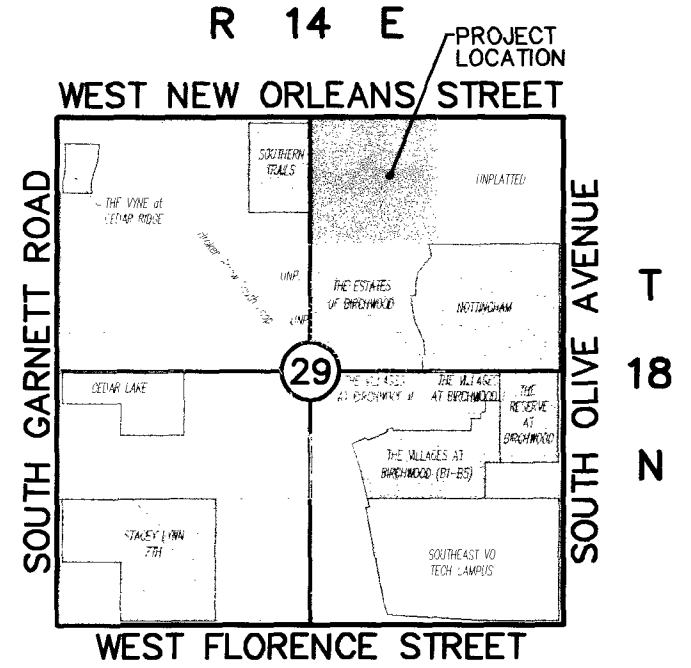
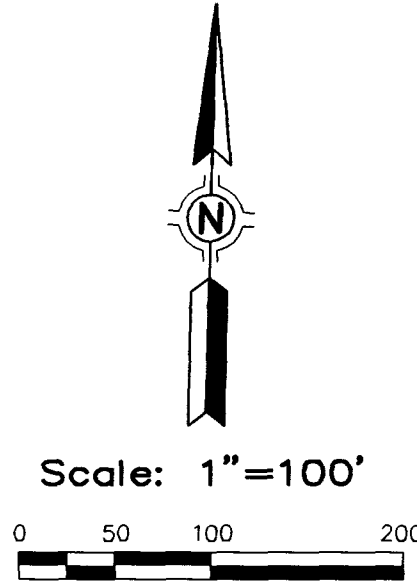
IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

Southern Trails Estates

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING ~~A PART~~ OF THE NW/4 NE/4 OF SECTION TWENTY-NINE (29), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

Owner/Developer
SOUTHERN TRAILS ESTATES, LLC.
2217 EAST SKELLY DRIVE
TULSA, OKLAHOMA 74105
(918) 749-1637
MR. R. BRANDON PERKINS

Engineer/Surveyor
HRAOK, INC.
1913 WEST TACOMA, SUITE-C
BROKEN ARROW, OKLAHOMA 74012-1472
PHONE: (918) 258-3737
FAX: (918) 258-2554
C.A.#3643 EXPIRES JUNE 30, 2007



Location Map
SCALE: 1"=2000'

Subdivision Contains One Hundred & Two (102) Lots
in Six (6) Blocks and Five (5) Reserve Areas

Block 1 contains 23 lots
Block 2 contains 24 lots
Block 3 contains 7 lots
Block 4 contains 22 lots
Block 5 contains 21 lots
Block 6 contains 5 lots

40.028 Acres

PLAT No.
6060

APPROVED 4-17-06 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter 10-27-06 Mayor
Debra C. Ragsdale City Clerk
Attest: City Clerk 10-27-06



STATE OF OKLAHOMA } ss
COUNTY OF TULSA

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____, 20____
EARLENE WILSON, Tulsa County Clerk

Deputy



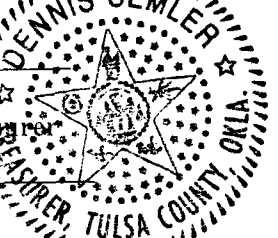
CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 753.00 per trust receipt no. rec. to be applied to 20__ 06 taxes. This certificate is NOT to be construed as payment of 20__ taxes in full but is given in order that this plat may be filed on record. 20__ 06 taxes may be assessed the amount of the security deposit.

