

Line Table

| LINE | LENGTH(L) | BEARING |
|------|-----------|---------------|
| L1 | 42.32' | N 43°31'52" E |
| L2 | 30.03' | N 43°31'52" E |
| L3 | 42.53' | S 46°28'08" E |
| L4 | 30.26' | S 46°28'08" E |
| L5 | 15.00' | N 88°40'35" E |
| L6 | 15.00' | N 88°41'56" E |
| L7 | 22.54' | N 25°53'37" E |
| L8 | 16.63' | N 39°39'01" W |

Benchmark 1

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "542", SET SOUTHEAST OF THE INTERSECTION OF E 121ST ST S AND S 145TH E AVE.
(366994.652N, 2614820.011E)

ELEVATION = 670.66 (NAVD 88)

Benchmark 2

SPIKE FOUND IN WEST SIDE OF POWER POLE APPROX 2' ABOVE GROUND LOCATED ON THE WEST SIDE OF S 145TH E AVE AND APPROX 490' NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, T 17 N, R 14 W.
(364241.20N, 2614838.76E)

ELEVATION = 650.27 (NAVD 88)

Curve Table

| CURVE | LENGTH(L) | RADIUS(R) | DELTA(Δ) | CHORDBRG(CB) | CHORDDIS(CD) |
|-------|-----------|-----------|------------|--------------|--------------|
| 1 | 39.27' | 25.00' | 90°00'00" | N43°40'35"E | 35.36' |
| 2 | 39.27' | 25.00' | 90°00'00" | N46°19'25"W | 35.36' |
| 3 | 16.09' | 25.00' | 36°52'12" | N19°45'31"W | 15.81' |
| 4 | 142.89' | 50.00' | 163°44'23" | N43°40'35"E | 98.99' |
| 5 | 16.09' | 25.00' | 36°52'12" | N72°53'19"W | 15.81' |
| 6 | 16.09' | 25.00' | 36°52'12" | N70°14'29"E | 15.81' |
| 7 | 142.89' | 50.00' | 163°44'23" | N46°19'25"W | 98.99' |
| 8 | 16.09' | 25.00' | 36°52'12" | N17°06'41"E | 15.81' |
| 9 | 52.13' | 75.00' | 39°49'17" | N18°35'14"E | 51.08' |
| 10 | 105.04' | 125.00' | 48°08'47" | N22°44'59"E | 101.98' |
| 11 | 19.05' | 25.00' | 43°39'57" | N24°59'23"E | 18.60' |
| 12 | 240.48' | 50.00' | 275°34'12" | N39°03'29"W | 67.19' |
| 13 | 26.28' | 25.00' | 60°13'45" | N68°36'44"E | 25.09' |

Backflow Preventer Table

| BLOCK | LOT | PAD ELEV | HIGHEST ADJACENT RIM ELEVATION |
|-------|-----|----------|--------------------------------|
| 1 | 1 | 643.80 | 646.40 |
| 1 | 2 | 643.95 | 647.90 |
| 1 | 3 | 643.95 | 648.00 |
| 1 | 4 | 644.30 | 648.00 |
| 1 | 5 | 644.50 | 653.10 |
| 1 | 6 | 647.40 | 653.10 |
| 2 | 1 | 648.80 | 653.10 |
| 2 | 2 | 647.80 | 653.10 |
| 2 | 17 | 630.50 | 635.90 |
| 2 | 18 | 641.10 | 648.20 |
| 2 | 19 | 644.40 | 648.20 |
| 3 | 1 | 644.45 | 647.00 |
| 3 | 2 | 645.10 | 647.00 |
| 3 | 7 | 645.80 | 647.00 |
| 3 | 8 | 644.70 | 647.00 |
| 3 | 9 | 643.40 | 647.00 |
| 3 | 10 | 642.50 | 647.00 |
| 3 | 11 | 644.10 | 647.00 |
| 3 | 12 | 645.60 | 647.00 |
| 3 | 15 | 646.90 | 647.00 |
| 3 | 16 | 645.70 | 647.00 |
| 3 | 17 | 644.60 | 647.00 |
| 3 | 18 | 644.20 | 647.00 |
| 4 | 1 | 644.80 | 648.20 |
| 4 | 2 | 646.30 | 648.20 |
| 4 | 3 | 647.50 | 648.20 |
| 4 | 4 | 647.45 | 648.20 |
| 4 | 5 | 646.50 | 648.20 |
| 4 | 6 | 645.35 | 648.20 |
| 4 | 10 | 644.46 | 646.44 |
| 4 | 11 | 645.15 | 646.44 |

