Doc # 2019-8115 B: 2509 P: 0489
07/01/2019 10:27:22 AM Pg: 1 of Pgs: 4
Fee: $ 52.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC 5 - 450A

Whiskey Ridge

A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA BEING A PART OF THE NW/4 OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN.

PUD 256

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

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANEL 40145C0085J. EFFECTIVE: SEPTEMBER 30, 2016.

OWNER/DEVELOPER

WHISKEY RIDGE LLC
2301 N. 9TH STREET
SUITE A
BROKEN ARROW, OK 74012
PHONE: 918.893.3450
ATTN: STEVE BROWN

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
R.A.	RESTRICTED ACCESS
POB	POINT OF BEGINNING
U/E	UTILITY EASEMENT
FL/E	FENCE & LANDSCAPE EASEMENT
OD/E	OVERLAND DRAINAGE EASEMENT
IPF	IRON PIN FOUND
IPS	IRON PIN SET

R-15-E
EAST 31ST STREET
ROCKFORD STREET
PROJECT LOCATION
(COUNTY LINE ROAD)
SOUTH 193RD EAST AVENUE
NORTH 23RD STREET
37TH STREET
SOUTH 209TH EAST AVENUE
T-19-N
DEARBORN STREET
EAST 41ST STREET

LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS: TWO HUNDRED THIRTY NINE (239) LOTS IN TEN (10) BLOCKS AND EIGHT (8) RESERVE AREAS. CONTAINING 85.93 ACRES

BLOCK 1	9.822 ACRES - 38 LOTS
BLOCK 2	4.891 ACRES - 28 LOTS
BLOCK 3	3.679 ACRES - 20 LOTS
BLOCK 4	9.056 ACRES - 48 LOTS
BLOCK 5	2.253 ACRES - 13 LOTS
BLOCK 6	6.526 ACRES - 33 LOTS
BLOCK 7	2.219 ACRES - 12 LOTS
BLOCK 8	1.459 ACRES - 8 LOTS
BLOCK 9	0.563 ACRES - 3 LOTS
BLOCK 10	7.512 ACRES - 36 LOTS
RESERVE A	2.755 ACRES
RESERVE B	5.145 ACRES
RESERVE C	11.644 ACRES
RESERVE D	0.854 ACRES
RESERVE E	0.141 ACRES
RESERVE F	0.411 ACRES
RESERVE G	0.011 ACRES
RESERVE H	0.006 ACRES

SITE DATA

BENCHMARK
1 1/2" ALUMINUM CAP-FLUSH-SET STAMPED "561", SET S.E. OF 31ST STREET, AND 177TH E. AVE.
ELEV = 695.014' (NAVD 1988)

BASIS OF BEARINGS
ASSUMED BEARING OF N 88°30'21" E ALONG THE NORTH LINE OF THE NW/4 OF SECTION 19, T-19-N, R-15-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

LAND AREA
3,743,101 SF± / 85.93 ACRES±

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE. A MAG NAIL WITH WASHER STAMPED "CA6318" TO BE SET AT ALL STREET CENTERLINE INTERSECTIONS, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, 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-060717-16

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

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

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

WAGONER COUNTY RURAL WATER DISTRICT #4
9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

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

GREEN COUNTRY SEWER COMPANY
20108 E. 35TH STREET
BROKEN ARROW, OKLAHOMA 74014
918-355-2757

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA
MAYOR
ATTEST: CITY CLERK

NOTE:
RESTRICTIVE ACCESS - NO VEHICULAR ACCESS SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. IN THE EVENT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD, THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 20 FEET. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

A Reserve H
Scale: 1" = 30'

MATCHLINE SHEET 2

PLOT DATE: Mon, 24 Jun 2019 FILE: P:\19\519-WHISKEY RIDGE\31ST BROWN-BASE

Whiskey Ridge
Case No. PT16-114A
Sheet 1 of 4

Doc # 2019-8115 B: 2509 P: 0490
07/01/2019 10:27:22 AM
Fee: $ 32.00
Pg: 2 of Pgs: 4
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC 5 - 450A

Whiskey Ridge

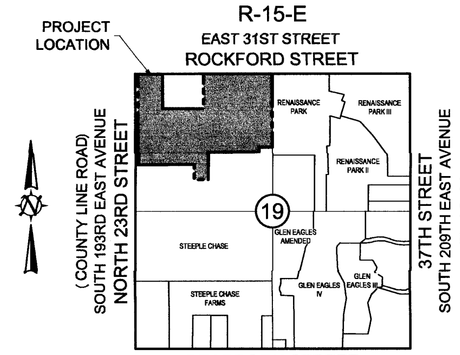
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PUD 256

