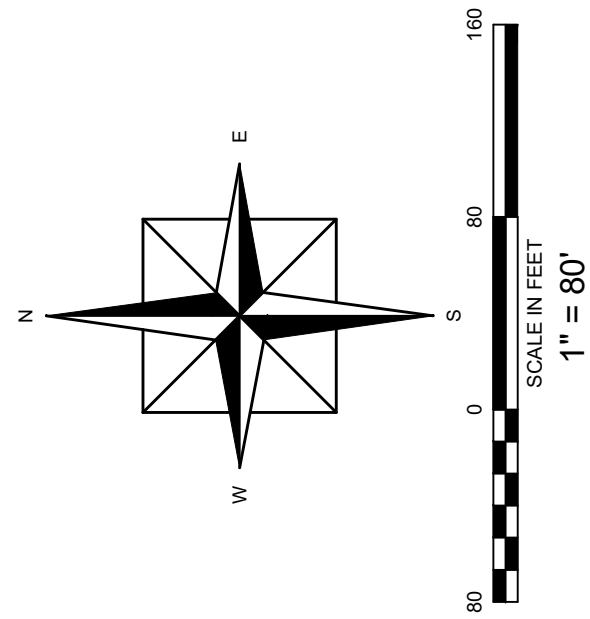


OWNER/DEVELOPER
ASPEN MEADOWS LLC
A DELAWARE LIMITED LIABILITY COMPANY
4200 E. SKELLY DRIVE
TULSA, OKLAHOMA 74135
PHONE: (918) 492-1983