Dated 05-Dec-06

Dennis Semler
Tulsa County Treasurer

By: _____
Deputy



Deed of Dedication and Restrictive Covenants

Southern Trails Estates

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NW/4 NE/4 OF SECTION TWENTY-NINE (29), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

APPROVED 4-17-06 by the City Council of the City of Broken Arrow, Oklahoma.
F. F. F.
Mayor
Attest: City Clerk



KNOW ALL MEN BY THESE PRESENTS: SOUTHERN TRAILS ESTATES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER THE OWNER/DEVELOPER), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4) OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 29; THENCE NORTH 88° 31' 41" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 29, A DISTANCE OF 1,319.60 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4, NE/4); THENCE SOUTH 01° 17' 20" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4), A DISTANCE OF 1,321.49 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4); THENCE SOUTH 88° 33' 10" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4), A DISTANCE OF 1,319.83 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4); THENCE NORTH 01° 16' 43" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1,320.92 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 29, AND TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE PLAT) AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS SOUTHERN TRAILS ESTATES A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE SUBDIVISION OR SOUTHERN TRAILS ESTATES). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE LOTS, AND INDIVIDUALLY AS A LOT.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE NORTHERN BOUNDARY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL 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 AND PUBLIC STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE STRUCTURE AS MAY BE LOCATED UPON A LOT PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING A 5-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 THE STRUCTURE.
- THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE EASEMENT WAYS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.
- 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 SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.
- THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT, IN ACCORDANCE WITH THE FINISH-GRADING PLAN, SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS, WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT OWNED. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE SUBDIVISION DESIGNATED ON THE ATTACHED PLAT AS "LIMITS OF NO ACCESS", WHICH "LIMITS OF NO ACCESS" MAY BE MODIFIED, AMENDED, OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR WITH THE CONCURRING APPROVAL OF THE BROKEN ARROW CITY COUNCIL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FORGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. USE OF RESERVE AREA 'A' AND 'B'

RESERVE AREA 'A' AND 'B', AS COLLECTIVELY DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF OWNER AS RESERVE, LANDSCAPE, OVERLAND DRAINAGE AND STORMWATER DETENTION. IN ADDITION, RESERVE AREA 'B' SHALL BE USED FOR COMMON PARKING IN AREAS ALONG SOUTH WILLOW AVENUE AND SOUTH TAMARACK AVENUE. RESERVE AREAS 'A' AND 'B' ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION FOR ADMINISTRATION AND MAINTENANCE. SPECIFIC REQUIREMENTS FOR STORMWATER DETENTION ARE INCLUDED IN SECTION II.

I. USE OF RESERVE AREA 'C'

RESERVE AREA 'C', AS COLLECTIVELY DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF OWNER AS RESERVE, LANDSCAPE, OVERLAND DRAINAGE AND OPEN SPACE. RESERVE AREA 'C' ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION FOR ADMINISTRATION AND MAINTENANCE.

J. USE OF RESERVE AREAS D, E AND TRAFFIC CONTROL MEDIANS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE, RESERVE AREAS D, E AND TRAFFIC CONTROL MEDIANS AS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS ASSOCIATION REFERRED TO IN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING AND COVENANTS THAT THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR DAMAGE TO LANDSCAPING OR LANDSCAPING IRRIGATION SYSTEMS OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF RESERVE D, E AND TRAFFIC CONTROL MEDIANS OR BY MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING STREET. IN ADDITION, RESERVE AREAS 'D' AND 'E' SHALL BE USED AS UTILITY EASEMENTS.

K. SIDEWALK

THE DEVELOPER WILL INSTALL SIDEWALK ALONG PUBLIC STREET FRONTAGE ALONG WEST NEW ORLEANS STREET AND PUBLIC STREET FRONTAGE ABUTTING RESERVE AREAS WITHIN THE SUBDIVISION.

SECTION II. RESERVE AREA 'A' AND 'B' STORMWATER DETENTION

OWNER DOES HEREBY DEDICATE TO THIS CITY OF BROKEN ARROW, OKLAHOMA FOR PUBLIC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREAS 'A' AND 'B' FOR PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DRAINAGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN 'SOUTHERN TRAILS ESTATES'. RESERVE AREAS 'A' AND 'B' ARE ALSO RESERVED FOR SUBSEQUENT CONVEYANCE BY OWNER TO THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE OF THE AFORESAID STORM WATER DETENTION FACILITIES.

A. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS 'A' AND 'B' SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER (AND THE HOMEOWNER'S ASSOCIATION AFTER CONVEYANCE OF RESERVE AREAS 'A' AND 'B' FROM OWNER) OF 'SOUTHERN TRAILS ESTATES' TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SITUATION, SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF 'SOUTHERN TRAILS ESTATES' IN ACCORDANCE TO THE FOLLOWING STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.

C. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION AND OTHER DRAINAGE, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE ON CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT IF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE. FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER 1/102ND OF SAID COSTS SHALL BE A LIEN AGAINST EACH A LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION III. PRIVATE RESTRICTIONS AND COVENANTS

A. ARCHITECTURAL COMMITTEE

THE SOUTHERN TRAILS ESTATES ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. CLINT BRIGGS AND BRANDON PERKINS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER, AT A POINT IN TIME MUTUALLY AGREEABLE TO THE HOMEOWNERS ASSOCIATION AND THE UNDERSIGNED OWNER AND DEVELOPER, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION.

1. ARCHITECTURAL REVIEW. NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN SOUTHERN TRAILS ESTATES UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, LOT PLAN (WHICH LOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING ON THE LOT), ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAS BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS, AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, IT 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE SHALL CEASE ON DECEMBER 1, 2020. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

B. SQUARE FOOTAGE

ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 2,700 SQUARE FEET OF LIVING AREA. ONE AND ONE-HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 3,000 SQUARE FEET OF LIVING AREA.

1. LIVING AREA COMPUTATION. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACE, OR ATTICS; IT SHALL BE MEASURED HORIZONTALLY AT THE TOP PLAT LEVEL FROM OUTSIDE OF FRAME TO THE OUTSIDE OF FRAME. LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES IN HEIGHT, EXCEPT FOR THE SECOND FLOOR WHICH SHALL BE SEVEN FEET SIX INCHES FOR AT LEAST ONE HALF OF THE AREA TO BE INCLUDED. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

C. MASONRY

A MINIMUM OF 70% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS, THE ARCHITECTURAL COMMITTEE MAY APPROVE AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

D. STEM WALLS

CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

E. GARAGES

- ENCLOSED GARAGES SHALL BE BUILT ON EACH LOT. THEY SHALL BE SIDE OR REAR LOADING AND PROVIDE FOR A MINIMUM OF TWO AUTOMOBILES. THE SOUTHERN TRAILS ESTATES ARCHITECTURAL COMMITTEE, UPON WRITTEN REQUEST, MAY APPROVE FRONT LOADING GARAGE(S) WHEN A HARDSHIP CAN BE DEMONSTRATED DUE TO PHYSICAL FEATURES OF THE LOT.
- CARPORTS ARE NOT PERMITTED.
- GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY-FIVE FEET.
- GLASS IN GARAGE DOORS IS NOT PERMITTED.

F. DRIVEWAYS

DRIVEWAYS ARE REQUIRED ON EACH LOT, AND SHALL BE CONSTRUCTED OF ALL WEATHER SURFACE SUCH AS ASPHALT, CONCRETE, BRICK, OR OTHER MASONRY MATERIALS ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE. DRIVEWAYS MUST EXTEND FROM STREET TO GARAGE DOOR OPENING.

G. PRE-EXISTING BUILDINGS

NO PRE-EXISTING OR OFFSITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

H. OUT BUILDINGS

OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE.

I. GARAGE/YARD SALES

GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER PROPERTY OWNER EACH TWELVE (12) MONTH PERIOD UNLESS APPROVED BY THE PROPERTY OWNERS' ASSOCIATION.