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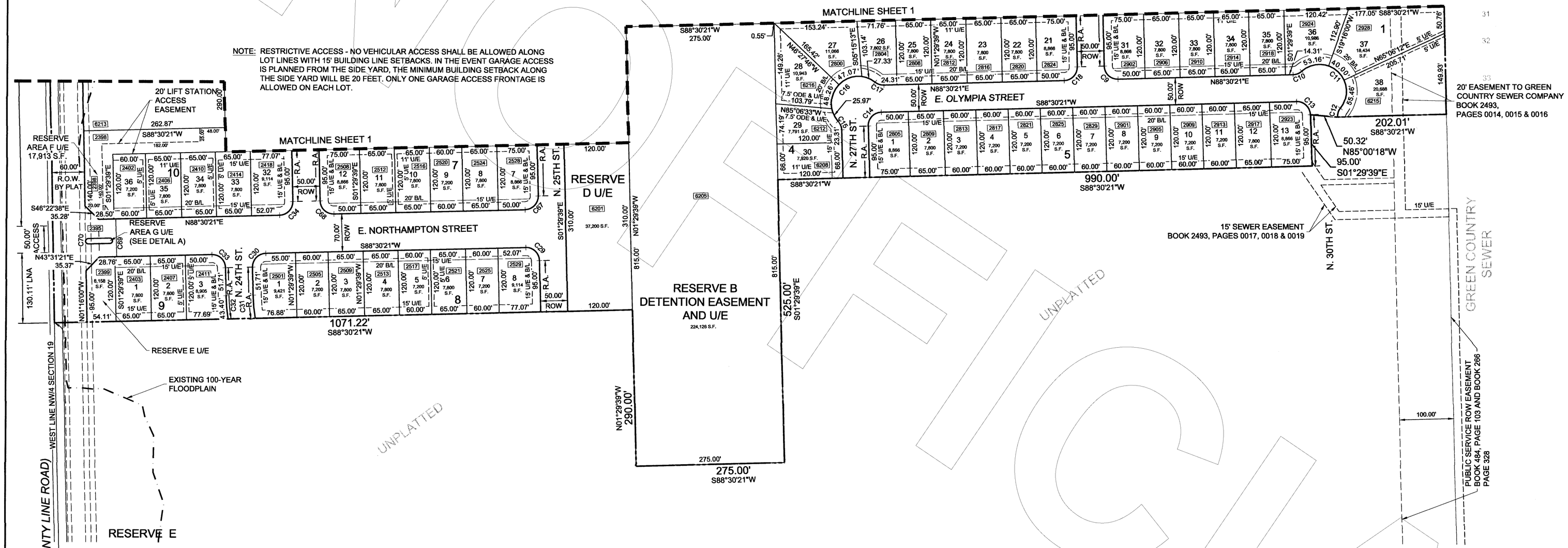
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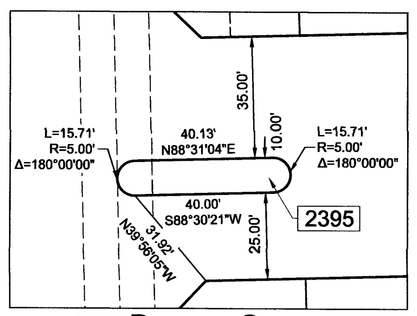
DRAWING SCALE: 1" = 100'
0 50 100 200



LOCATION MAP
SCALE: 1"=2000'

NOTE: RESTRICTIVE ACCESS - NO VEHICULAR ACCESS SHALL BE ALLOWED ALONG LOT LINES WITH 15' BUILDING LINE SETBACKS. IN THE EVENT GARAGE ACCESS IS PLANNED FROM THE SIDE YARD, THE MINIMUM BUILDING SETBACK ALONG THE SIDE YARD WILL BE 20 FEET. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.