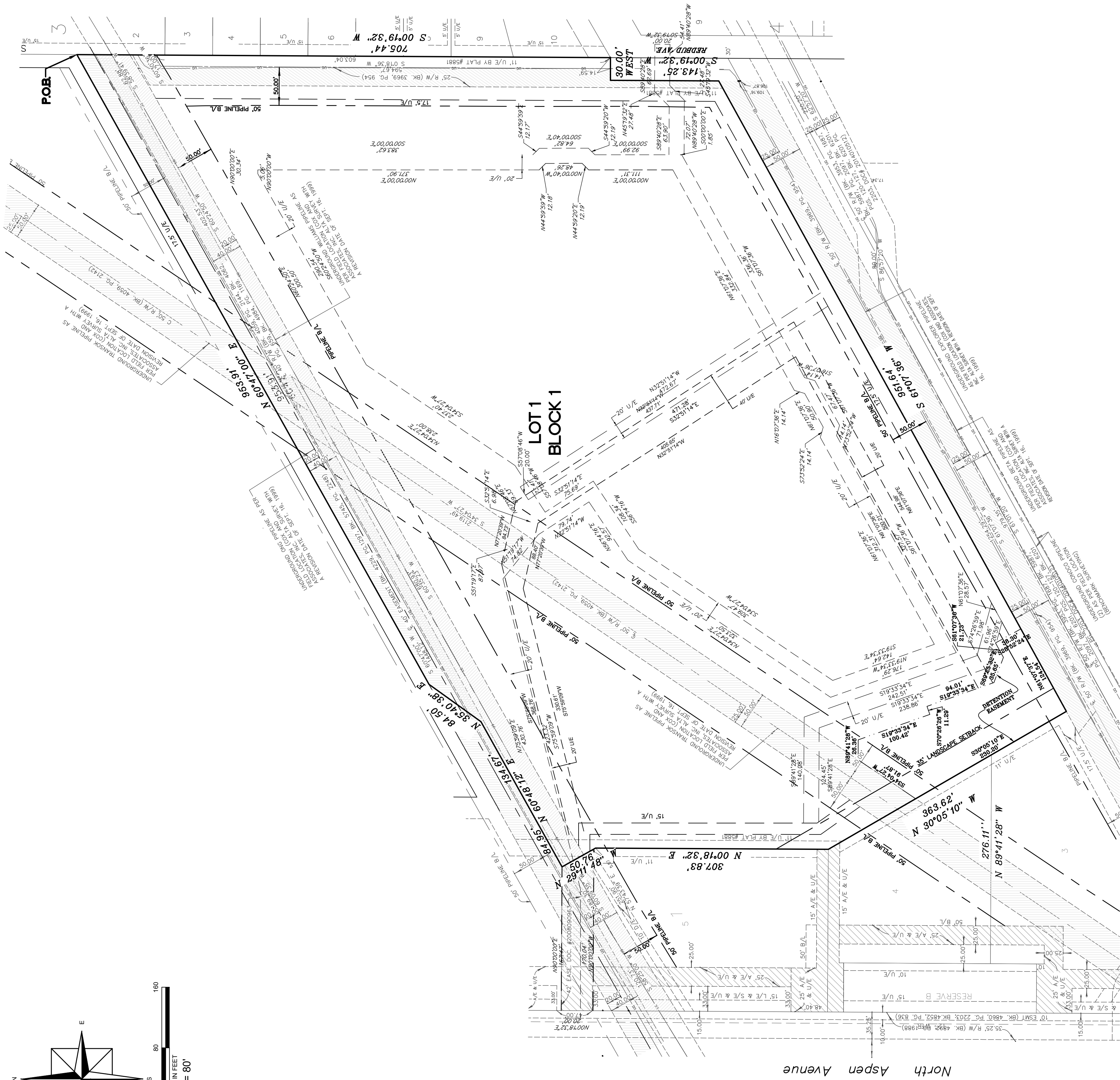
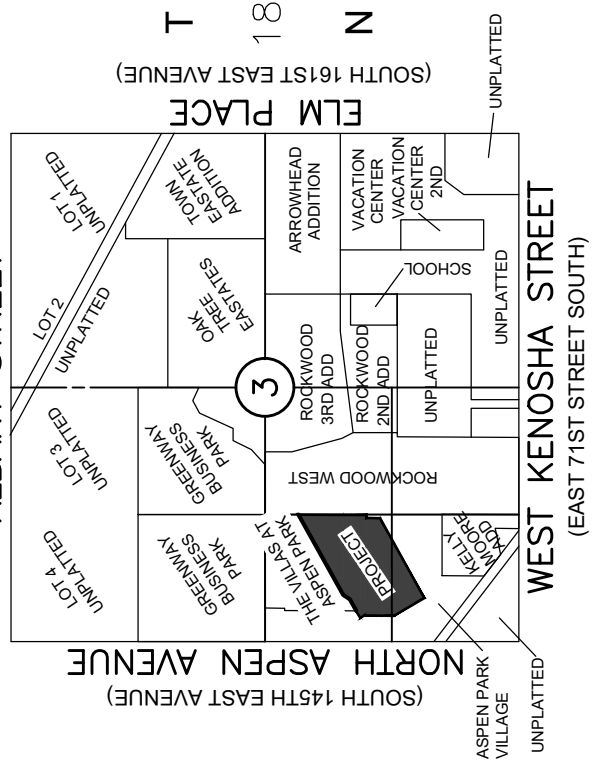
ENGINEER/SURVEYOR
TUTTLE & ASSOCIATES, INC.
P.O. Box 471313
TULSA, OKLAHOMA 74147
PHONE: (918) 663-5567
CERTIFICATE OF AUTHORITY CA 465
EXPIRATION 6-30-21

FINAL PLAT
OF
ASPEN MEADOWS
RESERVE I AND A PART OF LOT 1, BLOCK 4
Aspen Park Village
A PART OF THE W/2 OF SW/4 OF SECTION 3, T-18-N, R-14-E
AN ADDITION TO THE CITY OF BROKEN ARROW
TULSA COUNTY, OKLAHOMA
P.U.D. No: 118E



NOTE:
ADDRESS IS AS FOLLOWS:
OFFICE/CLUBHOUSE =
1216 W. PRINCETON CIRCLE

Location Map
SCALE: 1"=2000'
GROSS LAND AREA: 18.72 ACRES
815,579.87 S.F.



