Tulsa County Clerk - EARLENE WILSON
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PLAT No.
6206

Final Plat PUD#158B

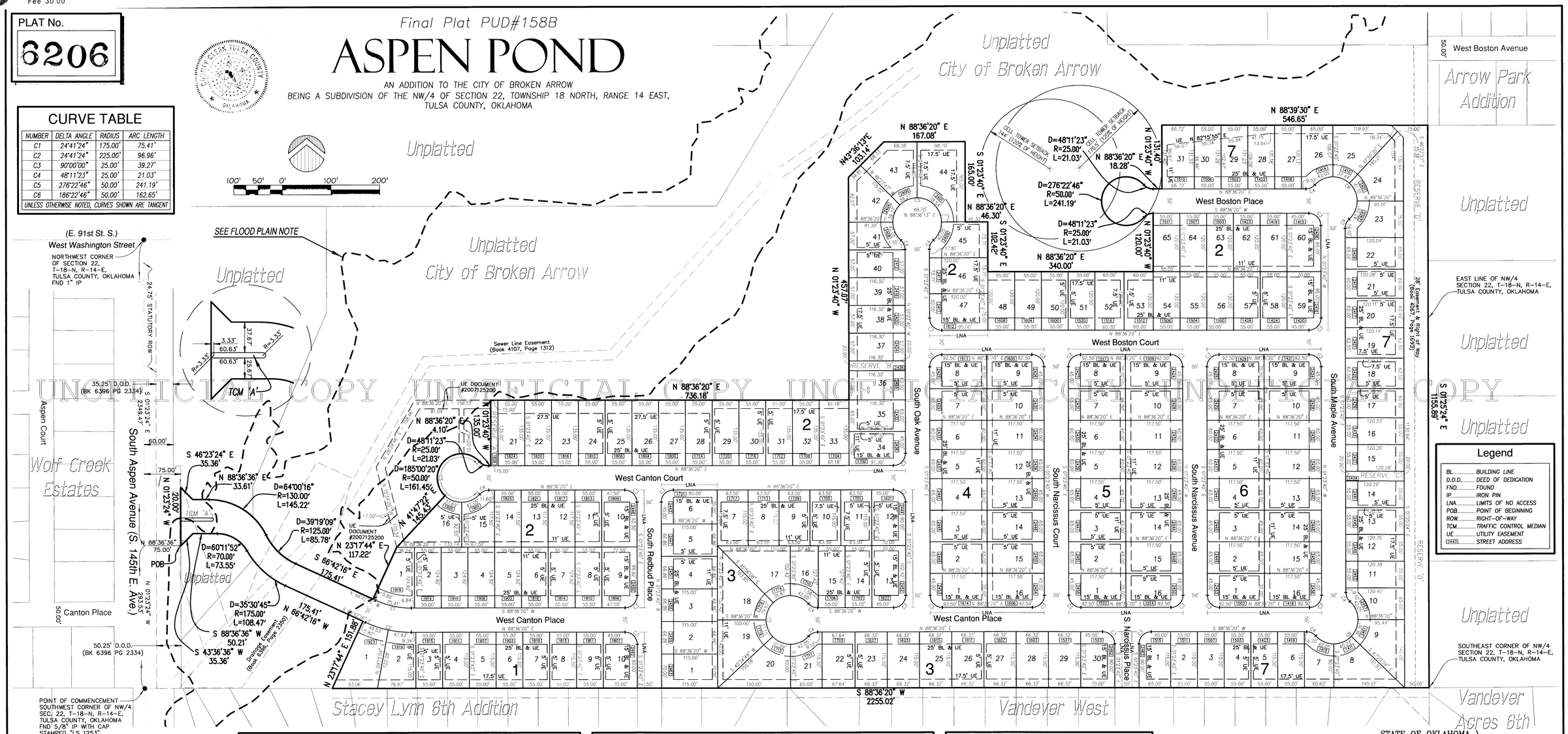
ASPEN POND

AN ADDITION TO THE CITY OF BROKEN ARROW
BEING A SUBDIVISION OF THE NW/4 OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST,
TULSA COUNTY, OKLAHOMA

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	24°41'24"	175.00'	75.41'
C2	24°41'24"	225.00'	96.96'
C3	90°00'00"	25.00'	39.27'
C4	48°11'23"	25.00'	21.03'
C5	276°22'46"	50.00'	241.19'
C6	186°22'46"	50.00'	162.65'

UNLESS OTHERWISE NOTED, CURVES SHOWN ARE TANGENT



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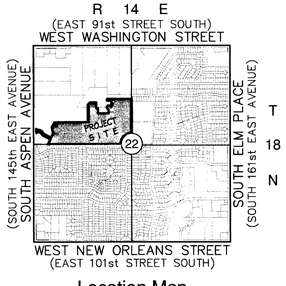

Location Map

Subdivision Contains One-Hundred Eighty (180) Lots in Seven (7) Blocks

1,821,587.93 SF± / 41.818 Acres±

PROJECT DATA

OWNER
CHARLES SANDERS HOMES, INC.
107 SOUTH ASH AVENUE
BROKEN ARROW, OKLAHOMA 74012
918.455.1111

ENGINEER / SURVEYOR
COOK & ASSOCIATES ENGINEERING, INC.
121 EAST COLLEGE
BROKEN ARROW, OK 74012
918.258.9442 (VOICE) 918.258.9488 (FAX)
CA#4479 EXPIRES JUNE 30, 2008