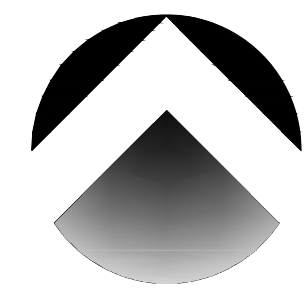
* BACKFLOW PREVENTER REQUIRED

CONDITIONAL FINAL PLAT

Aspen Ridge

PUD 244

ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 SW/4 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

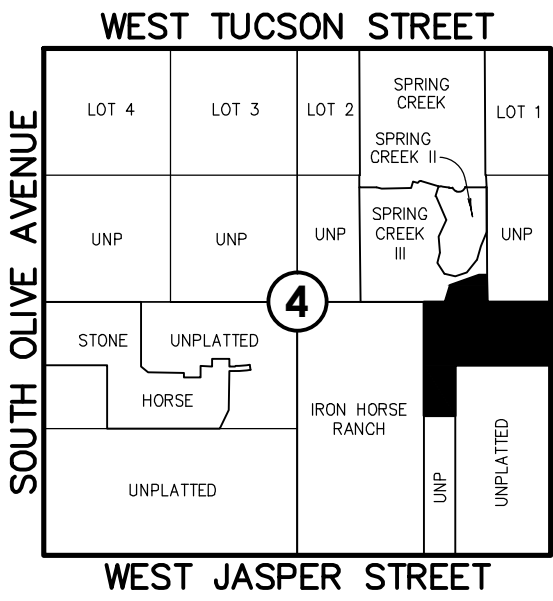


NORTH

Scale: 1"= 100'

Tanner Consulting

R 14 E



Location Map

Scale: 1"= 200'

SUBDIVISION CONTAINS:

FIFTY-FOUR (54) LOTS
IN FOUR (4) BLOCKS & FOUR (4) RESERVES
GROSS SUBDIVISION AREA: 26.292 ACRES

LEGEND

| | |
|-----------|----------------------------------|
| B/L | BUILDING LINE |
| B/U | BUILDING LINE & UTILITY EASEMENT |
| BK PG | BOOK & PAGE |
| CB | CHORD BEARING |
| CD | CHORD DISTANCE |
| CL | CENTERLINE |
| DOC | DOCUMENT |
| ESMT | EASEMENT |
| IPSYC | IRON PIN SET WITH YELLOW CAP |
| LNA | LIMITS OF ACCESS |
| O.D.E. | OVERLAND DRAINAGE EASEMENT |
| R.A. | RESTRICTED ACCESS - SEE NOTE 4 |
| SEP INSTR | SEPARATE INSTRUMENT |
| U/E | UTILITY EASEMENT |
| 18245 | ASSIGNED ADDRESS |

SURVEYOR/ENGINEER:

Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

OWNER:

Stone Horse Development, LLC

CONTACT: BRIAN DOYLE
12150 E. 96th St. N Suite 200
Owasso, Oklahoma 74055
Phone: (918)376-6533

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - FOUND BRASS CAP, MARKED LS623, AT THE SOUTHEAST CORNER OF SECTION 4;
 - FOUND 5/8" REBAR WITH CAP, MARKED LS1253, AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) OF SECTION 4; THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°36'53" WEST.
- WHERE BUILDING SETBACK IS LESS THAN 25 FEET FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO ABUTTING STREET.
- ACCESS AT THE TIME OF THE PLAT IS PROVIDED BY SOUTH ASPEN AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL AREAS WITH STRUCTURAL DEVELOPMENT ARE OUTSIDE THE BOUNDARY OF THE 100-YEAR FLOODPLAIN IN ACCORDANCE WITH FEMA LOMA CASE NUMBER 12-06-3225P.
- 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 A LEGAL DESCRIPTION.