LEGAL DESCRIPTION
ASPEN MEADOWS

Reserve I of ASPEN PARK VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma according to Final Plat 5581 recorded in the records of the Tulsa County Clerk.

AND

A tract of land being a part of Lot 1 of Block 4 of ASPEN PARK VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma according to Final Plat 5581 recorded in the records of the Tulsa County Clerk. Said tract being more particularly described as follows, to-wit:

BEGINNING at the Southeast Corner of Lot 1 of Block 1 of THE VILLAS AT ASPEN PARK A REPLAT OF BLOCKS 2, 3 AND PART OF BLOCK 4 OF ASPEN PARK VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma according to Doc # 6251 recorded in the records of the Tulsa County Clerk;

THENCE S 00° 19' 32" W along the easterly boundary of Lot 1 of Block 4 of ASPEN PARK VILLAGE for a distance of 705.44';

THENCE Due West along said easterly boundary for a distance of 30.00 feet; THENCE S 00° 19' 32" W along said easterly boundary for a distance of 143.25 feet;

THENCE leaving said easterly boundary on a bearing of S 61° 07' 36" W for a distance of 951.64 feet to a point on the westerly boundary of said Lot 1 of Block 4 of ASPEN PARK VILLAGE;

THENCE N 00° 18' 32" W along the westerly boundary of said Lot 1 of Block 4 for a distance of 363.62 feet; THENCE N 00° 18' 32" E along the westerly boundary of said Lot 1 of Block 4 for a distance of 307.83 feet to the common corner of Lot 1 of Block 4 of and Reserve I of said ASPEN PARK VILLAGE;

THENCE S 89° 41' 28" E along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 90.01 feet;

THENCE S 00° 18' 32" W along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 95.00 feet;

THENCE S 89° 41' 28" E along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 115.00 feet;

THENCE N 00° 18' 32" E along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 180.00 feet;

THENCE N 89° 41' 28" W along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 94.49 feet;

THENCE S 00° 18' 32" W along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 115.00 feet;

THENCE N 29° 11' 48" W along the southerly boundary of said Lot 1 of Block 4 for a distance of 32.20 feet to a point of intersection in the southerly boundary of Block 6 of said ASPEN PARK;

THENCE N 60° 48' 12" E along the southerly boundary of said Lot 1 of Block 1 for a distance of 84.95 feet to the southeast corner of said Lot 6 of Block 1 and the southwest corner of Lot 1 of THE VILLAS AT ASPEN PARK A REPLAT OF BLOCKS 2, 3 AND PART OF BLOCK 4 OF ASPEN PARK VILLAGE, an addition to the City of Broken Arrow;

THENCE continuing N 60° 48' 12" E along the southerly boundary of said Lot 1 of Block 1 for a distance of 134.67 feet;

THENCE N 35° 40' 38" E along said southerly boundary for a distance of 84.50 feet;

THENCE N 60° 47' 00" E along said southerly boundary for a distance of 953.91 feet to THE POINT OF BEGINNING.

Together with a non-exclusive Easement for a roadway created by Easement filed September 2, 2008 as Document #2008090963; as amended and Restated Easement and Access Agreement filed October 13th, 2016 as Document # 2016094747.

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 \$ _____ to be applied to 2020 taxes.

This certificate is NOT to be conditioned on payment of 2020 taxes in full but is given in order that this plat may be filed on record

2020 taxes could exceed the amount of the security deposit.

Dated _____, 2020

DENNIS SEMLER
TULSA COUNTY TREASURER

by _____ Deputy

STATE OF OKLAHOMA
COUNTY OF TULSA

I, Pat Key, Tulsa County Clerk, in and for said County, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office of said County.

Pat Key, TULSA COUNTY CLERK
2020

Deputy _____

APPROVED _____ by the City of Broken Arrow, Oklahoma.

