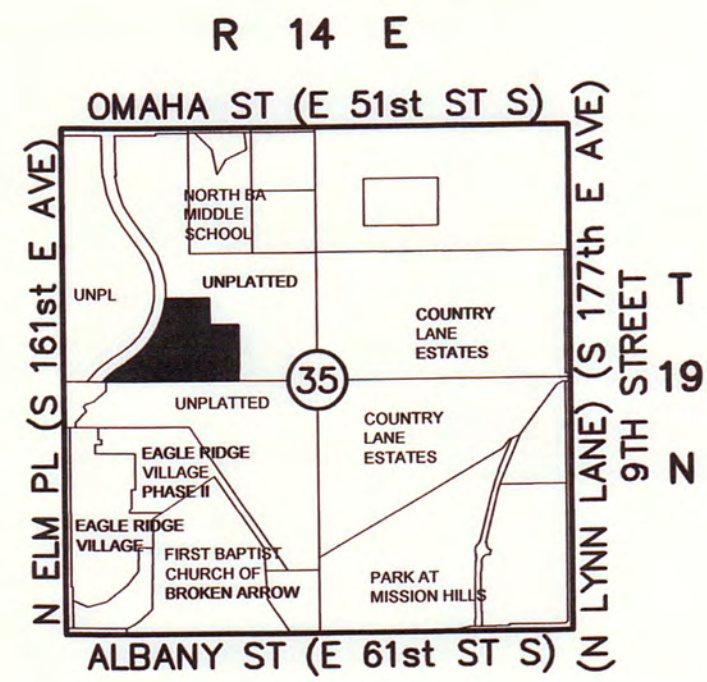


PUD 216-A

Crown Village at Elm Ridge

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-FIVE (35)
 TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN
 AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



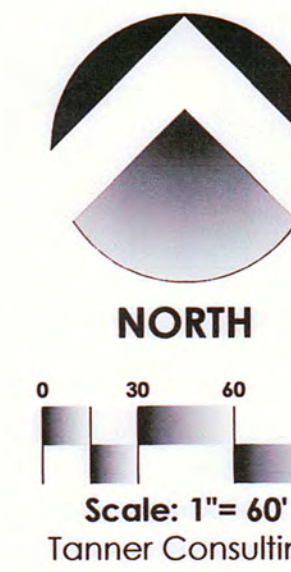
Location Map
 Scale: 1" = 2000'

SUBDIVISION CONTAINS
 ONE (1) LOT IN ONE (1) BLOCK
 & ONE (1) RESERVE

GROSS SUBDIVISION AREA: 17.867 ACRES

STATE OF OKLAHOMA } SS
 COUNTY OF TULSA }
 I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office.
 Dated the 17th day of September 2013
 Pat Key, Tulsa County Clerk
Sally Sinden Deputy

LEGEND:
 B/L = BUILDING LINE
 CB = CHORD BEARING
 CD = CHORD DISTANCE
 COR = CORNER
 DET-DETENTION EASEMENT
 ESMT = EASEMENT
 LNA=LIMITS OF NO ACCESS
 ODE=OVERLAND DRAINAGE EASEMENT
 R = RADIUS
 ROW=RIGHT-OF-WAY
 U/E = UTILITY EASEMENT



OWNER:
Brown and Perkins, LLC
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 CONTACT: LINDSAY PERKINS
 2223 E. Skelly Drive
 Tulsa, Oklahoma 74105
 Phone: (918)749-1637

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
 DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2013
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918)745-9929

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 \$ 256.00 per trust receipt no. 13002 to be applied to 20 13 taxes. This certificate is NOT to be construed as payment of 20 13 taxes in full but is given in order that this plat may be filed on record. 20 13 taxes may exceed the amount of the security deposit.