J. FENCES

- NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN J.5 BELOW.
- ALL PRIVACY FENCES FACING THE STREET MUST BE INSTALLED WITH THE GOOD SIDE FACING THE STREET.
- IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN J.4 BELOW.
- FENCES SHALL BE WOOD, BRICK, NATURAL STONE, OR WROUGHT IRON; IF A FENCE IS TO BE PAINTED THE ARCHITECTURAL COMMITTEE SHALL APPROVE THE COLOR, EXCEPT FOR BLACK OR DARK GRAY WROUGHT IRON.
- ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3 1/2) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
- FENCES MAY NOT EXCEED 6 FEET IN HEIGHT, AND MAY NOT BE HIGHER THAN THE ENTRY FENCING ON THE NORTH PROPERTY LINE (REAR) OF LOTS 1 THRU 5, BLOCK 1; AND LOTS 1 THRU 8, BLOCK 2. A PRIVACY FENCE MUST BE INSTALLED ON THE EAST PROPERTY LINE (REAR) OF LOTS 8 AND 9, BLOCK 2.
- BLACK WROUGHT IRON FENCING SHALL BE THE ONLY FENCING ALLOWED ON LOTS 1 THRU 22, IN BLOCK 4; AND LOTS 1, 2, 3, 14, 15, 16, AND 17, IN BLOCK 5. EXCEPT, LOTS 3 AND 14, IN BLOCK 5, MAY HAVE PRIVACY FENCING ON THE NORTH SIDE PROPERTY LINE, LOT 1, BLOCK 5, MAY HAVE PRIVACY FENCING ON THE WEST PROPERTY LINE, AND LOT 17, BLOCK 5, MAY HAVE PRIVACY FENCING ON THE SOUTH AND EAST PROPERTY LINE. LOT 21, BLOCK 2 SHALL HAVE WROUGHT IRON FENCING ON THE SOUTH PROPERTY LINE AND LOT 22, BLOCK 2 SHALL HAVE BLACK WROUGHT IRON FENCING ON THE NORTH PROPERTY LINE.

K. SCREENING OF GROUND MOUNTED EQUIPMENT

SCREENING OF GROUND MOUNTED EQUIPMENT: HVAC, SOLAR HEATING EQUIPMENT, AND POOL EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY OWNERS WITH SUFFICIENT LANDSCAPING OR FENCING.

L. ROOF

RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 7/12. PORCHES OR COVERED PATIOS MAY HAVE A 4/12 PITCH. A ROOF PITCH OF LESS THAN 4/12 IS NOT PERMITTED. A WAIVER MAY BE GRANTED, UPON WRITTEN REQUEST TO THE ARCHITECTURAL COMMITTEE, TO RECOGNIZE SIGNIFICANT ARCHITECTURAL STYLES.

1. ROOF MATERIAL. ROOFS SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 30 YEAR OR GREATER RATING, AND THE COLOR SHALL BE "WEATHERED WOOD". THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON WRITTEN REQUEST ONLY, EXCEPTIONS TO THE ROOF MATERIAL. APPROVAL MAY BE GRANTED WHEN DEEMED APPROPRIATE BY THE COMMITTEE TO RECOGNIZE HISTORICAL ARCHITECTURAL STYLES, OR SIGNIFICANT PHYSICAL CHARACTERISTICS OF A HOUSE PLAN OR BUILDING.

2. ROOF MOUNTED EQUIPMENT. ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL, AIR CONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SATELLITE DISHES.

3. ROOFTOP PROTRUSIONS. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED FLAT BLACK.

M. SIDE YARDS

MINIMUM SIDE YARD SET BACK SHALL BE 7 FEET ON EACH SIDE, EXCEPT FOR THE FOLLOWING LOTS WHICH SHALL BE 5 FEET: BLOCK 1 - WEST LINE OF LOTS 1, 14, AND 15; BLOCK 2 - EAST LINE OF LOT 14 AND NORTH LINE OF LOT 24; BLOCK 3 - SOUTH LINE OF LOT 1 AND EAST LINE OF LOT 7; BLOCK 4 - EAST LINE OF LOT 4 AND WEST LINE OF LOTS 11 AND 15; BLOCK 5 - SOUTH LINE OF LOTS 8 AND 9 AND WEST LINE OF LOT 21; BLOCK 6 - SOUTH LINE OF LOT 1 AND NORTH LINE OF LOT 5.

N. POOLS

OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. A TEMPORARY CHILD'S WADING OR PLAY POOL IS PERMITTED. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETScape.

O. LIGHTING

EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.

P. ANTENNAS

OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN SMALL (LESS THAN 20") SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD IT'S VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL.

