Tulsa County Clerk - Michael Willis
Doc # 6973 Page(s): 3 Recorded 05/12/2021 04:42:53 PM
Receipt # 21-32952 Fees: $35.00

FINAL PLAT

Tucson Village II

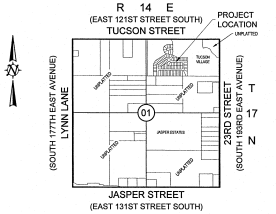
PUD 234

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

0 50 100 200
DRAWING SCALE: 1"= 100'

OWNER/DEVELOPER
TUCSON VILLAGE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918.261.5200
FAX: 918.299.7787
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288



Location Map
SCALE: 1"=2000'

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANEL 40145C0457L. EFFECTIVE: SEPTEMBER 30, 2016.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
R.A.	RESTRICTED ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
U/E	UTILITY EASEMENT
OD/E	OVERLAND DRAINAGE EASEMENT
F/E & L/E	FENCE & LANDSCAPE EASEMENT
DOD	DEED OF DEDICATION
R.O.W.	RIGHT OF WAY
XXXX	ADDRESSES

SITE DATA

BENCHMARK
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "BA 12", SET S.W. OF 121ST ST. AND 193RD E. AVE.
ELEV = 628.500' (NAVD 1988)

BASIS OF BEARINGS
ASSUMED BEARING OF N 88°42'11" E ALONG THE NORTH LINE OF LOT 1 OF SECTION 1, T-17-N, R-14-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA
1,554,088 SF± / 35.68 ACRES±

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA5318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, UNLESS NOTED OTHERWISE.

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

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-091316-13-R

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

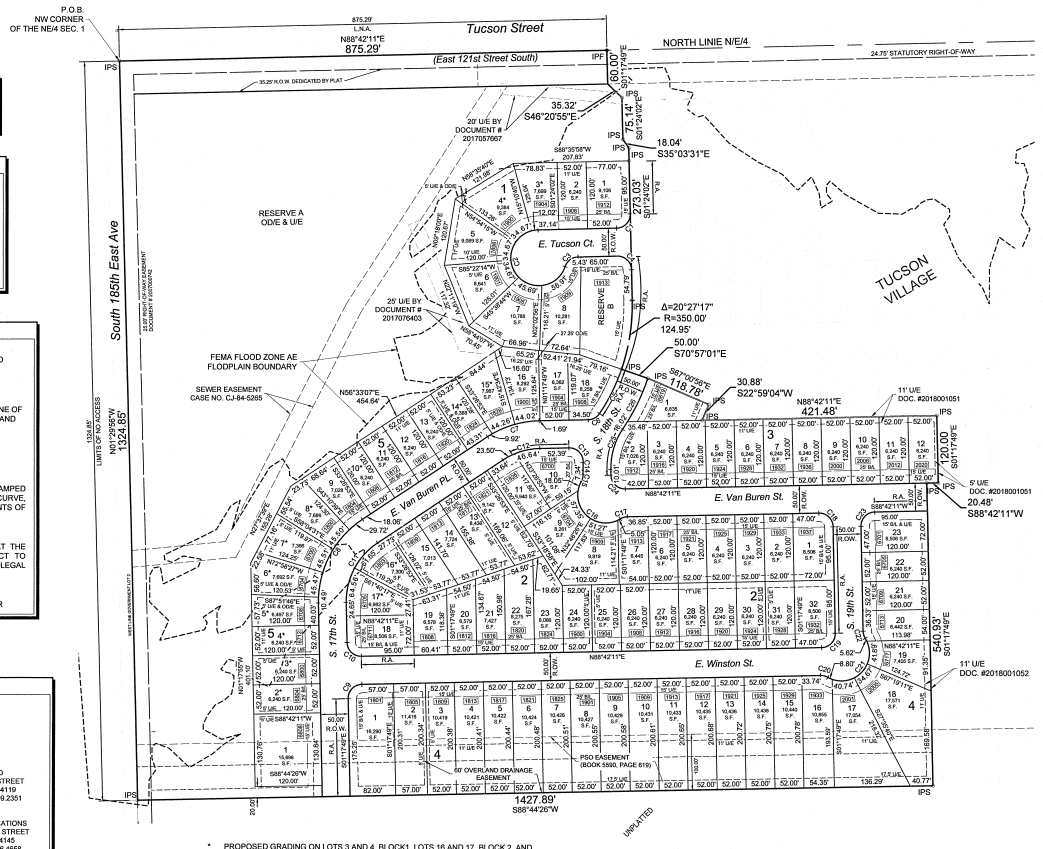
UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
TULSA, OK 74112
PHONE: 918.831.8293