MINIMUM FINISH FLOORS

BLOCK 1		BLOCK 1 (CONT.)		BLOCK 2 (CONT.)		BLOCK 3		BLOCK 4 (CONT.)		BLOCK 4 (CONT.)		BLOCK 4 (CONT.)		BLOCK 6 (CONT.)		BLOCK 6 (CONT.)		BLOCK 8 (CONT.)		BLOCK 10 (CONT.)		BLOCK 10 (CONT.)	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	674.00	24	677.00	7	673.50	1	673.00	2	671.50	25	674.20	48	672.00	6	672.00	29	671.00	3	672.00	11	672.50	34	666.50
2	675.00	25	676.30	8	674.00	2	674.00	3	672.10	26	674.00	BLOCK 5		7	672.00	30	671.80	4	673.50	12	670.50	35	666.50
3	675.80	26	676.00	9	674.50	3	674.30	4	672.80	27	673.20	LOT	MIN. FFE	8	672.00	31	672.00	5	674.00	13	668.50	36	665.00
4	676.00	27	675.40	10	675.00	4	675.00	5	673.10	28	673.20	1	674.00	9	672.00	32	670.50	6	674.00	14	666.50		
5	676.30	28	674.70	11	675.50	5	676.00	6	673.80	29	673.80	2	675.00	10	672.00	33	669.00	7	673.50	15	665.50		
6	676.70	29	674.00	12	676.00	6	676.30	7	674.20	30	674.20	3	675.50	11	671.20	BLOCK 7		8	673.00	16	665.20		
7	677.00	30	673.70	13	676.30	7	677.00	8	674.70	31	672.00	4	676.00	12	670.50	LOT	MIN. FFE	BLOCK 9		17	664.50		
8	677.30	31	676.70	14	677.50	8	677.80	9	675.20	32	673.30	5	676.00	13	669.50	1	673.50	LOT	MIN. FFE	18	664.50		
9	677.70	32	677.00	15	679.00	9	678.00	10	676.30	33	673.40	6	676.50	14	668.50	2	674.50	1	664.00	19	663.50		
10	678.00	33	678.00	16	678.20	10	679.00	11	677.00	34	673.40	7	676.50	15	668.50	3	674.50	2	664.50	20	664.20		
11	678.70	34	678.00	17	678.00	11	676.50	12	676.00	35	673.40	8	676.30	16	668.50	4	674.50	3	665.00	21	664.00		
12	679.00	35	679.00	18	677.00	12	675.20	13	675.00	36	673.20	9	677.00	17	670.00	5	674.50	BLOCK 10		22	664.70		
13	679.00	36	679.00	19	676.50	13	674.70	14	674.30	37	672.40	10	677.50	18	671.00	6	674.50	LOT	MIN. FFE	23	665.50		
14	679.00	37	679.00	20	676.00	14	674.20	15	673.80	38	671.80	11	678.00	19	671.00	7	673.50	1	667.00	24	667.00		
15	678.70	38	679.00	21	675.00	15	673.70	16	673.30	39	671.20	12	678.70	20	670.00	8	673.80	2	667.00	25	669.00		
16	678.00	BLOCK 2		22	674.70	16	673.10	17	673.30	40	671.20	13	679.00	21	670.00	9	673.80	3	667.00	26	673.00		
17	677.00	LOT	MIN. FFE	23	674.00	17	672.60	18	763.80	41	671.20	BLOCK 6		22	671.00	10	673.70	4	668.00	27	671.00		
18	676.00	1	672.00	24	673.50	18	672.10	19	64.00	42	671.50	LOT	MIN. FFE	23	672.50	11	673.50	5	669.00	28	670.00		
19	676.00	2	672.00	25	673.20	19	671.50	20	674.50	43	671.80	1	674.00	24	672.00	12	671.80	6	671.00	29	669.20		
20	677.00	3	672.00	26	672.00	20	671.00	21	676.50	44	673.00	2	673.00	25	672.00	BLOCK 8		7	672.00	30	668.50		
21	677.00	4	672.50	27	671.50	BLOCK 4		22	676.50	45	673.00	3	672.50	26	671.00	LOT	MIN. FFE	8	673.00	31	668.50		
22	677.00	5	672.80	28	670.00	LOT	MIN. FFE	23	676.00	46	673.00	4	672.00	27	670.50	1	669.00	9	674.00	32	667.00		
23	677.00	6	673.00			1	671.00	24	675.50	47	673.00	5	672.00	28	670.50	2	671.00	10	674.00	33	667.00		