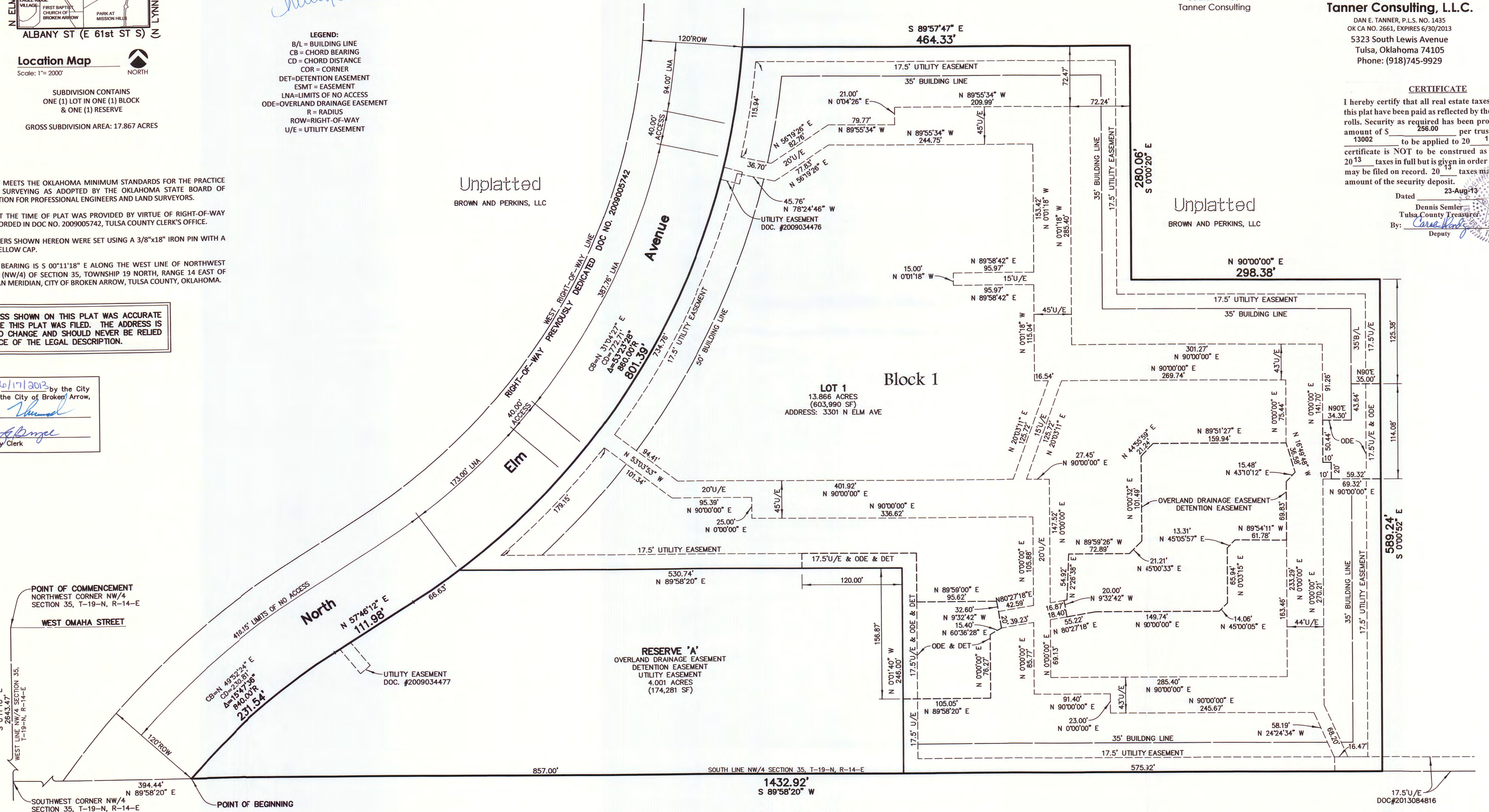
Dated 23-Aug-13
 Dennis Semler
 Tulsa County Treasurer
 By: *Cara Kelly*
 Deputy

