

PRELIMINARY PLAT

Bricktown East

PUD - 318

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
Bricktown East, LLC
1908 North Willow, Suite #A
Broken Arrow, Oklahoma 74012
Phone: (918) 252-2417
CONTACT: DAVID GIBSON

ENGINEER:
Wallace Engineering
Structural Consultants, Inc
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
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A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2021
nwatts@wallacesc.com

SURVEYOR:
Atlas Land Office
202 South Main
Wagoner, Oklahoma 74467
Phone: (918) 485-9987
OK CA NO. CA 6752, EXPIRES 6/30/2020

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY-TWO (92) LOTS IN EIGHT (8) BLOCKS AND TWO (2) RESERVE.

SUBDIVISION CONTAINS 1,024,208.88 SQUARE FEET OR 23.51 ACRES.

MONUMENTATION

3" IRON PINS FOUND AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

BENCHMARK

BENCHMARK #1
N - E:
ELEVATION: 7

BENCHMARK #2
N - E:
ELEVATION: 7

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR SAID TRACT IS DUE NORTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

ADDRESSES

ADDRESS 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.

NOTES

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

ACCESS AT THE TIME OF PLAT WAS PROVIDED BY NORTH ELDER PLACE, A PUBLIC STREET.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-070112-26R.

ALL BUILDINGS WILL REQUIRE A BACKFLOW PREVENTOR

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE DUE NORTH ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (SE/4) FOR 755.36 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF "FRANKLIN INDUSTRIAL DISTRICT", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 3246; THENCE N 52°51'45" W ALONG SAID EXTENSION AND NORTHEASTERLY LINE FOR 485.26 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID "FRANKLIN INDUSTRIAL DISTRICT", SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE M.K.&T. RAILWAY, THENCE S 37°08'15" W ALONG THE NORTHWESTERLY LINE OF "FRANKLIN INDUSTRIAL DISTRICT" FOR 310.00 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE N 52°51'45" W ALONG THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF "FRANKLIN INDUSTRIAL DISTRICT" FOR 170.00 FEET; THENCE S 89°46'27" W AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE/4) FOR 354.05 FEET TO A POINT ON THE EASTERLY LINE OF LOT ONE (1) IN BLOCK ONE (1) OF "HUDIMAX BROKEN ARROW, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6095; THENCE N 00°13'33" W ALONG SAID EASTERLY LINE FOR 0.38 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE S 89°46'27" W ALONG THE NORTHERLY LINE OF LOT ONE (1) FOR 233.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00°13'33" E ALONG THE WESTERLY LINE OF LOT ONE (1) FOR 155.16 FEET TO THE NORTHEAST CORNER OF RESERVE "A" OF HUDIMAX BROKEN ARROW; THENCE S 59°52'27" W ALONG THE NORTHWESTERLY LINE OF RESERVE "A" FOR 304.60 FEET TO A POINT THAT IS THE SOUTHWESTERLY CORNER OF RESERVE "A", SAID POINT BEING ON THE NORTHERLY LINE OF RESERVE "A" OF "ALDI CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 5550; THENCE S 89°46'27" W ALONG SAID NORTHERLY LINE FOR 152.95 FEET TO THE NORTHWEST CORNER OF SAID RESERVE "A" THENCE CONTINUING S 89°46'27" W AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE/4) FOR 338.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) FOR 548.41 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ELDER PLACE; THENCE N 00°05'02" W ALONG SAID RIGHT-OF-WAY LINE FOR 384.99 FEET TO A POINT THAT IS 338.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION FOUR (4); THENCE N 89°48'54" E AND PARALLEL WITH SAID NORTHERLY LINE FOR 328.00 FEET; THENCE N 00°05'02" W AND PARALLEL WITH THE WESTERLY LINE OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) FOR 338.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4); THENCE N 89°48'54" E ALONG SAID NORTHERLY LINE FOR 615.64 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4); THENCE N 00°02'53" W ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) FOR 436.80 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE M.K.&T. RAILWAY; THENCE S 52°51'45" E ALONG SAID RIGHT-OF-WAY LINE FOR 1168.75 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