AEP / PSO
212 EAST 6TH STREET
TULSA, OK 74119
PHONE: 918.599.2351

WINDSTREAM TELECOM COMPANY
2300 EAST 1ST PLACE
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
PHONE: 918.286.4658



* PROPOSED GRADING ON LOTS 3 AND 4, BLOCK1, LOTS 16 AND 17, BLOCK 2 AND LOTS 2-8, 10, 14-15, BLOCK 5 ENCROACH INTO FEMA 100-YEAR FLOODPLAIN. A FEMA LOMR-F APPROVAL LETTER SHALL BE OBTAINED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
NO SOLID TYPE FENCE, FILL, MATERIAL, RAISED BEDS, OR ANY STRUCTURE SHALL BE PLACED WITHIN FEMA 100-YEAR FLOODPLAIN.

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	35.36'	N43°35'58"E
C2	218.63'	50.00'	81.65'	N36°39'54"W
C3	30.77'	25.00'	28.87'	S53°20'06"W
C4	39.27'	25.00'	35.36'	N46°24'02"E
C5	89.07'	350.00'	88.83'	N26°20'40"E
C6	24.03'	25.00'	23.11'	N61°10'08"E
C7	98.20'	175.00'	96.92'	N72°37'39"E
C8	176.69'	175.00'	169.28'	N27°37'39"E
C9	39.27'	25.00'	35.36'	N43°42'11"E
C10	39.27'	25.00'	35.36'	S46°17'49"E
C11	126.21'	125.00'	120.91'	S27°37'39"W
C12	70.14'	125.00'	69.23'	S72°37'39"W
C13	41.15'	25.00'	36.66'	N44°08'51"W
C14	13.13'	175.00'	13.13'	S00°51'09"W
C15	13.29'	25.00'	13.14'	N13°56'10"E
C16	131.72'	50.00'	96.80'	N46°17'49"W
C17	13.29'	25.00'	13.14'	S73°28'12"W
C18	39.27'	25.00'	35.36'	N46°17'49"W
C19	39.27'	25.00'	35.36'	N43°42'11"E
C20	13.29'	25.00'	13.14'	S76°03'50"E
C21	131.72'	50.00'	96.80'	N43°42'11"E
C22	13.29'	25.00'	13.14'	N16°31'48"W
C23	39.27'	25.00'	35.36'	N43°42'11"E
C24	39.27'	25.00'	35.36'	S46°17'49"E
C25	76.35'	125.00	75.16'	S16°12'01"W
C26	102.23'	400.00'	101.95'	S26°22'33"W

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY THREE (93) LOTS IN FIVE (5) BLOCKS AND TWO (2) RESERVE AREAS

BLOCK 1	1.64 ACRES - 8 LOTS
BLOCK 2	5.29 ACRES - 32 LOTS
BLOCK 3	1.75 ACRES - 12 LOTS
BLOCK 4	5.59 ACRES - 23 LOTS
BLOCK 5	3.05 ACRES - 18 LOTS
RESERVE A	14.19 ACRES
RESERVE B	0.39 ACRES

FFE TABLE

BLOCK 1		BLOCK 2 (CONT)		BLOCK 3 (CONT)	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	615.00	25	615.50	11	617.00
2	614.50	26	616.00	12	617.50
3	613.50	27	617.00	13	618.50
4	613.50	28	617.50	14	619.00
5	613.50	29	618.00	15	619.50
6	613.50	30	618.50	16	619.50
7	613.50	31	619.00	17	621.00
8	613.50	32	619.00	18	621.00
BLOCK 2		**BLOCK 3**		19	621.00
LOT	MIN. FFE	LOT	MIN. FFE	20	620.00
1	616.50	1	615.00	21	619.00
2	616.50	2	615.00	22	619.00
3	615.50	3	615.00	23	618.00
4	615.50	4	615.00	**BLOCK 5**	
5	615.00	5	615.00	LOT	MIN. FFE
6	615.00	6	615.00	1	612.00
7	615.00	7	615.00	2	611.50
8	615.00	8	616.00	3	611.50
9	614.00	9	616.00	4	611.50
10	613.00	10	617.00	5	611.50
11	611.50	11	617.00	6	611.00
12	611.50	12	618.00	7	611.50
13	611.50	**BLOCK 4**		8	611.00
14	612.00	LOT	MIN. FFE	9	612.00
15	612.00	1	613.00	10	612.00
16	611.00	2	613.50	11	612.00
17	611.00	3	613.50	12	612.00
18	611.00	4	614.50	13	611.50
19	613.00	5	614.50	14	611.50
20	613.00	6	615.00	15	611.50
21	614.00	7	615.50	16	612.50
22	614.00	8	616.00	17	613.00
23	615.00	9	616.00	18	614.00
24	615.00	10	616.50		

BACKFLOW PREVENTERS ARE REQUIRED ON ALL BUILDINGS.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $615.00 per trust receipt no.16796 to be applied to 2021 taxes. This certificate is NOT to be construed as payment of 2021 taxes in full but is given in order that this plat may be filed on record. 2021 taxes may exceed the amount of the security deposit.