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C1	39.27'	25.00'	35.36'	S46°29'39"E
C2	17.52'	25.00'	17.16'	N68°25'41"E
C3	148.62'	50.00'	99.64'	S46°29'39"E
C4	17.52'	25.00'	17.16'	S18°35'01"W
C5	17.52'	25.00'	17.16'	S21°34'19"E
C6	148.62'	50.00'	99.64'	S43°30'21"W
C7	17.52'	25.00'	17.16'	N71°24'59"W
C8	39.27'	25.00'	35.36'	S43°30'21"W
C9	39.27'	25.00'	35.36'	S46°29'39"E
C10	17.52'	25.00'	17.16'	N68°25'41"E
C11	148.62'	50.00'	99.64'	S46°29'39E
C12	17.52'	25.00'	17.16'	S18°35'01"W
C13	17.52'	25.00'	35.36'	N46°29'39"W
C14	148.62'	50.00'	35.36'	S43°30'21"W
C15	241.19'	50.00'	17.16'	N21°34'19"W
C16	148.62'	50.00'	99.64'	N43°30'21"E
C17	21.03	25.00'	17.16'	S71°24'59"E
C18	39.27'	25.00'	35.36'	N43°30'21"E
C19	17.52'	25.00'	17.16'	N21°34'19"W
C20	148.62'	50.00'	99.64'	N43°30'21"E
C21	17.52'	25.00'	17.16'	S71°24'59"E
C22	39.27'	25.00'	35.36'	N43°30'21"E
C23	39.27'	25.00'	35.36'	N46°29'39"W
C24	39.27'	25.00'	35.36'	S43°30'21"W
C25	17.52'	25.00'	17.16'	S21°34'19"E
C26	39.27'	25.00'	99.64'	S43°30'21"W
C27	16.42'	25.00'	17.16'	N71°24'59"W
C28	148.62'	50.00'	35.36'	S43°30'21"W
C29	39.27'	25.00'	35.36'	N46°29'39"W
C30	39.27'	25.00'	35.36'	S43°30'21"W
C31	43.44'	300.00'	43.41'	S05°38'34"E
C32	43.40'	350.00'	43.38'	S05°02'49"E
C33	39.27'	25.00'	35.36'	S46°29'39"E
C34	39.27'	25.00'	35.36'	N43°30'21"E
C35	17.52'	25.00'	17.16'	N21°34'19"W
C36	148.62'	50.00'	99.64'	N43°30'21"E
C37	17.52'	25.00'	17.16'	S71°24'59"W
C38	39.27'	25.00'	35.36'	N43°30'21"E
C39	21.03	25.00'	20.41'	N25°35'20"W
C40	241.19'	50.00'	66.67'	N88°30'21"E
C41	21.03	25.00'	20.41'	S22°36'02"W
C42	39.27'	25.00'	35.36'	N46°29'39"W
C43	39.27'	25.00'	35.36'	S43°30'21"W
C44	21.03	25.00'	20.41'	N25°35'20"W
C45	241.19'	50.00'	66.67'	N88°30'21"E
C46	21.03	25.00'	20.41'	S22°36'02"W
C47	39.27'	25.00'	35.36'	S46°29'39"E
C48	39.27'	25.00'	35.36'	S43°30'21"W
C49	39.27'	25.00'	35.36'	S46°29'39"E
C50	17.52'	25.00'	17.16'	S68°25'41"W
C51	148.62'	50.00'	99.64'	N46°29'39"W
C52	17.52'	25.00'	17.16'	N18°35'01"E
C53	17.52'	25.00'	17.16'	N21°34'19"W
C54	148.62'	50.00'	99.64'	N43°30'21"E
C55	17.52'	25.00'	17.16'	S71°24'59"E
C56	39.27'	25.00'	35.36'	N43°30'21"E
C57	39.27'	25.00'	35.36'	N43°30'21"E
C58	39.27'	25.00'	35.36'	S46°29'39"E
C59	39.27'	25.00'	35.36'	S43°30'21"W
C60	39.27'	25.00'	35.36'	N46°29'39"W
C61	39.27'	25.00'	35.36'	N43°30'21"E
C62	39.27'	25.00'	35.36'	S46°29'39"E
C63	39.27'	25.00'	35.36'	S43°30'21"W
C64	39.27'	25.00'	35.36'	N46°29'39"W
C65	39.27'	25.00'	35.36'	N43°30'21"E
C66	39.27'	25.00'	35.36'	S46°29'39"E
C67	39.27'	25.00'	35.36'	S43°30'21"W
C68	39.27'	25.00'	35.36'	N46°29'39"W
C69	7.84'	5.00'	10.00'	S01°29'39"E
C70	7.84'	5.00'	10.00'	N01°29'39"W
C71	7.85'	2.50'	5.00'	N88°22'25"E
C72	7.85'	2.50'	5.00'	S88°22'25"W

PLOT DATE: Mon, 24 Jun 2019 FILE: P:\19\519-WHISKEY RIDGE\ST BROWN.ABE

Doc # 2019-8115 B: 2509 P: 0491
07/01/2019 10:27:22 AM Pg: 3 of Pgs: 4
Fee: $ 82.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY OKLAHOMA

PLC 5 - 450A

Whiskey Ridge

A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA BEING A PART OF THE NW/4 OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN.