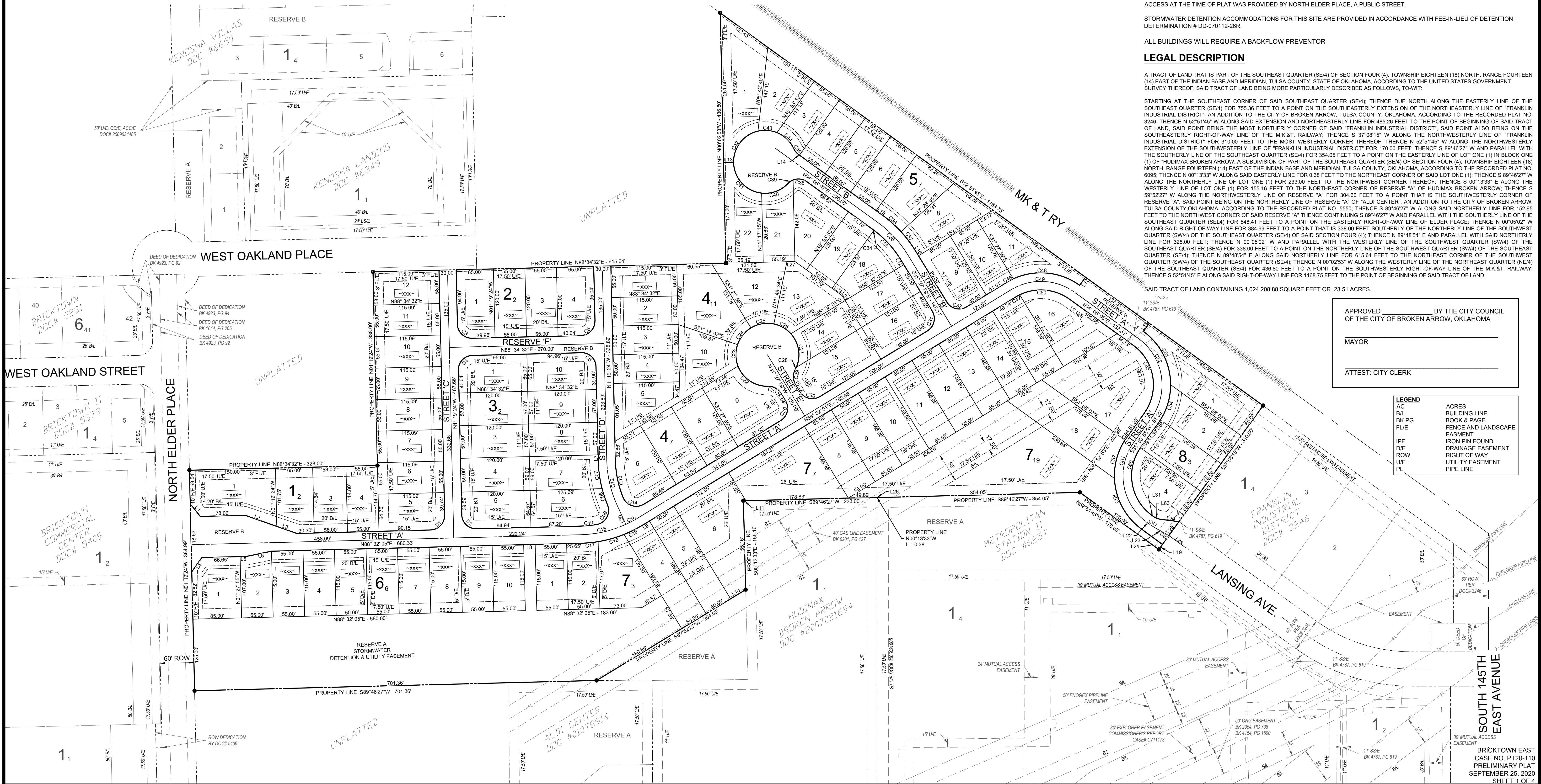
SAID TRACT OF LAND CONTAINING 1,024,208.88 SQUARE FEET OR 23.51 ACRES.