Dated: 05/12/2021
John M. Felkerson
Tulsa County Treasurer
By: [signature]
Deputy

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON
5-3-2021
MAYOR
ATTEST: CITY CLERK

TUCSON VILLAGE II
Case No. PT 16-100
Sheet 1 of 3

PLOT DATE: Thu, 29 Apr 2021 T:\&J FILES\1600-1699\1630 TUCSON VILLAGE II\TUCSON VILLAGE II.dwg

FINAL PLAT

Tucson Village II

PUD 234

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER
TUCSON VILLAGE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918.261.5200
FAX: 918.299.7787
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

NOW ALL MEN BY THESE PRESENTS:

TUCSON VILLAGE II, LLC., AN OKLAHOMA CORPORATION, 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 SITUATED IN GOVERNMENT LOT 1 AND LOT 2 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION ONE (1); THENCE NORTH 88°42'11" EAST ALONG THE NORTH LINE OF SAID SECTION ONE (1) A DISTANCE OF 875.29 FEET; THENCE SOUTH 01°17'49" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 46°20'55" EAST A DISTANCE OF 35.32 FEET; THENCE SOUTH 01°24'02" EAST A DISTANCE OF 75.14 FEET; THENCE SOUTH 35°03'31" EAST A DISTANCE OF 18.04 FEET; THENCE SOUTH 01°24'02" EAST A DISTANCE OF 273.03 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET AND A DELTA OF 20°27'17" A DISTANCE OF 124.95 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 08°49'37" WEST FOR 124.29 FEET; THENCE SOUTH 70°57'01" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 67°00'56" EAST A DISTANCE OF 118.78 FEET; THENCE SOUTH 22°59'04" WEST A DISTANCE OF 30.88 FEET; THENCE NORTH 88°42'11" EAST A DISTANCE OF 421.48 FEET; THENCE SOUTH 01°17'49" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 88°42'11" WEST A DISTANCE OF 20.48 FEET; THENCE SOUTH 01°17'49" EAST A DISTANCE OF 540.93 FEET TO THE SOUTH LINE OF GOVERNMENT LOTS ONE (1) AND TWO (2); THENCE SOUTH 88°44'26" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1427.89 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER (NE/4); THENCE NORTH 01°29'56" WEST ALONG SAID WEST LINE A DISTANCE OF 1324.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,554,088 S.F. AND 35.68 ACRES

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 93 LOTS, 5 BLOCKS, AND 2 RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TUCSON VILLAGE II" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA. (THE "SUBDIVISION")

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS 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 OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW 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 ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING NATURAL GAS LINES AND NATURAL GAS SERVICE 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 SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. 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, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS: SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

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 SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE 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 CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING 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 OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. 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 THAT WOULD INTERFERE WITH THE 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 PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW MAY SPECIFICALLY ENFORCE THIS PROVISION.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, 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, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON 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 WATER OR SEWER FACILITIES.

5. 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 OF THE LOT AGREES TO BE BOUND HEREBY.

D. 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 INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING 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.

E. 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 E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

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

G. LIMITS OF NO ACCESS
THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO TUCSON STREET (EAST 121ST STREET SOUTH) AND SOUTH 185TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. RESERVE AREAS
1. THE USE OF RESERVE AREA 'A' SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND OVERLAND DRAINAGE AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF THE RESERVE AREAS SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER UNTIL SUCH TIME AS THEY ARE CONVEYED TO THE HOMEOWNERS ASSOCIATION AFTER WHICH, MAINTENANCE OF RESERVE AREA 'A' WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

2. THE USE OF RESERVE AREA 'B' SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING. A SWIMMING POOL AND RELATED FACILITIES OR OTHER USE PROVIDED BY THE OWNER/DEVELOPER AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF THE RESERVE AREAS SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER UNTIL SUCH TIME AS THEY ARE CONVEYED TO THE HOMEOWNERS ASSOCIATION AFTER WHICH,MAINTENANCE OF RESERVE AREA 'B' WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