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor

Attest: City Clerk

Aspen Ridge

CASE NO. PT15-120
SHEET 1 OF 3

DATE OF PREPARATION: June 21, 2016

CONDITIONAL FINAL PLAT

Aspen Ridge

PUD 244

ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 SW/4 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
ASPEN RIDGE

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE DEVELOPMENT, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 SW/4 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N/2 NE/4 SE/4; THENCE SOUTH 1°36'53" EAST AND ALONG THE EAST LINE OF THE N/2 NE/4 SE/4, FOR A DISTANCE OF 661.83 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°41'56" WEST AND ALONG THE SOUTH LINE OF THE N/2 NE/4 SE/4, FOR A DISTANCE OF 991.11 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID W/2 SW/4 NE/4 SE/4; THENCE SOUTH 1°38'22" EAST AND ALONG THE EAST LINE OF THE W/2 SW/4 NE/4 SE/4, FOR A DISTANCE OF 525.56 FEET; THENCE SOUTH 88°21'30" WEST FOR A DISTANCE OF 330.21 FEET TO A POINT ON THE WEST LINE OF THE W/2 SW/4 NE/4 SE/4; THENCE NORTH 1°38'49" WEST AND ALONG SAID WEST LINE AND THE WEST LINE OF THE N/2 NE/4 SE/4, FOR A DISTANCE OF 1188.87 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°40'37" EAST AND ALONG THE NORTH LINE OF THE N/2 NE/4 SE/4, FOR A DISTANCE OF 221.86 FEET TO A POINT, SAID POINT BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF "SPRING CREEK III OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6680); THENCE NORTH 15°06'15" EAST AND ALONG THE SOUTH LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 183.14 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 69°40'33" EAST FOR A DISTANCE OF 323.57 FEET; THENCE CONTINUING ALONG THE SOUTH LINE NORTH 88°22'12" EAST FOR A DISTANCE OF 79.83 FEET TO A POINT ON THE EAST LINE OF SAID W/2 SE/4 NE/4; THENCE SOUTH 1°37'50" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 281.47 FEET TO A POINT ON SAID NORTH LINE OF THE N/2 NE/4 SE/4; THENCE NORTH 88°40'35" EAST AND ALONG THE NORTH LINE, FOR A DISTANCE OF 660.85 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,145,283 SQUARE FEET, OR 26.292 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- FOUND BRASS CAP, MARKED LS623, AT THE SOUTHEAST CORNER OF SECTION 4;
- FOUND 5/8" REBAR WITH CAP, MARKED LS1253, AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) OF SECTION 4;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°36'53" WEST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ASPEN RIDGE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF ENSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER OR OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE PUBLIC STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE.

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE SOUTH ASPEN AVENUE RIGHT-OF-WAY DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B CONCERNING ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES.

- EACH OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, THE PUBLIC SANITARY SEWER MAIN, AND STORM SEWERS LOCATED ON SUCH LOT.
- WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED.

- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH OWNER, OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE.

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF 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 SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D 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. 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 SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING, WALLS, FENCING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE PAVING, WALLS, FENCING LANDSCAPING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. SIDEWALKS.

- INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.
- SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG SOUTH ASPEN AVENUE AND ALL STREETS ADJACENT TO RESERVE AREAS A, B, AND C.

H. LIMITS OF NO ACCESS.

- THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA"), EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.
- WHERE THE BUILDING SETBACK IS LESS THAN 25 FEET FROM A STREET RIGHT-OF-WAY LINE, VEHICULAR ACCESS IS PROHIBITED FROM THE ABUTTING STREET.
- THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

I. OVERLAND DRAINAGE EASEMENTS

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL OVERLAND DRAINAGE EASEMENT ON, OVER, AND ACROSS THOSE AREAS WITHIN RESERVE A AS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "O.D.E." FOR THE PURPOSE OF PROVIDING EQUIPMENT ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF THE FEMA FLOODPLAIN AND OVERLAND DRAINAGE AREAS LOCATED WITHIN SAID EASEMENT, BY THE OWNER THEREOF OR ITS DESIGNATED CONTRACTOR.
- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
- OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE LOT OWNER AT THE LOT OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER SUCH EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. RESERVE AREAS

A. RESERVE A

RESERVE A IS DESIGNATED TO BE USED AS A UTILITY AND OVERLAND DRAINAGE EASEMENT AND FOR UNINHIBITED ACCESS TO THE FEMA FLOODPLAIN AND OVERLAND DRAINAGE AREAS FOR ROUTINE INSPECTION AND MAINTENANCE BY THE OWNER THEREOF, OR THE OWNER'S DESIGNATED CONTRACTOR.

B. RESERVE B AND RESERVE C

THESE RESERVE AREAS ARE DESIGNATED TO BE USED AS A UTILITY EASEMENT AND FOR RECREATIONAL SPACE INCLUDING BUT NOT LIMITED TO LANDSCAPING FEATURES, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AFTER WHICH POINT SAID HOMEOWNERS' ASSOCIATION SHALL OWN AND MAINTAIN RESERVES B AND C.