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

R. CLEAN LOTS

THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS.

S. CLOTHES LINES

NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

T. UPKEEP

ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

Deed of Dedication and Restrictive Covenants

Southern Trails Estates

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING ~~A PART~~
~~OF~~ THE NW/4 NE/4 OF SECTION TWENTY-NINE (29). TOWNSHIP 18 NORTH, RANGE 14
EAST, OF THE INDIAN BASE AND MERIDIAN.

U. SIGNS

NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE". THE ARCHITECTURAL COMMITTEE MAY APPROVE OTHER SIGNS UPON WRITTEN REQUEST. THE DEVELOPER, AT ITS OWN DISCRETION, MAY INSTALL ANY SIGN SO LONG AS IT IS FOR THE MARKETING OF THE DEVELOPMENT.

V. MAILBOX

SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN SOUTHERN TRAILS ESTATES, BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN SOUTHERN TRAILS ESTATES SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 6 FEET FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

W. FIREPLACE

FIREPLACE CHIMNEYS FRONTING ON ANY STREET, WHETHER PRE-FAB OR FULL MASONRY, SHALL BE VENEERED WITH BRICK, STONE, OR STUCCO. ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE AN ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP.

X. STORAGE AND MATERIALS

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITHIN NINE (9) MONTHS. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Y. LANDSCAPE

ALL LOTS SHALL BE SODDED AND LANDSCAPED WITHIN 60 DAYS OF OCCUPANCY OR 60 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST.

Z. PRESERVATION OF TREES

IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES IN ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

AA. MINIMUM TREES

IF A LOT IN SOUTHERN TRAILS ESTATES DOES NOT HAVE A MINIMUM OF 2 EXISTING TREES IN WHAT WILL BE THE FRONT YARD AND 2 EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 3" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE. ONE OF THE TREES IN THE FRONT YARD MAY BE AN ORNAMENTAL VARIETY AND THE 3" CALIPER DOES NOT APPLY TO THAT TREE.

BB. IRRIGATION SYSTEMS

EACH PROPERTY OWNER SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND IRRIGATION OR SPRINKLING SYSTEM FOR THE PURPOSE OF PROPERLY IRRIGATING AND WATERING THE TREES AND LANDSCAPING.

CC. DRAINAGE

EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT THE CITY OF BROKEN ARROW. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THEIR LOT IS GRADED IN ACCORDANCE WITH SAID GRADING PLAN. IF IT IS DISCOVERED THAT A LOT HAS NOT BEEN GRADED PROPERLY, THE PROPERTY OWNER WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN.

DD. RETAINING WALLS

RETAINING WALLS SHALL BE BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

EE. WASHING OUT OF CONCRETE TRUCKS OR CONCRETE SPILLS

READY MIX CONCRETE TRUCKS MAY WASH OUT ONLY ON THE PROPERTY IN WHICH THE CONCRETE IS BEING USED. PROPERTY OWNERS SHALL BE RESPONSIBLE TO OTHER PROPERTY OWNERS FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT REMAINS ON THEIR LOT. THE INTENDED PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

FF. GARBAGE

GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM STREET VIEW, EXCEPT WITHIN 24 HOURS OF CURBSIDE COLLECTION.

GG. SIDEWALKS

IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION TO ESTABLISH A POLICY AND PROCEDURE WHEREBY SIDEWALKS SHALL BE MAINTAINED.

HH. ELEVATIONS

RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.

II. ANIMALS

NO LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

JJ. WINDOWS

IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE, THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

KK. NOISE

EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENTS' PROPERTY IS NOT PERMITTED.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SOUTHERN TRAILS ESTATES HEREINAFTER REFERRED TO AS THE "HOMEOWNERS ASSOCIATION", TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING, BUT NOT WITHOUT LIMITATION, COMMON AREAS, LANDSCAPING, FENCING, RESERVES, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SOUTHERN TRAILS ESTATES.

B. MEMBERSHIP

MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY TO EACH LOT OWNER IN SOUTHERN TRAILS ESTATES. MEMBERSHIP MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION.

C. DUES AND ASSESSMENT

DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES AND ASSESSMENTS.