Mayor: Craig Thurmond

Attest: City Clerk: Lisa Blackford

NOTES:

1. 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 DESCRIPTIONS.

2. BASIS FOR BEARINGS IS: THE NORTH LINE OF THE RECORDED PLAT OF KELLY-MOORE ADDITION IS ASSUMED DUE WEST.

3. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARD FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

B.M.
RAILROAD SPIKE IN POWER POLE APPROXIMATELY 28 FEET SOUTH OF THE SW CORNER OF LOT 3, BLOCK 1
ASPEN PARK VILLAGE
ELEVATION=731.57
NATIONAL GEODETIC VERTICAL DATUM OF 1929

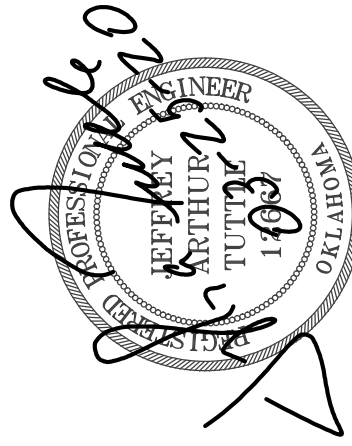
IRON PINS SET AT ALL PROPERTY CORNERS WITH PLASTIC CAPS MARKED WITH LS 1094

N
S
E
W
B/L
U/E
L.N.A.
P.O.B.
(7/6/19)

LEGEND

NORTH
SOUTH
EAST
WEST
BUILDING LINE
UTILITY EASEMENT
LIMITS OF NO ACCESS
POINT OF BEGINNING
STREET ADDRESS

CASE NUMBER (PT16-107)
DEVELOPMENT NUMBER (XX-XXX)
STORMWATER DETENTION DETERMINATION DD-60316-10



DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
ASPEN MEADOWS
PUD #118E

KNOW ALL MEN BY THESE PRESENTS

The Aspen Meadows L.L.C., a Delaware 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:

The following Tracts of Land in the SW/4 of Section 3, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, more particularly described as follows, to-wit:

Reserve I of ASPEN PARK VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma according to Final Plat # 5881 recorded in the records of the Tulsa County Clerk.

AND

A tract of land being a part of Lot 1 of Block 4 of ASPEN PARK VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma according to Final Plat # 5881 recorded in the records of the Tulsa County Clerk. Said tract being more particularly described as follows, to-wit:

BEGINNING at the Southeast Corner of Lot 1 of Block 1 of THE VILLAS AT ASPEN PARK A REPLAT OF BLOCKS 2, 3 AND PART OF BLOOCK 4 OF ASPEN PARK VILLAGE, an addition to the City of Broken Arrow, Tulsa County, Oklahoma according to Doc # 6251 recorded in the records of the Tulsa County Clerk;