APPROVED _____ BY THE CITY COUNCIL
OF THE CITY OF BROKEN ARROW, OKLAHOMA

MAYOR _____

ATTEST: CITY CLERK _____

LEGEND	
AC	ACRES
BL	BUILDING LINE
BK	BOOK & PAGE
FL	FENCE AND LANDSCAPE
FL	EASEMENT
IPF	IRON PIN FOUND
DIE	DRAINAGE EASEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
PL	PIPE LINE



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CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD DISTANCE (FT)
1	39.21	25.00	90°	N43° 36' 21"E	35.31
2	39.33	25.00	90°	S46° 23' 40"E	35.40
3	39.31	25.00	90°	S46° 22' 26"E	35.39
4	39.23	25.00	90°	N43° 37' 34"E	35.32
5	39.92	23.60	97°	N43° 37' 34"E	35.32
6	39.31	25.00	90°	S46° 22' 26"E	35.39
7	49.57	215.00	13°	N7° 55' 41"W	49.46
8	30.01	215.00	8°	N18° 31' 52"W	29.98
9	44.68	25.00	102°	N28° 40' 06"E	38.97
10	27.99	185.00	9°	N84° 12' 02"E	27.96
11	NOT USED				
12	81.10	200.00	23°	S12° 56' 22"E	80.54
13	66.76	185.00	21°	S11° 39' 39"E	66.40
14	43.40	25.00	99°	S71° 43' 57"E	38.15
15	80.60	200.00	23°	N76° 59' 22"E	80.06
16	24.12	200.00	7°	N61° 59' 20"E	24.11
17	29.44	215.00	8°	N84° 36' 44"E	29.42
18	46.97	215.00	13°	N74° 25' 49"E	46.88
19	36.17	215.00	10°	N63° 21' 09"E	36.12
20	39.27	25.00	90°	N13° 32' 01"E	35.36
21	25.86	25.01	59°	N61° 50' 33"W	24.72
22	67.65	55.00	70°	N56° 13' 43"W	63.47
23	38.15	55.00	40°	N1° 07' 04"W	37.39
24	38.18	55.00	40°	N38° 38' 39"E	37.42
25	41.54	55.00	43°	N80° 10' 11"E	40.56
26	34.80	55.00	36°	S60° 04' 05"E	34.22
27	62.76	55.00	65°	S9° 15' 10"E	59.41
28	4.89	55.00	5°	S25° 59' 06"W	4.89
29	26.18	25.00	60°	S1° 28' 00"E	25.00
30	39.27	25.00	90°	S76° 27' 59"E	35.36
31	39.27	25.00	90°	N13° 32' 01"E	35.36
32	39.27	25.00	90°	S76° 27' 59"E	35.36

CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD DISTANCE (FT)
33	69.79	185.00	22°	N42° 16' 23"W	69.37
34	3.30	185.00	1°	N53° 35' 27"W	3.30
35	79.01	200.00	23°	S42° 47' 03"E	78.50
36	43.29	215.00	12°	S48° 20' 01"E	43.22
37	41.65	215.00	11°	S37° 00' 57"E	41.58
38	25.38	25.00	58°	N83° 10' 51"W	24.30
39	10.61	25.00	24°	S55° 34' 57"W	10.53
40	50.78	55.00	53°	S69° 52' 36"W	49.00
41	79.08	55.00	82°	N42° 28' 46"W	72.44
42	74.96	55.00	78°	N37° 45' 30"E	69.29
43	33.76	55.00	35°	S85° 36' 45"E	33.23
44	41.84	55.00	44°	S46° 14' 16"E	40.84
45	12.94	25.00	30°	S39° 16' 27"E	12.80
46	13.42	115.00	7°	N61° 52' 38"E	13.41
47	8.27	85.00	6°	N61° 19' 16"E	8.27
48	121.79	115.00	61°	S84° 26' 27"E	116.17
49	117.57	100.00	67°	S87° 47' 03"E	110.92
50	91.67	85.00	62°	S84° 59' 49"E	87.29
51	108.50	115.00	54°	N27° 04' 21"W	104.52
52	157.08	100.00	90°	S9° 06' 06"E	141.42
53	133.52	85.00	90°	S9° 06' 06"E	120.21
54	64.63	115.00	32°	N16° 03' 27"E	63.79
55	7.51	115.00	4°	N34° 01' 42"E	7.50
56	6.20	115.00	3°	S34° 21' 12"W	6.20
57	70.57	115.00	35°	S15° 13' 37"W	69.47
58	102.91	115.00	51°	S27° 59' 26"E	99.51
59	1.20	85.00	1°	S35° 29' 39"W	1.20
60	131.61	85.00	89°	S9° 16' 07"E	118.85
61	12.15	100.00	7°	S57° 06' 32"E	12.15
62	11.33	100.00	6°	S57° 20' 47"E	11.32
63	13.71	27.00	29°	S68° 10' 09"E	13.56