Notes

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY VIRTUE OF RIGHT-OF-WAY DEED RECORDED IN DOC NO. 2009005742, TULSA COUNTY CLERK'S OFFICE.
- ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"x18" IRON PIN WITH A PLASTIC YELLOW CAP.
- BASIS OF BEARING IS S 00°11'18" E ALONG THE WEST LINE OF NORTHWEST QUARTER (NW/4) OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

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

APPROVED 6/17/2013 by the City Council of the City of Broken Arrow, Oklahoma.
Cara Kelly
 Mayor
Mandy Engel
 Attest: City Clerk



POINT OF COMMENCEMENT
 NORTHWEST CORNER NW/4
 SECTION 35, T-19-N, R-14-E
 WEST OMAHA STREET
 WEST LINE NW/4 SECTION 35,
 T-19-N, R-14-E
 S 01°11'18" E
 394.44'
 N 89°58'20" E
 POINT OF BEGINNING

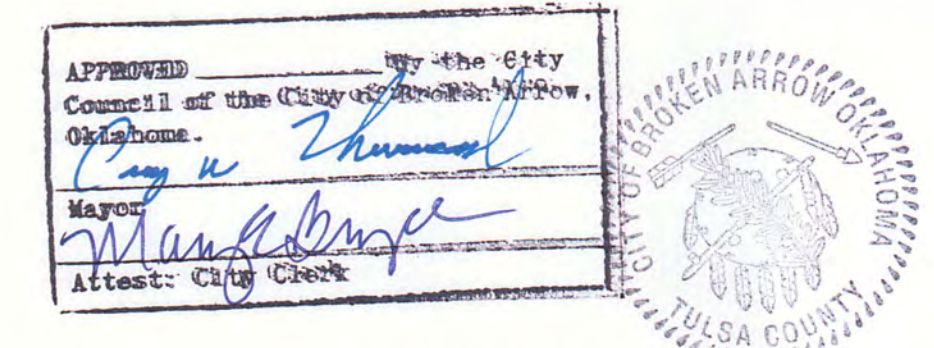
17.5' U/E
 DOC#2013084816

Unplatted
 PACK, JERRY D AND SUSAN M

PUD 216-A

Crown Village at Elm Ridge

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-FIVE (35)
TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN
AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT **BROWN AND PERKINS, LLC**, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 35, THENCE S 0°01'18" E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) OF SECTION 35, A DISTANCE OF 2643.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4); THENCE N 89°58'20" E AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 394.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ELM AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 15°47'36", A DISTANCE OF 231.54 FEET ALONG THE CURVE, AND HAVING A CHORD BEARING OF N 49°52'24" E AND A CHORD DISTANCE OF 230.81 FEET; THENCE N 57°46'12" E A DISTANCE OF 111.98 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 53°23'28", A DISTANCE OF 801.39 FEET ALONG THE CURVE, AND HAVING A CHORD BEARING OF N 49°52'24" E AND A CHORD DISTANCE OF 230.81 FEET; THENCE S 00°00'00" E A DISTANCE OF 280.06 FEET; THENCE N 90°00'00" E A DISTANCE OF 298.38 FEET; THENCE S 00° 00' 52" E A DISTANCE OF 589.24 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4); THENCE S 89°58'20" W AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 1432.92 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 778,271 SQUARE FEET OR 17.867 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK AND ONE (1) RESERVE AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "CROWN VILLAGE AT ELM RIDGE", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "ADDITION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "CROWN VILLAGE AT ELM RIDGE" ADDITION UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE).