D. COVENANT FOR ASSESSMENTS

THE OWNER OF EACH LOT, SUBSEQUENT TO THE DEVELOPER, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE HOMEOWNERS ASSOCIATION DUES AND ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN SOUTHERN TRAILS ESTATES. ANY ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

E. CERTAIN RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS.

1. SECTIONS I, II, AND III RESTRICTIONS WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. WITHIN THE PROVISIONS OF SECTION II. RESERVE AREAS 'A' AND 'B' STORMWATER DETENTION ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED WITHIN SECTION II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTIONS III HEREOF SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE ONLY BY THE OWNER OF A LOT AND/OR THE HOMEOWNERS ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH WITHIN SECTIONS I, II OR III, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT (AND IN THE CASE OF THE COVENANTS SET FORTH WITHIN SECTION I & SECTION II, FOR THE CITY OF BROKEN ARROW, OKLAHOMA) TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT AND/OR TO RECOVER DAMAGES. WITH THE EXCEPTION OF ACTIONS TO ENFORCE COVENANTS CONTAINED WITHIN SECTION I, PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THESE RESTRICTIONS, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OCCURRING, OR HAS OCCURRED, WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE RESTRICTIONS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION.

2. ENFORCEMENT BY JUDICIAL ACTION IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS ASSOCIATION, OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVE AREAS 'A' AND 'B' STORMWATER DETENTION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTIONS III MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST 1 LOT. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

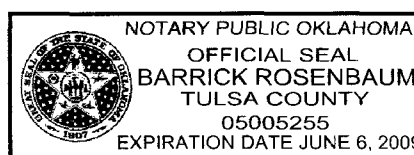
BY:

R. Brandon Perkins
R. BRANDON PERKINS, MANAGER
SOUTHERN TRAILS ESTATES, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF October, 2006, BY R. Brandon Perkins
AS MANAGER OF SOUTHERN TRAILS ESTATES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

Barrick Rosenbaum
BARRICK ROSENBAUM
NOTARY PUBLIC COMMISSION #05005255
MY COMMISSION EXPIRES JUNE 9, 2009



CERTIFICATE OF SURVEY

WE, HRAOK, INC. AND I, ALAN C. HALL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SOUTHERN TRAILS ESTATES", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS OF THIS 9th DAY OF October, 2006.

Alan C. Hall
ALAN C. HALL, PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1283

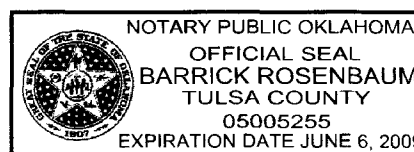
STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.



BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 9th DAY OF October, 2006, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

Barrick Rosenbaum
BARRICK ROSENBAUM
NOTARY PUBLIC COMMISSION #05005255
MY COMMISSION EXPIRES JUNE 9, 2009



APPROVED 4-17-06 by the City
Council of the City of Broken Arrow,
Oklahoma.
Richard Carter 10-27-06
Mayor
Brian C. Aguirre
Attest: City Clerk 10-27-06

ORDINANCE NO. 2617

An ordinance amending the Broken Arrow Zoning Code, by amending Article III, Sections 1.2 and 2.4; and by creating Article VI, Section 4A; all creating the Zoning District of R-2S; establishing yard requirements, lot sizes, and bulk requirements; repealing all ordinances to the contrary and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Article III, Section 1.2 and 2.4 Of the Broken Arrow Zoning Code are hereby amended to read as follows:

1.2 - The Zoning Districts set forth below are hereby established. The District symbol is in the column to the left.

A-1	General Agricultural District
R-E	Estate, One-Family Residence District
R-1	One-Family Residence District
*R-1S	One-Family Residence District (R-1 small)
R-2	One-Family Residence District
R-2S	One-Family Residence District (R-2 small)
R-3	One-Family Residence District
R-3S	One-Family Residence District (R-3 small)
R-4	Two-Family Residence District
R-5	Multiple Family Residence District
R-6	Multiple Family Residence District
RMH	Mobile Home Park District
O-1	Central Office District
O-1P	Central Office District with Parking
O-2	Office Park District Planned
O-3	Neighborhood Office District
C-1	Central Business District
C-1P	Central Commercial District with Parking
C-2	Planned Shopping Center District
C-3	Neighborhood Convenience Shopping District
C-4	Automotive Sales and Service District
C-5	Highway Commercial and Commercial Recreation District
I-S	Service and Light Industrial District
I-1	Light Industrial District
I-2	Heavy Industrial District