LINE TABLE		
LINE #	LENGTH (FT)	BEARING
L1	28.12	S38° 29' 05"E
L2	58.72	S70° 39' 04"E
L3	36.96	S70° 39' 04"E
L4	30.23	N35° 25' 38"E
L5	10.50	N88° 32' 05"E
L6	45.21	N78° 20' 36"E
L7	9.86	S1° 19' 24"E
L8	20.00	N88° 32' 05"E
L9	14.00	N58° 32' 01"E
L10	13.75	N58° 38' 05"E
L11	4.29	N88° 32' 05"E
L12	10.11	S31° 27' 59"E
L13	17.48	N88° 42' 45"E
L14	2.18	S54° 06' 07"E
L15	13.88	S54° 06' 07"E
L16	10.53	S30° 03' 47"E
L17	17.50	N35° 53' 53"E
L18	17.50	N35° 53' 53"E
L19	10.82	N35° 53' 53"E
L20	32.44	S82° 42' 40"E
L21	45.95	S53° 37' 38"E
L22	5.51	N53° 37' 38"W
L23	22.70	S60° 35' 27"E
L24	26.07	S54° 06' 07"E
L25	49.17	N35° 53' 53"E
L26	0.38	S0° 00' 00"E
L27	13.87	N88° 34' 32"E
L28	21.70	S54° 06' 07"E
L29	10.13	S31° 27' 59"E
L30	36.56	S24° 33' 20"E
L31	4.07	N53° 37' 38"W

PRELIMINARY PLAT
Bricktown East
PUD - 318

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

IN THE EVENT THE OWNER OF RESERVE AREA 'A' FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF 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 BECOME A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; OR THE CITY OF BROKEN ARROW MAY ADD SUCH BILLING PRORATED UPON THE LOT OWNERS' WATER BILL. WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

B. RESERVE AREA 'B'

RESERVE 'B' AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BRICKTOWN EAST, THEIR GUESTS AND INVITEES. FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORM WATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION III. HEREOF FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS. STORM WATER FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE 'B,' WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT. IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT.

THE OWNER HEREBY GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO THE REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE 'B' AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF, ITS SUCCESSORS, AND THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION II. HEREOF, HEREBY COVENANTS WITH THE CITY OF BROKEN ARROW, OKLAHOMA. WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE 'A', AND MEETING OR EXCEEDING CITY OF BROKEN ARROW DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.
2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET DEPICTED WITHIN RESERVE 'A' WHICH WOULD PROHIBIT THE PASSAGE OF GOVERNMENTAL VEHICLE, SPECIFICALLY FIRE VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS.
3. SECURE INSPECTION BY THE CITY OF BROKEN ARROW, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BROKEN ARROW. OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BROKEN ARROW, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE BROKEN ARROW ENGINEERING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE BRICKTOWN EAST HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"), THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN BRICKTOWN EAST, 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. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT. BY ACCEPTANCE OF A DEED THERETO. ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT MITIGATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT IMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THERewith, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION

BRICKTOWN EAST - PUD 318

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

BRICKTOWN EAST, LLC., HEREINAFTER REFERRED TO AS "GRANTOR", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE DUE NORTH ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (SE/4) FOR 755.36 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF "FRANKLIN INDUSTRIAL DISTRICT", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 3246; THENCE N 52°51'45" W ALONG SAID EXTENSION AND NORTHEASTERLY LINE FOR 485.26 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID "FRANKLIN INDUSTRIAL DISTRICT", SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE M.&K.T. RAILWAY; THENCE S 37°08'15" W ALONG THE NORTHWESTERLY LINE OF "FRANKLIN INDUSTRIAL DISTRICT" FOR 310.00 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE N 52°51'45" W ALONG THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF "FRANKLIN INDUSTRIAL DISTRICT" FOR 170.00 FEET; THENCE S 89°46'27" W AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE/4) FOR 354.05 FEET TO A POINT ON THE EASTERLY LINE OF LOT ONE (1) IN BLOCK ONE (1) OF "HUDIMAX BROKEN ARROW, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6095; THENCE N 00°13'33" W ALONG SAID EASTERLY LINE FOR 0.38 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE S 89°46'27" W ALONG THE NORTHERLY LINE OF LOT ONE (1) FOR 233.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S00°13'33"E FOR 155.16 FEET; THENCE S59°52'27"W FOR 304.60 FEET; THENCE S89°46'27"W FOR 701.36 FEET; THENCE N01°19'24"W FOR 384.99 FEET; THENCE N88°34'32"E FOR 328.00; THENCE N88°56'58"E FOR 338.00 FEET; THENCE N88°56'58"E FOR 615.64 FEET; THENCE N 00°02'53" W ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) FOR 436.80 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE M.&K.T. RAILWAY; THENCE S 52°51'45" E ALONG SAID RIGHT-OF-WAY LINE FOR 1168.75 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 1,024,208.88 SQUARE FEET OR 23.51 ACRES.

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, MANHOLES 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 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 RELAYING 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERMITTER UTILITY EASEMENT AND THE PERMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 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 THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE PROPERTY.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE MODIFICATION OR INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND /OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND PUBLIC WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL 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 THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. SIDEWALKS; PUBLIC SIDEWALK EASEMENT

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. TO THE EXTENT SAID SIDEWALKS, AS DEPICTED ON THE ACCOMPANYING PLAT, EXTEND OUTSIDE OF THE RIGHT OF WAY THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE LOT FOR CONSTRUCTION, MAINTENANCE AND USE AS A PUBLIC SIDEWALK.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. OTHER USES

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION II. RESERVE AREAS

A. RESERVE AREA 'A'

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREA 'A' AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION, AND FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF UTILITIES.

STORM WATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREA 'A' UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVE AREA 'A' UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

RESERVE AREA 'A' AND THE FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE OWNER THEREOF AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

IN THE EVENT THE OWNER OF RESERVE AREA 'A' SHOULD FAIL TO PROPERLY MAINTAIN RESERVE AREA 'A' OR FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE

WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, BRICKTOWN EAST WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD-318) AS PROVIDED WITHIN SECTIONS 6.4 ET SEQ. OF THE CITY OF BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON _____, WHICH P.U.D. NO. 318 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON _____, AND BY THE BROKEN ARROW CITY COUNCIL ON _____

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, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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

A. USE OF LAND

ALL OF BRICKTOWN EAST SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF PUD 318 EXCEPT WHERE NOT SPECIFIED, SHALL BE GOVERNED BY THE REQUIREMENTS OF THE RS-4 ZONING DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN:

1. DEVELOPMENT AREA "A" STANDARDS	
PERMITTED USES:	USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES AND SECURE ENTRANCES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.
MAXIMUM NUMBER OF LOTS:	95 LOTS
MINIMUM LOT FRONTAGE:	50 FT
MINIMUM LOT SIZE:	5,600 SF
MAXIMUM BUILDING HEIGHT:	35 FT *
OFF-STREET PARKING:	MINIMUM TWO ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT.
MINIMUM LIVABILITY SPACE:	2,800 SF
MINIMUM YARD SETBACKS:	
FRONT YARD:	20 FT
REAR YARD:	15 FT
SIDE YARD ABUTTING A PRIVATE STREET:	15 FT
SIDE YARD NOT ABUTTING A PRIVATE STREET:	5 FT **
MAXIMUM FRONT YARD COVERAGE:	50% FOR INTERIOR LOTS; 60% FOR CORNER LOTS
* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.	
**A MINIMUM OF TEN (10) FEET OF SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.	