THENCE S 00° 19' 32" W along the easterly boundary of Lot 1 of Block 4 of ASPEN PARK VILLAGE for a distance of 705.44; THENCE Due West along said easterly boundary for a distance of 30.00 feet; THENCE S 00° 19' 32" W along said easterly boundary for a distance of 143.25 feet; THENCE leaving said easterly boundary on a bearing of S 61° 07' 36" W for a distance of 951.64 feet to a point on the westerly boundary of said Lot 1 of Block 4 of ASPEN PARK VILLAGE; THENCE N 30° 05' 10" W along the westerly boundary of said Lot 1 of Block 4 for a distance of 363.62 feet; THENCE N 00° 18' 32" E along the westerly boundary of said Lot 1 of Block 4 for a distance of 307.83 feet to the common corner of Lot 1 of Block 4 of and Reserve I of said ASPEN PARK VILLAGE; THENCE S 89° 41' 28" E along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 90.01 feet; THENCE S 00° 18' 32" W along the common line of said Lot 1 of Block 4 with the westerly line of said Reserve I for a distance of 95.00 feet; THENCE S 89° 41' 28" E along the common line of said Lot 1 of Block 4 with the southerly line of said Reserve I for a distance of 115.00 feet; THENCE N 00° 18' 32" E along the common line of said Lot 1 of Block 4 with the easterly line of said Reserve I for a distance of 180.00 feet; THENCE N 89° 41' 28" W along the common line of said Lot 1 of Block 4 with the northerly line of said Reserve I for a distance of 92.49 feet; THENCE S 60° 48' 12" W along the common line of said Lot 1 of Block 4 with the northerly line of said Reserve I for a distance of 139.79 to the westerly line of said Lot 1 of Block 4; THENCE N 29° 11' 48" W along the westerly boundary of said Lot 1 of Block 4 for a distance of 32.20 feet to a point of intersection in the southerly boundary of Lot 6 of Block 1 of said ASPEN PARK; THENCE N 60° 48' 12" E along the southerly boundary of said Lot 6 of Block 1 for a distance of 84.95 feet to southeast corner of said Lot 6 of Block 1 and the Southeast corner of Lot 1 of THE VILLAS AT ASPEN PARK A REPLAT OF BLOCKS 2, 3 AND PART OF BLOCK 4 OF ASPEN PARK VILLAGE, an addition to the City of Broken Arrow; THENCE continuing N 60° 48' 12" E along the southerly boundary of said Lot 1 of Block 1 for a distance of 134.67 feet; THENCE N 35° 40' 38" E along said southerly boundary for a distance of 84.50 feet; THENCE N 60° 47' 00" E along said southerly boundary for a distance of 953.91 feet to THE POINT OF BEGINNING.

Together with a non-exclusive Easement for a roadway created by Easement filed September 2, 2008 as Document #2008090963; as amended by Amended and Restated Easement and Access Agreement filed October 13, 2016 as Document # 2016094747.

and has caused the above-described land to be surveyed, staked, platted and subdivided into one lot, one block and one reserve area in conformity with the accompanying plat and survey (hereinafter the "Plat") and has entitled and designated the subdivision as "ASPEN MEADOWS" a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (hereinafter the "Subdivision" or "ASPEN MEADOWS").

I. EASEMENTS AND UTILITIES

A. General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the Plat as "u/e" or "utility easement" for the several purposes of construction, 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 poles, masts and equipment for each of such utilities, and the easements therefor, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, that the Owner/Developer hereby reserves the right to construct and maintain water lines and sewer lines within the utility easements for the purpose of furnishing water and/or sewer service to areas within or outside the Plat and the Owner/Developer further reserves the right to construct and maintain within the utility easements, parking areas, landscaping, screening fences and walls and other non-obstructing improvements.

B. Underground Electric and Communication Service

1. Street light poles or standards may be served by underground cable, and elsewhere throughout the Subdivision all supply lines shall be located underground, in the easement--ways reserved for general utility services 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.

2. 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.

3. 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.

4. 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, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

5. The foregoing covenants 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

1. The Owner of the Lot shall be responsible for the protection of the public water and sewer mains located on the Lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or 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 aperture, 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.

3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner, his agents or contractors.

4. 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.

5. 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

1. The Owner of the Lot shall be responsible for the protection of the underground gas facilities located on the Lot.

2. 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.

3. The supplier of gas service or its successors shall be responsible for ordinary maintenance of the gas facilities, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner, his agents or contractors.

4. 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.

5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

6. 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. Stormwater Detention

1. The Owner/Developer does hereby grant to the City of Broken Arrow, Oklahoma and establish a perpetual easement on, over and across tract of land as depicted upon the accompanying plat (hereinafter referred to as the "Detention Easement Area") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within the subdivision.

2. Detention, and other drainage facilities constructed within the Detention Easement Area shall be in accordance with standards and specifications approved by the City of Broken Arrow, Oklahoma.