PUD 256

OWNER/DEVELOPER
WHISKEY RIDGE LLC
2301 N. 9TH STREET
SUITE A
BROKEN ARROW, OK 74012
PHONE: 918.893.3450
ATTN: STEVE BROWN

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

NOW ALL MEN BY THESE PRESENTS:

WHISKEY RIDGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA:

LEGAL DESCRIPTION OF TRACT

A PORTION OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 19 NORTH RANGE 15 EAST; THENCE NORTH 88°30'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19 A DISTANCE OF 471.12 FEET; THENCE SOUTH 01°22'17" EAST A DISTANCE OF 661.43 FEET; THENCE NORTH 88°30'52" EAST A DISTANCE OF 790.14 FEET; THENCE NORTH 01°22'17" WEST A DISTANCE OF 661.55 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19; THENCE NORTH 88°30'21" EAST ALONG NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19 A DISTANCE OF 1324.16 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19; THENCE SOUTH 01°21'43" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19, ALSO BEING THE WEST LINE OF RENAISSANCE PARK A DISTANCE OF 1415.69 FEET; THENCE SOUTH 88°30'21" WEST A DISTANCE OF 202.01 FEET; THENCE NORTH 85°00'18" WEST A DISTANCE OF 50.32 FEET; THENCE SOUTH 01°29'39" EAST A DISTANCE OF 95.00 FEET; THENCE SOUTH 88°30'21" WEST A DISTANCE OF 990.00 FEET; THENCE SOUTH 01°29'39" EAST A DISTANCE OF 525.00 FEET; THENCE SOUTH 88°30'21" WEST A DISTANCE OF 275.00 FEET; THENCE NORTH 01°29'39" WEST A DISTANCE OF 290.00 FEET; THENCE SOUTH 88°30'21" WEST A DISTANCE OF 1071.22 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 19; THENCE NORTH 01°17'39" WEST ALONG SAID WEST LINE OF SECTION 19 A DISTANCE OF 1740.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3,743,101 SF AND 85.93 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 239 LOTS, 10 BLOCKS, AND 8 RESERVES IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "WHISKEY RIDGE" A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER 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 GAS LINES AND 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. UTILITY LINES AND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION 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 THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. 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 AND OTHER COMMUNICATION 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, CABLE TELEVISION OR COMMUNICATION 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, CABLE TELEVISION OR COMMUNICATION 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, CABLE TELEVISION OR OTHER COMMUNICATION 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 AND DRAINAGE 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, STORM SEWER OR DRAINAGE WAYS, 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, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER 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. GREEN COUNTRY SEWER, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY 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.
5. 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 STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS. GREEN COUNTRY SEWER SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SANITARY SEWER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING SEWER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
6. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. GREEN COUNTRY SEWER COMPANY, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, GREEN COUNTRY SEWER, *THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES 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. OVERLAND DRAINAGE AND DETENTION EASEMENTS
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, BY THE OWNER/DEVELOPER 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 ROCKFORD STREET AND NORTH 23RD STREET 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 AREAS A & B DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, *LANDSCAPING AND DETENTION AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT* CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREAS A & B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BROKEN ARROW ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.
2. THE USE OF RESERVE AREA D DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING AS WELL AS UTILITY EASEMENTS. A SWIMMING POOL AND RELATED FACILITIES OR OTHER USE PROVIDED BY THE OWNER AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREAS D WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA D WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
3. THE USE OF RESERVE AREA C DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BROKEN ARROW ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN FLOODPLAIN AREAS.
4. THE USE OF RESERVE AREAS E, F, G & H DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREAS E, F, G & H WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO 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 ANY 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/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

J. 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 YARDS 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 (20) FEET.
3. THE MINIMUM REAR YARD SHALL BE 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.