PRIVATE STREETS: MINIMUM STREET RIGHT-OF-WAY WIDTH OF 30-FEET SHALL BE PERMITTED, WITH A MINIMUM OF 26-FEET OF PAVING. RESIDENTIAL STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BROKEN ARROW FOR MINOR RESIDENTIAL STREETS. MAINTENANCE OF THE PRIVATE STREETS WITHIN THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.

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. FENCES ON PRIVATE LOTS WILL BE MAINTAINED BY THE OWNER OF THE LOT. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED UNLESS APPROVED BY THE BRICKTOWN EAST ARCHITECTURAL COMMITTEE. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND HALF-WAY BETWEEN THE BUILDING LINE AND PROPERTY LINES. SUBDIVISION PERIMETER FENCING ALONG NORTH ELDER PLACE WILL BE OF WOOD AND MASONRY, IN A SCALE AND DESIGN COMPATIBLE WITH THE ENTRY ELEMENTS. SUBDIVISION PERIMETER FENCING ALONG THE RAILROAD WILL BE A SOLID WOOD SCREENING FENCE, A MINIMUM OF EIGHT (8) FEET HIGH.

MASONRY: THE FIRST FLOOR OF EACH DWELLING SHALL BE A MINIMUM OF 80% MASONRY EXCLUDING WINDOWS AND BENEATH COVERED PORCHES.

LIVABILITY SPACE: LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1D OF THE BROKEN ARROW ZONING CODE.

2. DEVELOPMENT AREA "B" STANDARDS

PERMITTED USES: OPEN SPACE AND DETENTION FACILITIES

FENCING: NO INTERIOR FENCING OR WALLS SHALL BE CONSTRUCTED WITHIN DEVELOPMENT AREA 'B' THAT WOULD OBSTRUCT THE NATURAL OVERLAND FLOW OF DRAINAGE TO THE DETENTION AREA.

B. SITE PLAN REVIEW

NO BUILDING PERMIT FOR A RESIDENCE WITHIN BRICKTOWN EAST SHALL BE ISSUED UNTIL A SEPARATE SITE AND LANDSCAPE PLAN HAVE BEEN SUBMITTED FOR THE GATED ENTRY AND ANY COMMON LANDSCAPED AREAS.

SECTION V. PRIVATE COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.

DEVELOPMENT AND CONSTRUCTION STANDARDS:

1. ARCHITECTURAL COMMITTEE:

A. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT MORE THAN ONE (1), NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS'

B. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HERE WITH SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION.

i. AN ACCURATE SITE PLAN; AND AN ACCURATE FLOOR PLAN; AND

ii. ALL EXTERIOR ELEVATIONS; AND THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

iii. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

2. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE WITH STORAGE FACILITIES FOR AT MOST TWO (2) CARS. DRIVEWAYS SHALL PROVIDE OFF-STREET PARKING SPACE FOR AT LEAST TWO (2) CARS.

3. NO WHITE WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE. RIVER GRAVEL MAY BE USED FOR PRIVATE WALKWAYS WHEN COMPATIBLE TO DESIGN OF RESIDENCE, AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

4. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION WHICH EXCEEDS A HEIGHT OF TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE AND BROKEN ARROW ZONING CODE.

5. ALL ROOFS WILL BE CONSTRUCTED WITH MATCHING HERITAGE II THUNDERSTORM GRAY SHINGLES OR AS OTHERWISE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

6. ROOF FLASHING: EXPOSED ROOF FLASHING, SUCH AS VENT PIPE AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

7. ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF, (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN 8/12. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

8. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

9. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

10. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO, SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISH NOT EXCEEDING TWENTY-FOUR INCHES (24") IN DIAMETER, WHICH ARE PERMITTED, MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED, AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

11. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED OR MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIALS OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF BROKEN ARROW ORDINANCES AND BUILDING CODES.