I. SIDEWALKS
SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

J. CERTIFICATE OF OCCUPANCY RESTRICTIONS
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

K. OVERLAND DRAINAGE EASEMENTS
1. 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/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "OVERLAND DRAINAGE EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN ANY OVERLAND DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL. FENCING IS ALLOWED IN THE OVERLAND DRAINAGE EASEMENTS IF THE BOTTOM OF AN OPAQUE FENCE IS 6 INCHES ABOVE THE GRADE AND DOES NOT RESTRICT OVERLAND FLOW THROUGH THE EASEMENT, OR IF A NON-OPAQUE FENCE (CHAIN LINK, SPLIT RAIL, WROUGHT IRON FENCE) IS USED.
4. ANY OVERLAND DRAINAGE EASEMENTS AREAS AND FACILITIES LOCATED WITHIN RESERVE AREAS, AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN OVERLAND DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION. IN THE EVENT THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF 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 THE LOT OWNER(S) OR HOMEOWNERS ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BROKEN ARROW.

L. FINISH FLOOR ELEVATIONS
THE FINISHED FLOOR ELEVATIONS AS SHOWN ON THE PLAT ARE MINIMUM ALLOWED FOR ADEQUATE SANITARY SEWER SERVICE AND SHOULD NOT BE CONSIDERED AS THE FINAL, DESIGNED PROPER FINISHED FLOOR ELEVATION OF ANY DWELLING. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR DETERMINING THE PROPER FINISHED FLOOR ELEVATION OF THE RESPECTIVE DWELLING. THE FINISHED FLOOR ELEVATION SHALL BE DETERMINED BY ESTABLISHING AND ACCOUNTING FOR PROPER DRAINAGE IN ALL DIRECTIONS RELATIVE TO, BUT NOT LIMITED TO: ROADWAYS, AREAS OF HIGHER ELEVATION, THE NATURAL TOPOGRAPHIC SLOPE OF THE LOT, THE AESTHETICS OF THE PROPOSED ELEVATION OF THE DWELLING AND ELEVATION OF ADJACENT LOTS, ETC.

M. RETAINING WALLS
SEGMENTED RETAINING WALLS OR STRUCTURAL RETAINING WALLS, 4 FEET OR HIGHER, MEASURED FROM THE STABILIZING BASE TO CAP STONE, SHALL BE DESIGNED BY A STRUCTURAL ENGINEER AND SUBMITTED FOR REVIEW. TERRACED SEGMENTED WALLS WITH A SEPARATION OF LESS THAN 2h:1v SHALL BE DESIGNED AS ONE (1) WALL.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. PLANNED UNIT DEVELOPMENT RESTRICTIONS
WHEREAS TUCSON VILLAGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 234 PURSUANT TO SECTION 3, ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 1560) AS AMENDED AND EXISTED ON MAY 2, 2005 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"). WHICH PUD - 234 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON MARCH 12, 2015, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON APRIL 7, 2015; 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 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 INURE 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.

B.	PERMITTED USES	SINGLE FAMILY DETACHED DWELLINGS
C.	GROSS RESIDENTIAL AREA	52.35 ACRES FOR PUD-234
D.	MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)	8,500 SF
E.	MAXIMUM NUMBER OF DWELLING UNITS	200 FOR PUD-234
F.	MINIMUM LOT WIDTH	52 FEET
G.	MINIMUM LOT SIZE	6,000 SF
H.	MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET*	15' ON SIDE YARD

* NO GARAGE OPENING SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. RESTRICTED ACCESS WILL BE SHOWN ACROSS THE PORTION OF THE LOT WITH THE 15 FOOT BUILDING SETBACK AS WELL AS 25 FEET ACROSS THE ADJACENT LOT. ON CORNER LOTS WITH A 15 FOOT BUILDING LINE SETBACK, FENCES SHALL NOT BE LOCATED BEYOND THE FRONT BUILDING LINE SETBACK IN THE EVENT THAT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD, THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 25'. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

I. STREET DESIGN AND ACCESS LIMITATIONS
ALL STREETS SHALL BE CONSTRUCTED AS REQUIRED TO MEET PUBLIC STREET STANDARDS AS DESCRIBED IN THE CITY OF BROKEN ARROW ENGINEERING STANDARDS. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG COUNTY LINE ROAD AND ADJACENT TO STREET RIGHT-OF-WAY. SIDEWALKS ALONG TUCSON STREET WILL NOT BE INCLUDED AS PART OF THIS PROJECT IN AREAS WHERE THE FLOODPLAIN ENCROACHES IN THE STREET RIGHT OF WAY. THE COST OF THE ARTERIAL SIDEWALK, ALONG TUCSON STREET, HAS BEEN PLACED IN ESCROW WITH THE CITY FOR FUTURE CONSTRUCTION. NO RESIDENTIAL LOTS SHALL BE ALLOWED TO HAVE DIRECT ACCESS TO E. TUCSON STREET OR COUNTY LINE ROAD.