3. Detention, and other drainage facilities shall be maintained by the owner of Lot 1, Block 1, ASPEN MEADOWS (hereinafter the "Lot 1 Owner") to the extent necessary to achieve the intended drainage, and detention functions including repair of appurtenances and removal of obstructions and siltation. Owner/Developer hereby reserves for future conveyance to the Lot 1 Owner, a perpetual easement on, over and across the Detention Easement Area to perform required maintenance. The Lot 1 Owner shall provide routine and customary grounds maintenance within the Detention Easement Area which shall be in accordance with the following standards:

a. The Detention Easement Area shall be kept free of litter.

b. The Detention Easement Area shall be mowed during the growing season at intervals not exceeding 4 weeks.

4. In the event the Lot 1 Owner should fail to properly maintain the Detention Easement Area as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the Detention Easement Area and perform such maintenance, and the cost thereof shall be paid by the Lot 1 Owner.

5. In the event the Lot 1 Owner, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each Lot 1, Block 1, ASPEN MEADOWS.

6. A lien established as above provided may be foreclosed 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.

II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ASPEN MEADOWS was submitted as a planned unit development (entitled PUD 118E) as provided within Section 3 of Article VII of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 1560) as amended and existing on July 19, 2016 (hereinafter the "Broken Arrow Zoning Code", which PUD 118E was affirmatively recommended by the Broken Arrow Planning Commission on June 23, 2016 , and approved by the Council of the City of Broken Arrow, Oklahoma, on July 19, 2016; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma; THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

A. Use of Land

The development of ASPEN MEADOWS shall be subject to the planned unit development provisions of the Broken Arrow Zoning Code, as the provisions existed on July 19, 2016.

B. Development Standards (Lot 1, Block 1)

Lot 1, Block 1, shall be subject to the following development standards:

1. Use

The uses permitted as a matter of right in the RM Residential Multi Family district, and uses customarily accessory to permitted uses.

2. Maximum Number of Dwelling Units

The number of dwelling units within Lot 1, Block 1 shall not exceed 340.

3. Maximum Number of Stories and Building Height

Multi-family Dwelling and Clubhouse 45 feet to the highest roof ridge line. A free-standing tower for project signage in the vicinity of the clubhouse is allowed to be 50 feet in height. Buildings adjacent to Rockwood West Addition to the east shall be no more than 2 stories & 30 feet to the highest roof ridge.

4. Maximum Building Coverage

Building coverage shall not exceed 20% of the net lot area.

5. Minimum Open Livability Space

There shall be provided open livability space as defined by the Broken Arrow Zoning Code (open space not utilized for parking or drives) of not less than 1200 square feet per dwelling unit.

6. Minimum Landscaped Open Space:

Landscape Open Space at Perimeter Boundaries:	
North:	12 feet for west 194 feet
	65 feet for east 954 feet
East:	60 feet for north 685 feet
	30 feet for south 152 feet
South:	25 feet
Southwest:	35 feet
West:	11 feet

7. Minimum Off-street Parking Spaces:

Parking provided shall be 1.75 spaces per dwelling unit. Parking is allowed in 50 feet building setback from pipeline.

8. Building Setbacks

North boundary:	60 feet for west 194 feet
	90 feet for east 954 feet
East boundary:	60 feet for north 685 feet
	30 feet for south 152 feet
South boundary:	25 feet
Southwest boundary:	35 feet
West boundary:	35 feet

All buildings shall setback at least 50 feet from all pipeline structures.

Interior lot lines shall not be required to have a minimum setback distance.

Air conditioning condensing units shall be allowed to be located within a Building Setback or Landscape Buffer, provided that they are screened from a public right-of-way by landscaping materials. Set backs are shown in the Master Development Plan.

9. Minimum Masonry Exterior Finish

As required and regulated by Chapter 5, Section 5.5 Multi-family Residential Building Design Standards except:

- The maximum length of any multi-family building shall be 220 feet;
- The maximum length of a continuous multi-family roofline shall be 105 feet; and
- Exterior building materials of the clubhouse, multi-family buildings, garages, and accessory buildings (excluding doors and windows) shall be at the approximate minimum percentages (65%, 35%, or 0%) of brick/stone as reflected on the Site Plan & Building Elevations included in PUD 118E. The remainder of exterior building walls shall be constructed with cement fiber material.
- Two-story facades facing towards Rockwood West Addition to the east shall not be permitted to include windows or balconies. In addition, as shown in PUD 118E, no windows will occur at the third floor on the east end of the buildings closest to the east boundary.