12. NO RECREATIONAL VEHICLE, CAMPER, BOAT, TRAILER

PRELIMINARY PLAT

Bricktown East

PUD - 318

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

- CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE OWNER UNTIL SUCH TIME AS 75% OF THE RESIDENTIAL LOTS HAVE BEEN SOLD
25. CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.
26. 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 HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON 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.
27. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN BRICKTOWN EAST, THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF \$300.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF ONE (1) TREE, AT LEAST 2" IN CALIPER, TO BE LOCATED IN THE FRONT YARD AREA OF THE LOT AND OUTSIDE STREET RIGHTS-OF-WAY.
28. OUTBUILDINGS: NO DETACHED STORAGE STRUCTURES ARE ALLOWED ON ANY LOT.

SECTION VI. 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 AND ITS SUCCESSORS AND ASSIGNS IN TITLE. 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. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

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.

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: OAK PROPERTIES, LLC EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2020.

BRICKTOWN EAST, LLC

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2020,

BY _____ AS _____ OF BRICKTOWN EAST, LLC.

NOTARY PUBLIC _____

MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

[SEAL]

CERTIFICATE OF SURVEY

I, ALBERT JONES, OF ATLAS LAND OFFICE., A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, 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 "BRICKTOWN EAST", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

R. ALBERT JONES _____

LICENSED PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2020, BY ALBERT JONES OF ATLAS LAND OFFICE.

NOTARY PUBLIC _____

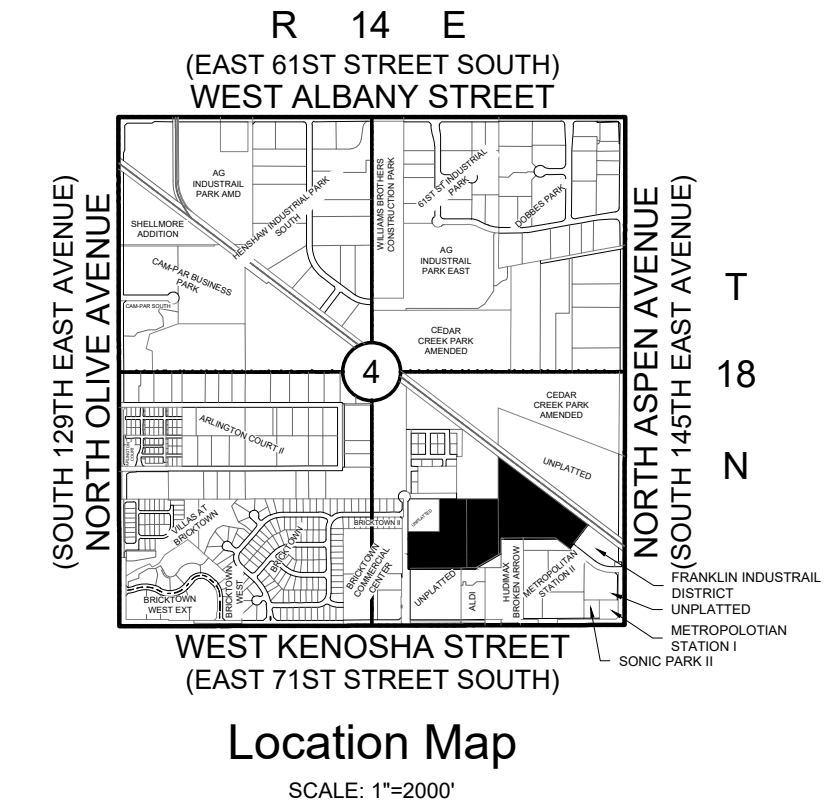
MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

[SEAL]

CONCEPTUAL UTILITY LAYOUT
Bricktown East
PUD - 318

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
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1908 North Willow, Suite #A
Broken Arrow, Oklahoma 74012
Phone: (918) 252-2417
CONTACT: DAVID GIBSON

ENGINEER:
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Structural Consultants, Inc.
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2021
nwatts@wallacesc.com

SURVEYOR:
Atlas Land Office
202 South Main
Wagoner, Oklahoma 74467
Phone: (918) 485-9987
OK CA NO. CA 6752, EXPIRES 6/30/2020