K. 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. PLANNED UNIT DEVELOPMENT RESTRICTIONS
WHEREAS WHISKEY RIDGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 256 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 - 256 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON JANUARY 12, 2017, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 7, 2017; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNERS SUCCESSORS IN TITLE, AND THE CITY OF BROKEN ARROW OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

B.	PERMITTED USES	SINGLE FAMILY DETACHED DWELLINGS
C.	GROSS RESIDENTIAL AREA	142.16 ACRES FOR PUD-256
D.	MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)	8,500 SQUARE FEET
E.	MAXIMUM NUMBER OF DWELLING UNITS	450 FOR PUD-256
F.	MINIMUM FRONT BUILDING SETBACK	20 FEET
G.	MINIMUM REAR BUILDING SETBACK (ALONG ROCKFORD ST.)	20 FEET
H.	MINIMUM LOT WIDTH	60 FEET
I.	MINIMUM LOT SIZE	6,000 SQUARE FEET
J.	MINIMUM LIVABILITY SPACE PER LOT	1,000 SQUARE FEET
K.	MINIMUM CORNER LOT SIDE YARD ABUTTING A PUBLIC STREET*	15' ON SIDE YARD
L.	MINIMUM REAR YARD	20 FEET, INCLUDING LOTS ADJACENT TO THE 15' WIDE RESERVE AREA PARALLELING 23RD STREET

* AGGREGATE LIVABILITY SPACE FOR EACH LOT SHALL BE AT LEAST 3000 SQUARE FEET. GREEN SPACE AND/OR AMENITY RESERVES SHALL BE ESTABLISHED BY SUBDIVISION PLAT AND SHALL INCLUDE A MINIMUM OF 2,000 SQUARE FEET PER LOT.

** 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. 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 20'. ONLY ONE GARAGE ACCESS FRONTAGE IS ALLOWED ON EACH LOT.

M. 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, HOWEVER, STRAIGHT STREET LENGTHS IN EXCESS OF 900' FEET WILL BE ALLOWED. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG 23RD STREET AND ROCKFORD STREET. SIDEWALKS WILL ALSO BE CONSTRUCTED BY THE OWNER/DEVELOPER WHERE THEY ARE ADJACENT TO RESERVES AND/OR OPEN SPACES. NO RESIDENTIAL LOTS SHALL BE ALLOWED TO HAVE DIRECT ACCESS TO ROCKFORD STREET OR 23RD STREET. THE PROJECT WILL ALSO CONNECT TO THE EXISTING STUB STREET WITHIN STEEPLE CHASE.

N. UTILITIES
WATER SERVICE TO THE DEVELOPMENT WILL BE PROVIDED BY WAGONER COUNTY RURAL WATER DISTRICT 4. SANITARY SEWER SERVICE WILL BE PROVIDED BY GREEN COUNTRY SEWER. AS PART OF THE GREEN COUNTRY SEWER SERVICE PLAN A LIFT STATION WILL BE CONSTRUCTED IN THE NORTHWESTERN PORTIONS OF THE PROPERTY. THIS LIFT STATION WILL BE CONSTRUCTED TO OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS AND WILL BE MAINTAINED BY THEM. STORM SEWER WILL BE DESIGNED ACCORDING TO CITY OF BROKEN ARROW STANDARDS AND INSTALLED BY THE DEVELOPER. TWO DETENTION FACILITIES ARE CURRENTLY PROPOSED AS PART OF THE PROJECT. THESE FACILITIES WILL BE DESIGNED TO REDUCE THE PEAK STORMWATER RUNOFF RATES TO AN AMOUNT EQUAL TO OR LESS THAN EXISTING CONDITION RATES. THE DETENTION AND OPEN SPACE AREAS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

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

O. LANDSCAPE AND SCREENING STANDARDS
LANDSCAPING AND SCREENING ALONG ROCKFORD ST. SHALL CONFORM TO THE CITY OF BROKEN ARROW *ZONING ORDINANCE. A 5' WIDE FENCE AND LANDSCAPE EASEMENT IS PROVIDED ALONG ROCKFORD STREET* AND WILL BE MODIFIED AS NECESSARY TO ACCOMMODATE CODE REQUIRED FENCE ARTICULATION. IN ADDITION, A LANDSCAPE/OPEN SPACE RESERVE AREA OF AT LEAST 15 FEET IN WIDTH IS PROVIDED ALONG 23RD STREET. AT LEAST ONE TREE FROM THE APPROVED TREE LIST IN THE BROKEN ARROW ZONING ORDINANCE SHALL BE INSTALLED IN THE RESERVE AREA FOR EVERY 50' OF FRONTAGE ALONG 23RD STREET AND ROCKFORD STREET HOWEVER EXISTING TREES THAT MAY BE PRESERVED WILL BE USED TO SATISFY THE REQUIREMENT. REQUIRED STREET TREES ALONG 23RD STREET MAY BE INSTALLED ANYWHERE WITHIN THE ABUTTING RESERVE AREA, HOWEVER, STREET TREES ALONG ROCKFORD ST. MUST BE LOCATED ON THE STREET SIDE OF THE ADJOINING FENCE.