J. UTILITIES
STORM SEWER, WATER AND SEWER SERVICE WILL BE PUBLICLY MAINTAINED UTILITIES PROVIDED BY THE CITY OF BROKEN ARROW AND INSTALLED BY THE DEVELOPER.

FRANCHISE UTILITIES WILL ALSO SERVE THE PROJECT WITH COMMUNICATIONS, NATURAL GAS, AND ELECTRICITY. WE ANTICIPATE UNDERGROUND SERVICES THROUGHOUT THE DEVELOPMENT.

K. MINIMUM BUILDING SETBACKS AND YARDS
1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.

2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARD ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET. NO ACCESS SHALL BE ALLOWED TO STREETS WHERE ABUTTING BUILDING LINE IS LESS THAN 25 FEET.

3. THE MINIMUM REAR YARD SHALL BE IN ACCORDANCE TO PUD-234 AND BE NO LESS THAN TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.

4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

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

PLOT DATE: Thu, 22 Apr 2021 FILE: P:\1714\01-TUCSON VILLAGE II\TUCSON VILLAGE II- BASE

FINAL PLAT

Tucson Village II

PUD 234

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER
TUCSON VILLAGE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918.261.5200
FAX: 918.299.7787
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2030, BE DEEMED TRANSFERRED TO THE TUCSON VILLAGE HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET FORTH WITHIN SECTION III HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. USE
THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA
1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAT FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

D. MAXIMUM BUILDING HEIGHT
NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY- FIVE FEET IN HEIGHT.

E. GARAGES
WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

F. FOUNDATIONS
ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

G. MASONRY
THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.

H WINDOWS
WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH
NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

J. ROOFING MATERIALS
ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

K. DRIVEWAYS
DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.
3. NO FENCES SHALL BE PERMITTED WITHIN THE FLOODPLAIN AREAS AND RESERVES. FENCING IS ALLOWED IN THE OVERLAND DRAINAGE EASEMENTS IF THE BOTTOM OF AN OPAQUE FENCE IS 6 INCHES ABOVE THE GRADE AND DOES NOT RESTRICT OVERLAND FLOW THROUGH THE EASEMENT, OR A NON-OPAQUE (CHAIN LINK, SPLIT RAIL, WROUGHT IRON FENCE) IS USED.

M. SEASONAL DECORATIONS
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION
NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES
BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT
NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET.

Y. MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR, THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE TUCSON VILLAGE HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

AB. BASKETBALL GOALS
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN TUCSON VILLAGE (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF TUCSON VILLAGE ADDITIONS.

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 MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT
EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT
THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, 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, PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION 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 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY 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, PUBLIC STREETS, 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 PLANNING COMMISSION OF THE CITY OF BROKEN ARROW AND STAFF, OR ITS SUCCESSORS AND BY THE OWNER/DEVELOPER WHILE AN OWNER OF AT LEAST ONE (1) LOT, AND AFTER THE OWNER/DEVELOPER HAS TRANSFERRED ALL LOTS BY THE OWNER/DEVELOPER OF A MAJORITY OF THE LOTS CONTAINED WITHIN THE SUBDIVISION. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. 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: TUCSON VILLAGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 22ND DAY OF APRIL, 2021

TUCSON VILLAGE LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 22ND DAY OF APRIL, 2021, BY GLENN SHAW, MANAGER OF TUCSON VILLAGE, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

JENNIFER CARLISLE
NOTARY PUBLIC - STATE OF OKLAHOMA
Commission Number 08008217
My Commission Expires Aug 6, 2024

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "TUCSON VILLAGE II" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

_____ 4-22-2021
JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

REGISTERED LAND SURVEYOR
JAY P. BISSELL
L.S. 1318
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 22ND DAY OF APRIL, 2021, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2023
COMMISSION NUMBER: 19011877

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires Nov. 25, 2023

PLOT DATE: Thu, 22 Apr 2021 FILE: P:\TWP\TUCSON VILLAGE II\TUCSON VILLAGE II BASE