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. UTILITIES AND EASEMENTS

A. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES, SEWER LINES AND OTHER PUBLIC UTILITIES AS DESCRIBED ABOVE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY RESERVES 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES, WATER, SANITARY SEWER, STORM SEWER AND GAS SERVICE

- OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES AS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENTS.
- UNDERGROUND SERVICE CABLES OF ANY TYPE, WATER, SEWER, SANITARY SEWER AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE ADDITION MAY BE RUN FROM THE NEAREST AVAILABLE WATER, SEWER, GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS, SEWER AND ANY OTHER SERVICES, INCLUDING WHERE APPLICABLE THE CITY, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS OR OTHER FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REASONABLE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, SEWER, SANITARY SEWER OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, INCLUDING, BUT NOT LIMITED TO, REPLACEMENT OR REPAIR OF DAMAGE CAUSED BY WEATHER OR OTHER ACTS OF GOD, 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.
- WITHIN THE UTILITY EASEMENTS AND AREAS DESCRIBED IN THIS PARAGRAPH B AND DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF THE UTILITIES DESCRIBED HEREIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID UTILITIES SHALL BE PROHIBITED.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE UTILITIES DESCRIBED IN THIS PARAGRAPH B, INCLUDING THE CITY WHERE APPLICABLE AND EACH SUPPLIER'S SUCCESSOR, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. RESERVE "A"

- THE USE OF RESERVE "A" SHALL BE DESIGNATED AS A PRIVATE STORMWATER DETENTION EASEMENT.
- THE OWNER SHALL PROVIDE GROUNDS AND IMPROVEMENT MAINTENANCE WITHIN RESERVE "A" IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - GRASS AREAS SHALL BE MOWED IN SEASON AT REGULAR INTERVALS NOT EXCEEDING FOUR WEEKS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE RESERVE AREA SHALL BE KEPT FREE OF DEBRIS.
- IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY.

D. LOT SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY.

E. OVERLAND DRAINAGE EASEMENTS

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

F. OWNER RESPONSIBILITY WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITH THE UTILITY EASEMENTS ON THE LOT IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY 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.

H. DETENTION EASEMENT

- THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS DETENTION EASEMENT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE ADDITION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID EASEMENT AREA SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREA NOR SHALL THE ALTERATION OF GRADE BE PERMITTED IN SUCH EASEMENT AREA UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE LOT OWNER IN ACCORDANCE TO THE FOLLOWING STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
 - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNEL SHALL BE PERFORMED TWICE YEARLY.

- LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED WITHIN DETENTION EASEMENT.
- IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER 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. IN THE EVENT THE LOT OWNER 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. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, **CROWN VILLAGE AT ELM RIDGE** WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 216) AS PROVIDED WITHIN SECTIONS 6.4 OF THE CITY OF BROKEN ARROW ZONING CODE, AND WHEREAS PUD NO. 216 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON JULY 17, 2012, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JULY 23, 2012, AND SUBSEQUENTLY MODIFIED BY THE BROKEN ARROW PLANNING COMMISSION WITH PUD 216A ON APRIL 11, 2013 AND APPROVED AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO THE AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND, WHEREAS, THE OWNERS, DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF CROWN VILLAGE AT ELM RIDGE, AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEREFORE, THE OWNERS HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, ITS GRANTEEES, SUCCESSORS AND ASSIGNS IN TITLE TO CROWN VILLAGE AT ELM RIDGE, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD NO. 216-A

CROWN VILLAGE AT ELM RIDGE SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND DEVELOPMENT REGULATIONS OF THE RM (RESIDENTIAL MULTIFAMILY DISTRICT), EXCEPT AS DESCRIBED BELOW:

B. DEVELOPMENT STANDARDS

LAND AREA	17.867 ACRES
PERMITTED USES	MULTI-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES
MINIMUM LIVABILITY AREA PER DWELLING UNIT	1,200 SF
MINIMUM GROSS AREA PER DWELLING UNIT	2,200 SF
MAXIMUM NUMBER OF DWELLING UNITS	292
LANDSCAPING	LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE ZONING ORDINANCE. EXCEPT AS MODIFIED BELOW IN THE LANDSCAPE AND FENCING SECTION OR WHERE THERE MAY BE CONFLICTS WITH OVERHEAD LINES, ALL REQUIRED TREES SHALL BE MEDIUM TO LARGE TREES AS IDENTIFIED IN THE ZONING ORDINANCE.
MAXIMUM DWELLING UNITS PER BUILDING	32 DWELLING UNITS
MINIMUM MASONRY EXTERIOR FINISH	EXTERIOR BUILDING MATERIALS OF THE CLUBHOUSE, MULTI-FAMILY BUILDINGS, GARAGES, AND ACCESSORY BUILDINGS (EXCLUDING DOORS AND WINDOWS) SHALL BE AT THE MINIMUM PERCENTAGES (50%, 35%, 20%, OR 0%) OF MASONRY AS REFLECTED ON THE SITE PLAN & BUILDING ELEVATIONS INCLUDED AS EXHIBIT C AND AT LEAST 25% OF STREET FACING FACADES ON ELM AVE SHALL BE NATURAL BRICK OR STONE. THE REMAINDER OF EXTERIOR BUILDING WALLS SHALL BE CONSTRUCTED WITH STUCCO CEMENT FIBER MATERIAL.
MAXIMUM BUILDING COVERAGE	30% OF NET LOT AREA
MAXIMUM BUILDING HEIGHT	52 FEET
MAXIMUM BUILDING LENGTH	200 FEET - ARTICULATION REQUIREMENTS SHALL BE PER ZONING CODE FOR FACADES OVER 50 FEET
MAXIMUM STORIES	4
MINIMUM BUILDING PERIMETER SETBACKS	FROM ARTERIAL STREETS 50 FEET FROM OTHER DEV. AREA BOUNDARIES 35 FEET - PORCHES AND BALCONIES MAY ENCR OACH A MAXIMUM OF 5 FEET INTO THE PERIMETER LANDSCAPE BUFFER
MINIMUM DISTANCE BETWEEN BUILDINGS	20 FEET
MINIMUM OFF-STREET PARKING SPACES	1.5 PER ONE BEDROOM 2.0 PER TWO OR THREE BEDROOM
OPEN SPACE PRESERVATION	MINIMUM OF 4.0 ACRES LOCATED IN THE SOUTHWEST CORNER OF SITE SHALL REMAIN AS PERMANENT OPEN SPACE, MAINTAINED IN A GENERALLY UNDISTURBED MANNER.
OTHER BULK AND AREA REQUIREMENTS	AS ESTABLISHED WITHIN RM DISTRICT IN THE BROKEN ARROW ZONING CODE.
LANDSCAPING AND FENCING	LANDSCAPING THROUGHOUT THE PLANNED UNIT DEVELOPMENT, SHALL MEET THE REQUIREMENTS OF SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS MODIFIED HEREIN. SECTION 5.2.B.1.a.iv. IS MODIFIED TO REDUCE THE NUMBER OF TREES REQUIRED PER DWELLING UNIT FROM TWO TREES TO ONE TREE PROVIDED EACH TREE SHALL HAVE A CALIPER OF 3 INCHES

(ZONING ORDINANCE REQUIRES 2 INCH CALIPER) AND SHRUBS ARE INCREASED AS FOLLOWS:

- 7.5 - 3 GALLON SHRUBS ARE INSTALLED PER DWELLING UNIT (ZONING ORDINANCE REQUIRES 5 - 3 GALLON SHRUBS - 50% INCREASE); AND
- 5 - 1 GALLON GROUNDCOVER OR FLOWERING SHRUBS ARE INSTALLED PER DWELLING UNIT (ZONING ORDINANCE DOES NOT REQUIRE ANY GROUNDCOVER OR FLOWERING SHRUBS).

LANDSCAPE EDGE TREE REQUIREMENTS PER CHAPTER 5, SECTION 5.2.B.1.a.ii SHALL APPLY ALONG THE ARTERIAL STREET.