ALL OPEN SPACE RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION UNLESS OTHERWISE ACCEPTED BY THE CITY OF BROKEN ARROW FOR PERPETUAL MAINTENANCE AS PART OF THE BROKEN ARROW FLOODPLAIN POLICY. THE NORMAL 35' BUILDING LINE REQUIRED ADJACENT TO 23RD *STREET SHALL BE MEASURED FROM THE ULTIMATE RIGHT OF WAY AND MAY FULLY CONTAIN THE LANDSCAPE* RESERVE.

DUE TO THE LARGE FLOODPLAIN AREA ALONG 23RD STREET A SCREENING FENCE ADJACENT TO THE STREET RIGHT OF WAY WILL NOT BE REQUIRED. WHERE THE STORM WATER DETENTION OR FLOODPLAIN IS ADJACENT TO ANY PUBLIC STREET OUR GOAL IS TO ENCOURAGE A VISUAL CONNECTION FROM THE STREET TO THE FLOODPLAIN AREA TO ADD VARIETY TO THE VISUAL CHARACTER OF THE STREETSCAPE.

FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AT THE SAME TIME THE LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

ALL TRAFFIC ISLANDS SURROUNDED BY STREET RIGHT OF WAY SHALL INCLUDE APPROPRIATE LANDSCAPING AND BERMS TO ADD VISUAL CHARACTER TO THE COMMUNITY AND AID IN SLOWING TRAFFIC PATTERNS THROUGH THE PROJECT SITE.

PLOT DATE: Mon, 24 Jun 2019 FILE: P:\1915\19-WHISKEY RIDGE\3\1ST BROWN-BASE

Doc # 2019-8115 B: 2509 P: 0492
07/01/2019 10:27:22 AM Pg: 4 of Pgs: 4
Fee: $ 82.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC5-450A

Whiskey Ridge

A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA BEING A PART OF THE NW/4 OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN.

PUD 256

OWNER/DEVELOPER
WHISKEY RIDGE LLC
2301 N. 9TH STREET
SUITE A
BROKEN ARROW, OK 74012
PHONE: 918.893.3450
ATTN: STEVE BROWN

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called _____ has been filed into Wagoner County Records.
Lori Hendricks, Wagoner County Clerk

SECTION III. PRIVATE RESTRICTIONS

THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE LOTS IN THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFOR, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE APPLICABLE TO ALL LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE OWNER OF A LOT AND BY THE HOMEOWNER'S ASSOCIATION.

A. ARCHITECTURAL COMMITTEE

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERECTED, PLACED OR ALTERED 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 OR STRUCTURE, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE, HARDSCAPE AND LIGHTING; AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO.
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 PROPOSED COLOR SCHEME, 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. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION III BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF WAGONER COUNTY, STATE OF OKLAHOMA.
3. TRANSFER OF DUTIES. THE OWNER/DEVELOPER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER/DEVELOPER, BY A WRITTEN INSTRUMENT. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER/DEVELOPER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVE AREAS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE OF LOTS
THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE
THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2. FLOOR AREA.
A SINGLE STORY DWELLING SHALL HAVE A MINIMUM OF 1700 SQUARE FEET OF LIVING FLOOR AREA. A TWO STORY DWELLING SHALL HAVE A MINIMUM OF 2100 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.

3. ORIENTATION OF DWELLINGS
THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

4. GARAGES.
WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF 2 PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

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

6. EXTERIOR WALLS.
THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL, ALUMINUM, VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH 6.

7. WINDOWS.
WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

8. ROOF PITCH.
NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 7/12, EXCEPT FOR PORCHES AND PATIOS WHICH SHALL HAVE A ROOF PITCH OF NOT LESS THAN 4/12.

9. ROOFING MATERIALS.
ROOFING FOR A DWELLING SHALL BE COMPOSITION ARCHITECTURAL SIMULATED "WEATHERED WOOD" SHINGLES. 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. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONING AND SOLAR EQUIPMENT, IS PROHIBITED.

10. CHIMNEYS.
THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

11. DRIVEWAYS.
DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

12. FENCING.
FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. APPROVAL SHALL ALSO BE REQUIRED FOR ANY PAINTING OR STAINING OF AN EXISTING FENCE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE SIX FEET (6 FT.) IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVE AREAS, PONDS, AND GREEN BELTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR DETERMINATIONS AND SHALL NOT BE INSTALLED PRIOR TO APPROVAL OF THE ARCHITECTURAL COMMITTEE. NO FENCES SHALL BE PERMITTED WITHIN THE FLOODPLAIN AREAS AND RESERVES.