C. ALL RESERVE AREAS

- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION, ITS GRANTEES, SUCCESSORS, AND ASSIGNS. SEE SECTION IV FOR ADDITIONAL DETAILS AND REQUIREMENTS. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.
- IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION 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 THE COSTS SHALL BE A LIEN AGAINST EACH OWNER WITHIN THE SUBDIVISION. SUCH LIENS MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; AS AN ALTERNATIVE TO SUCH LIENS, THE CITY OF BROKEN ARROW OR THE BROKEN ARROW ENGINEERING AND CONSTRUCTION DEPARTMENT MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor _____

Attest: City Clerk _____

Aspen Ridge
CASE NO. PT15-120
SHEET 2 OF 3

DATE OF PREPARATION: June 21, 2016

CONDITIONAL FINAL PLAT

Aspen Ridge

PUD 244

ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 SW/4 NE/4 SE/4) AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

WHEREAS, ASPEN RIDGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT 244 (DESIGNATED AS PUD NO. 244) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 8 OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON JANUARY 05, 2016; AND

WHEREAS, PUD NO. 244 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON DECEMBER 03, 2015 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JANUARY 05, 2016; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. 244 FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL - DEVELOPMENT AREA "A"

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-3 DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN.

B. DEVELOPMENT STANDARDS - DEVELOPMENT AREA "A"

- | | | |
|----|--|--|
| 1. | AREA: | 20.412 ACRES |
| 2. | PERMITTED USES: | THOSE USES PERMITTED AS A MATTER OF RIGHT IN RS-3 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, SECURE ENTRANCES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. |
| 3. | MINIMUM YARD | |
| | MAXIMUM NUMBER OF LOTS: | 66 LOTS |
| | MINIMUM LOT WIDTH: | 60 FT |
| | MINIMUM LOT SIZE: | 7,000 SF |
| 4. | OFF-STREET PARKING: | |
| | MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. | |
| 5. | MINIMUM YARD REQUIREMENTS: | |
| | FRONT YARD: | 25 FT |
| | REAR YARD: | 20 FT |
| | REAR YARD ABUTTING SOUTH ASPEN AVENUE: | 35 FT* |
| | SIDE YARD ABUTTING A STREET: | 15 FT** |
| | SIDE YARD <u>NOT</u> ABUTTING A STREET: | 5 FT*** |
| | * 35 FEET SHALL BE MEASURED FROM THE ULTIMATE RIGHT-OF-WAY LINE OF SOUTH ASPEN AVENUE. | |
| | ** NO VEHICULAR ACCESS SHALL BE ALLOWED TO THE LOT FROM THIS SIDE. THE JOG IN THE FRONT YARD BETWEEN TWO LOTS SHALL NOT EXCEED FIVE (5) FEET. | |
| | *** A MINIMUM OF TEN (10) FEET OF SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS. | |
| 6. | 100-YEAR FLOODPLAIN: | |
| | ALL LOTS IN DEVELOPMENT AREA "A" SHALL BE LOCATED OUTSIDE OF THE FEMA-DESIGNATED 100-YEAR FLOODPLAIN. | |
| 7. | STREETS: | |
| | STREETS WITHIN THE SUBDIVISION SHALL BE PLACED IN A FIFTY (50) FOOT RIGHT-OF-WAY, WITH A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BROKEN ARROW FOR MINOR RESIDENTIAL STREETS. ACCESS INTO THE SUBDIVISION WILL BE FROM SOUTH ASPEN AVENUE, WITH STUB STREETS FOR FUTURE CONNECTIVITY TO THE UNPLATTED TRACTS TO THE NORTH AND SOUTH. | |
| 8. | SIGNS: | |
| | TWO (2) SIGNS SHALL BE PERMITTED ALONG THE SOUTH ASPEN AVENUE FRONTAGE, NOT TO EXCEED THIRTY-SIX (36) SQUARE FEET IN SIZE, AND SIX (6) FEET IN HEIGHT EACH. | |

9. FENCING:

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK CHAIN LINK. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND HALF-WAY BETWEEN THE BUILDING LINE AND PROPERTY LINES. FENCING ALONG SOUTH ASPEN AVENUE SHALL BE SIX (6) FEET IN HEIGHT AND CONSIST OF WOOD, MASONRY OR WROUGHT IRON MATERIAL OR A COMBINATION THEREOF, AND FURTHER MEET THE REQUIREMENTS OF SECTION 5.2.E OF THE BROKEN ARROW ZONING ORDINANCE. A MANDATORY HOMEOWNERS' ASSOCIATION SHALL BE CREATED THAT WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCE. DESIGN DETAILS FOR THE SOUTH ASPEN AVENUE FENCE WILL BE INCLUDED WITH THE LANDSCAPE PLAN SUBMITTED TO THE CITY OF BROKEN ARROW FOR APPROVAL.