10. Landscaping and Screening

A screening fence not less than 6 feet in height shall be constructed and maintained along the eastern boundary of PUD 118E. Required fencing shall be installed in accordance with the Broken Arrow Zoning Code, and all poles and/or posts shall be installed in accordance with the Broken Arrow Zoning Code and shall be set forth within the landscape chapter of the Broken Arrow Zoning Code and shall comply with the following additional restrictions:

a. Not less than 50% of the area comprising PUD 118E shall be landscaped, provided however, the area comprising Reserve A (detention and landscaping) shall be deemed landscaped area.

b. A landscaped area of not less than 35 feet in width shall be established and maintained along the North and East boundary of PUD 118E and the landscape area shall be 11 feet on the West and 25 feet on the South.

c. Landscape areas shall include an automatic irrigation system.

11. Other Requirements

Except as above set forth, buildings and other improvements shall comply with the bulk and area requirements of an R-5 Residential District as set forth within the Broken Arrow Zoning Code.

C. Signs

As permitted and regulated by Chapter 5, Section 5.7 Signs for Uses permitted in PUD 118E. All signs shall be located outside the public right-of-way and utility easement. Frontage signage to be wall mounted or incorporated into decorative fence design in frontage landscape buffer. Frontage signage shall be no larger than 50 square feet per sign. Tower-mounted signage is also permitted when established to a building or to a 50 feet tall, free-standing structure, located at least 20 feet from the property line.

D. Access

Vehicular access to and from PUD 118E will be provided by two existing points of access to Aspen Avenue and the mutual access easement extending from such points of access to the West boundary of PUD 118E as set forth with Document No 2008090983, as recorded on September 02, 2008 in the office of the County Clerk of Tulsa, County, Oklahoma. The access to the interior drives within PUD 118E shall be gated. The gated entryways shall meet the requirements of Article 7.11 of the Broken Arrow Subdivision Regulations. Emergency access will only be allowed to Redbud Avenue to the east as stated in PUD 118E.

E. Site Plan Review

Development areas may be developed in phases and no building permit shall be issued until a detailed site plan (including landscaping) of the proposed improvements has been submitted to the Broken Arrow Planning Commission and approved as being in compliance with the development concept and the development standards. No certificate of occupancy shall issue for a building until the landscaping of the applicable phase of development has been installed in accordance with a landscaping plan and phasing schedule submitted to and approved by the Broken Arrow Planning Commission.

F. Definitions

In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on February 1, 2008.

III. 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. Within the provisions of Section I. Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma and the owner of Lot 1, Block 1 of the Subdivision. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Broken Arrow or any owner of Lot 1, Block 1, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by an owner of Lot 1, Block 1, which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and expenses incurred in such action.

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 terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I. Easements and Utilities 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, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions, 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. The provisions of any instrument amending or terminating covenants as above set forth 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 or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner/Developer, has executed this instrument this _____day of _____, 2020.

ASPEN MEADOWS, LLC,
a Delaware limited liability company

By : _____
Mike D. Case, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this _____day of _____, 2020, by Mike D. Case as Manager of ASPEN MEADOWS LLC, a Delaware limited liability company.

My Commission Number: _____

My Commission Expires: _____

Notary Public _____

CERTIFICATE OF SURVEY

I, Jeffrey A. Tuttle, 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 MEADOWS", 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.

Jeffrey A. Tuttle
Licensed Professional Engineer and Land Surveyor

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me this _____day of _____, 2020, by Jeffrey A. Tuttle.

My Commission Number: _____

My Commission Expires: _____

Notary Public _____