13. LANDSCAPING OF LOTS; IRRIGATION SYSTEMS.
LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

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

15. OUTBUILDINGS.
OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

16. SWIMMING POOLS.
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED. ALL POOLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

17. ANTENNAS.
EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AND IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

18. 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.*

19. RECREATIONAL VEHICLES AND EQUIPMENT.
NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

20. TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES.
NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3/4 TON).

21. ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES.
NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

22. BASKETBALL GOALS/PLAY STRUCTURES/TRAMPOLINES.
ALL BASKETBALL GOALS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. NO TEMPORARY BASKETBALL GOALS SHALL BE PERMITTED. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT.) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT.) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR *YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT.) IN HEIGHT AND ARE OUT OF VIEW OF* ADJOINING LOT OWNERS.

23. ON-STREET PARKING PROHIBITED.
ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

24. CLOTHESLINES AND GARBAGE RECEPTACLES.
CLOTHESLINES POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

25. MAILBOXES.
MAILBOXES SHALL BE OF A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNATED BY THE ARCHITECTURAL COMMITTEE.

26. ANIMALS.
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO (2) CUSTOMARY HOUSEHOLD PETS, INCLUDING BUT NOT LIMITED TO DOGS AND/OR CATS, MAY BE KEPT, PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00 P.M. AND 7:00 A.M. FOR THE PURPOSE OF THIS SECTION 26, POT-BELLIED PIGS, PONIES AND KANGAROOS, AND OTHER "EXOTIC" ANIMALS, ARE NOT CUSTOMARY HOUSEHOLD PETS.

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

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

29. 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.

C. FENCE AND LANDSCAPE EASEMENT
THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE NORTH BOUNDARY OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "FL/E".

SECTION IV. HOMEOWNER'S ASSOCIATION

A. FORMATION
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN "WHISKEY RIDGE" TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION INCLUDING BUT WITHOUT LIMITATION, RESERVES A, B, C, D, E, F, G, H AND THE FENCE & LANDSCAPE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF "WHISKEY RIDGE". THE DETAILS OF THE ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, WAGONER COUNTY, OKLAHOMA

B. MEMBERSHIP
EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN "WHISKEY RIDGE" SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORMWATER DETENTION FACILITIES , FENCE & LANDSCAPE EASEMENT AND OTHER COMMON AREAS OF THE SUBDIVISION. SUCH ASSESSMENT SHALL BE MADE IN ACCORDANCE WITH THE HOMEOWNER'S ASSOCIATION BY LAWS.

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. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, 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 II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, 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. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS AND COVENANTS 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 SECTIONS III 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 III 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.

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY

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, UTILITIES AND EASEMENTS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS 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 THROUGH PROCESS BY THE *PLANNING COMMISSION* OF THE CITY OF BROKEN ARROW OR ITS SUCCESSORS AND BY THE OWNER/DEVELOPER WHILE AN OWNER/DEVELOPER OF AT LEAST ONE (1) LOT, AND AFTER THE OWNER/DEVELOPER HAS TRANSFERRED ALL LOTS BY THE OWNER OF A MAJORITY OF THE LOTS CONTAINED WITHIN THE SUBDIVISION. THE COVENANTS CONTAINED WITHIN SECTION III. PROPERTY OWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER OR BY THE OWNERS OF NOT LESS THAN 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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

IN WITNESS WHEREOF: WHISKEY RIDGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 24TH DAY OF JUNE, 2019.

WHISKEY RIDGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
STEVE BROWN, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 24TH DAY OF JUNE, 2019, BY STEVE BROWN, MANAGER OF WHISKEY RIDGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: 08082020
COMMISSION NUMBER: 16007590

TINA CHARLENE VERNON
NOTARY PUBLIC
Commission # 16007590
Expires 08-08-2020
STATE OF OKLAHOMA

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 "WHISKEY RIDGE" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____ 6-24-2019
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 WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 24TH DAY OF JUNE, 2019, 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: MARCH 13, 2023
COMMISSION NUMBER: 19002617

TERESA CASE
NOTARY PUBLIC
#19002617
STATE OF OKLAHOMA

PLOT DATE: Mon, 24-Jun-2019 FILE: P:\2019\WHISKEY RIDGE\1ST BROWN-BASE