10. LIVABILITY SPACE:

LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE SUBDIVISION, AS PER SECTION 4.1.E.D OF THE BROKEN ARROW ZONING CODE.

11. LANDSCAPING:

A LANDSCAPE RESERVE AREA OF AT LEAST TEN (10) FEET IN WIDTH SHALL BE PROVIDED ADJACENT TO SOUTH ASPEN AVENUE. WITHIN THE LANDSCAPE AREA, AT LEAST ONE (1) TREE PER FIFTY (50) LINEAR FEET SHALL BE INSTALLED. THE LANDSCAPE RESERVE AND ASSOCIATED LANDSCAPING SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

C. GENERAL - DEVELOPMENT AREA "B"

DEVELOPMENT AREA "B" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE FD DISTRICT OF THE BROKEN ARROW ZONING ORDINANCE.

D. DEVELOPMENT STANDARDS - DEVELOPMENT AREA "B"

- | | | |
|----|-----------------|---|
| 1. | PERMITTED USES: | OPEN SPACE AND PASSIVE RECREATIONAL USES. |
| 2. | AREA: | 5.881 ACRES |
| 3. | FENCING: | NO INTERIOR FENCING OR WALLS SHALL BE CONSTRUCTED WITHIN DEVELOPMENT AREA "B" THAT WOULD OBSTRUCT THE NATURAL OVERLAND FLOW OF DRAINAGE ALONG THE FLOODPLAIN AREAS. TRAILS ARE ALLOWED WITHIN DEVELOPMENT AREA "B". |
- SECTION IV. HOMEOWNERS' ASSOCIATION.
- A. FORMATION.
- THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, THE ASPEN RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND ANY OTHER COMMON AREAS WITHIN ASPEN RIDGE WHICH SHALL BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION, AND ANY OTHER COMMON AREAS WITHIN ANY ADJACENT RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.
- B. MEMBERSHIP.
- EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION. EACH LOT SHALL BE ALLOCATED ONE (1) VOTE IN THE HOMEOWNERS' ASSOCIATION.
- C. ASSESSMENT.

EACH RECORD OWNER OF A LOT WITHIN ASPEN RIDGE, AND WITHIN ANY ADJACENT RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION, SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, INCLUDING BUT NOT LIMITED TO THE RESERVE AREAS, DRAINAGE FACILITIES, ENTRANCES, LANDSCAPING, AND OTHER COMMON AREAS.

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

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, 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 COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER/DEVELOPER OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF: THE PREVAILING PARTY IN ANY SUCH SUIT SHALL BE ENTITLED TO RECOVER A REASONABLE ATTORNEY'S FEE AND THE COSTS OF THE ACTION.

WITHIN THE PROVISIONS OF SECTION I., STREETS AND UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS, AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO, WHICH COVENANTS SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH WITHIN SECTION I., THE CITY OF BROKEN ARROW SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF.

B. DURATION.

THESE RESTRICTIONS, 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 SOONER TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTIONS I., II., AND III. HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW CITY COUNCIL OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW. THE COVENANTS WITHIN SECTIONS IV. AND V. HEREIN MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH TIME AS THE OWNER/DEVELOPER OWNS ANY LOT IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION; PROVIDED, HOWEVER, THAT SO LONG AS THE OWNER/DEVELOPER OWNS ANY LOT IN THE SUBDIVISION, ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE OWNER/DEVELOPER. THE OWNER/DEVELOPER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE AS MAY BE ESTABLISHED BY SUBSEQUENT, SEPARATE INSTRUMENT. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

D. SEVERABILITY.

INVALIDATION OF ANY COVENANT OR 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.

IN WITNESS WHEREOF, STONE HORSE DEVELOPMENT, LLC., HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2016.

STONE HORSE DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
PETE KOURTIS
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 _____, 2016, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, LLC TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF STONE HORSE DEVELOPMENT, LLC, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ASPEN RIDGE", A SUBDIVISION WITHIN 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.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2016.

BY: _____
DAN E. TANNER,
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

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 _____, 2016, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor

Attest: City Clerk

Aspen Ridge
CASE NO. PT15-120
SHEET 3 OF 3