THE LANDSCAPE ISLANDS REQUIRED BY SECTION 5.2.B.1.c.ii.A MAY BE REPLACED BY STRIPED ACCESS AISLES LOCATED NEXT TO WALKWAYS THAT CONNECT TO BREEZEWAYS. LANDSCAPE MATERIALS OTHERWISE REQUIRED AT THE ISLANDS SHALL BE LOCATED THROUGHOUT THE PROJECT.

THE OTHER PROVISIONS OF SECTION 5.2.B SHALL REMAIN IN FULL FORCE AND EFFECT. IN ADDITION THERETO, WITHIN DEVELOPMENT TRACT AN OPAQUE SCREENING FENCE NOT LESS THAN SIX FEET IN HEIGHT SHALL BE PROVIDED WHERE ADJACENT TO SINGLE FAMILY, EXCEPT ALONG THE EAST BOUNDARY OF AREA A ADJACENT TO THE DRAINAGE AREA A 4 FT. TALL SPLIT RAIL FENCE SHALL BE PROVIDED ACCORDING TO CITY ZONING ORDINANCE. A 6"Ø BLACK VINYL COATED CHAIN LINK FENCE SHALL BE PROVIDED FROM THE SOUTHEASTERN CORNER OF THE OPEN SPACE AREA TO THE SOUTHEASTERN CORNER OF THE PROPERTY. AN ARCHITECTURAL METAL FENCE WITH MASONRY COLUMNS AT APPROXIMATELY 50 FEET ON CENTER AND/OR WALLS SHALL BE PROVIDED ALONG THE WEST BOUNDARY OF THE SITE NEXT TO ELM AVENUE. 272 TREES, PLUS THE TREES NECESSARY TO MEET THE REQUIREMENT FOR FRONTAGE AND PARKING LOT AREAS, ALL A MINIMUM OF 3 CALIPERS, SHALL BE PROVIDED. A TREE SURVEY OF THE EXISTING TREES SHALL BE PREPARED TO IDENTIFY ALL TREES WITH A 3 INCH CALIPER MINIMUM AND SHALL INCLUDE THE SIZE AND TYPE OF TREE FOR A CREDIT EQUAL TO NOT MORE THAN 50% OF THE TREES REQUIRED PURSUANT TO THIS PLANNED UNIT DEVELOPMENT AND THE BROKEN ARROW ZONING ORDINANCE LANDSCAPE REQUIREMENTS IN ACCORDANCE WITH SECTION 5.2.C.2.

SECTION III. TERM, AMENDMENT AND ENFORCEMENT

- THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON AND ENFORCEABLE BY THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, BY THE BENEFICIARIES OF THE COVENANTS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, UNTIL JANUARY 1, 2037, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED AND REMAIN SIMILARLY ENFORCEABLE FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN THE ADDITION IT IS AGREED, WITH APPROVAL OF THE CITY OF BROKEN ARROW, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART; PROVIDED, HOWEVER, SUCH COVENANTS AND RESTRICTIONS MAY BE AMENDED OR MODIFIED AT ANY TIME BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN THE ADDITION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW.
- IN THE EVENT THE UNDERSIGNED OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN THE ADDITION, THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF, INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, **BROWN AND PERKINS, LLC**, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 22 DAY OF Aug., 2013.

BROWN AND PERKINS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY,
By: *Lindsay Perkins*
LINDSAY PERKINS, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 22 DAY OF Aug., 2013, BY LINDSAY PERKINS, AS MANAGING MEMBER OF **BROWN AND PERKINS, LLC**.

Oct. 4, 2016
MY COMMISSION EXPIRES: _____ NOTARY

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "CROWN VILLAGE AT ELM RIDGE", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 21 DAY OF Aug., 2013

By: *Dan E. Tanner*
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 21 DAY OF August, 2013, BY DAN E. TANNER, AS A REGISTERED LAND SURVEYOR.

MARCH 8, 2016
MY COMMISSION EXPIRES: _____
Jennifer Miller
JENNIFER MILLER, NOTARY