2.4 - "R-2" AND "R-2S" ONE FAMILY RESIDENCE DISTRICT

(a) PURPOSE OF R-2

The "R-2" One Family Residence District is established as a district in which the predominant use of land is for single-family dwellings. It is the purpose of this district to promote the construction of and the

continued use of the land for single-family dwellings with a greater density of land use than the minimum provision in the "R-1" district. The intent of this district further prohibits commercial and industrial use or any other use which would substantially interfere with the development or continuation of single family dwellings in this district. The intent further discourages any use in this district that would generate traffic or create congestion on neighborhood streets other than the normal traffic which serves the residents in the area. This district further discourages any use which, because of its character or size, would create additional requirements and costs for public services which are in excess of such requirements and costs if the district was developed solely for single family dwellings.

(b) PURPOSE OF R-2S

The "R-2S" One Family Residence District is designed specifically to provide an area for single-family housing with a smaller side yard requirement than permitted in the "R-2" district. It is the purpose of this district to promote the construction of and the continued use of the land for single-family dwellings with a greater density of land use than the minimum provision in the "R-1" district. The intent of this district further prohibits commercial and industrial use or any other use which would substantially interfere with the development or continuation of single family dwellings in this district. The intent further discourages any use in this district that would generate traffic or create congestion on neighborhood streets other than the normal traffic which serves the residents in the area. This district further discourages any use which, because of its character or size, would create additional requirements and costs for public services which are in excess of such requirements and costs if the district was developed solely for single family dwellings.

SECTION II. Article VI, Section 4A Of the Broken Arrow Zoning Code is hereby created to read as follows:

SECTION 4A
R-2S, ONE FAMILY RESIDENCE DISTRICT

4A.1--PERMITTED USES

Permitted uses in the R-2S residence district are the same as those in the R-2 district.

4A.2--MINIMUM LOT SIZE

No dwelling or use shall be constructed or commenced in the R-2S district which does not conform with the following minimum requirements for lot size.

Single Family Dwelling:

Minimum Lot Area: 8,000 sq. ft.

Minimum Frontage: 70 feet*

Other Permitted Uses:

Minimum Lot area: 12,000 sq. ft.

Minimum Frontage: 200 feet

*The frontage of any wedge-shaped lot which meets the requirements of the minimum lot size may, however, be less than the minimum requirements as long as the front building line on the lot is a minimum of seventy (70) linear feet.

4A.3--MAXIMUM COVERAGE

The maximum coverage of any lot in the R-2S district shall not exceed fifty percent (50%) of the net lot area for interior lots nor sixty percent (60%) of the net lot area for corner lots.

4A.4--YARD REQUIREMENTS

The following minimum requirements for yards shall apply to any use that is constructed or commenced on a parcel of land in the R-2S district.

Single Family Dwelling:

Front Yard: 25 feet
Side Yard, Both: 10 feet
Side Yard, One: 5 feet
Rear Yard: 20 feet
Adjacent to an Arterial Road:
35 feet
40 feet Exterior/Abutting Another Public
Street or Alley: 25 feet

Other Permitted Uses:

Front Yard: 40 feet
Side Yard, Both: 40 feet
Side Yard, One: 20 feet
Rear Yard: 20% of the lot depth
Exterior/Abutting Public Street
Arterial or Alley:

4A.5 HEIGHT LIMIT

No dwelling in the R-2S district shall be constructed with a height in excess of fifty (50) feet from the mean lot elevation. No building for another use shall exceed thirty-five (35) feet or 125% of the setback, whichever is higher.

4.6--BULK LIMITATIONS (FLOOR AREA RATIO)

Bulk limitations in the R-2S district are governed by maximum coverage, yard requirements and height limitations.

SECTION III. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION IV. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 15th day of March, 2004.

DATED this 15th day of March, 2004.



(Seal) CITY CLERK

Richard M. Cantor
MAYOR

APPROVED:

Michael R. [Signature]
CITY ATTORNEY