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1st STREET
BROKEN ARROW, OK 74012
DAVID L. WOODEN, P.E., ASSISTANT CITY MANAGER
MICHAEL SKATES, COMMUNITY DEVELOPMENT DIRECTOR
TOM HENDRIX, P.E., ENGINEERING DIRECTOR
FARHAD DAROGA, PLANNING DIRECTOR

UTILITY CONTACTS
OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
TULSA, OKLAHOMA 74112
918.831.8334
ATTN: JOHN KISKA

VALOR TELECOM COMPANY
2300 EAST 1st PLACE
BROKEN ARROW, OK 74012
918.451.3406
ATTN: ROY VARNER
918.451.3427
ATTN: ANGELA RAHE

AEP / PSO
212 EAST SIXTH STREET
TULSA, OK 74119
918.599.2912
ATTN: CURTIS BRYANT

COX COMMUNICATIONS
11811 EAST 51st STREET
TULSA, OK 74145
918.286.4658
ATTN: KEVIN CATLETT

SITE DATA

BENCHMARK
5/8" IRON PIN, LOCATED AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA
ELEVATION 679.57 (NAVD 1988)

BASIS OF BEARINGS
ASSUMED BEARING OF N 01°23'24" W ALONG THE WEST LINE OF THE NW/4 OF SECTION 22, T-18-N, R-14-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA
1,821,587.93 SF± / 41.818 Acres±

MONUMENTATION
A 3/8" X 18" DEFORMED BAR WITH AN ORANGE PLASTIC CAP STAMPED "CA4479" SET AT ALL LOT CORNERS,

A 5/8" X 18" DEFORMED BAR WITH AN ORANGE PLASTIC CAP STAMPED "CA4479" SET AT ALL BOUNDARY CORNERS.

A "MAG" NAIL WITH SHINER SET AT STREET CENTERLINE.

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 NOTE
STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-51807-26

WATER AND SEWER
POTABLE WATER SUPPLY WILL BE SERVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SANITARY SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

FLOOD PLAIN NOTE
FEMA FLOOD PLAIN ZONE AE ADJUSTED TO RECENT TOPOGRAPHIC DATA.

FEMA FLOOD PLAIN DATA PER FLOOD INSURANCE RATE MAP PANEL 543 OF 725, MAP NUMBER 40143C0543 J, REVISED APRIL 16, 2003.

APPROVED 10.1.07 by the City Council of the City of Broken Arrow Oklahoma.

Mayor

Attest: City Clerk 8.22.08

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 $ 100.00 per trust receipt no. 9688 to be applied to 20 08 taxes. This certificate is NOT to be construed as payment of 20 08 taxes in full but is given in order that this plat may be filed on record. 20 08 taxes could exceed the amount of the security deposit.

Dated 19-May-08

Dennis Semler
Tulsa County Treasurer
By: Deputy

STATE OF OKLAHOMA }SS
COUNTY OF TULSA

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the forgoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____, 20__
EARLENE WILSON, Tulsa County Clerk

_____
Deputy

CERTIFICATE

certify that all real estate taxes involved in this plat have d as reflected by the current tax rolls. Security as required en provided in the amount of $_____ t receipt no. _____ to be applied to 20____taxes. certificate is NOT to be construed as payment of 20____ full but is given in order that this plat may be filed on record taxes could exceed the amount of the security deposit.

Dated_____, 20____

Dennis Semler
Tulsa County Treasurer

by _____
Deputy

ASPEN POND
DEV. #05129 / CASE NO. PT06125
Sheet 1 of 3
Date Prepared: 2/20/08

Final Plat PUD #158B

ASPEN POND

AN ADDITION TO THE CITY OF BROKEN ARROW
BEING A SUBDIVISION OF THE NW/4 OF SECTION 16,
TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA

ASPEN POND
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

CHARLES SANDERS HOMES, INC., 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 LOCATED IN THE NORTH HALF (N/2) OF SECTION TWENTY-TWO (22), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 22; THENCE N01°23'24"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 293.53 FEET; THENCE N88°36'36"E A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE N01°23'24"W A DISTANCE OF 120.00 FEET; THENCE S46°23'24"E A DISTANCE OF 35.36 FEET; THENCE N88°36'36"E A DISTANCE OF 33.61 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 64°00'16" FOR 145.22 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 39°19'09" FOR 85.78 FEET; THENCE S66°42'16"E A DISTANCE OF 175.41 FEET; THENCE N23°17'44"E A DISTANCE OF 117.22 FEET; THENCE N41°47'22"E A DISTANCE OF 145.43 FEET; THENCE N48°12'38"W A DISTANCE OF 0.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 185°00'20" FOR 161.45 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23" FOR 21.03 FEET; THENCE N88°36'20"E A DISTANCE OF 4.10 FEET; THENCE N01°23'40"W A DISTANCE OF 135.00 FEET; THENCE N88°36'20"E A DISTANCE OF 736.18 FEET; THENCE N01°23'40"W A DISTANCE OF 457.07 FEET; THENCE N43°36'13"E A DISTANCE OF 103.14 FEET; THENCE N88°36'20"E A DISTANCE OF 167.08 FEET; THENCE S01°23'40"E A DISTANCE OF 165.00 FEET; THENCE N88°36'20"E A DISTANCE OF 46.30 FEET; THENCE S01°23'40"E A DISTANCE OF 102.42 FEET; THENCE N88°36'20"E A DISTANCE OF 340.00 FEET; THENCE N01°23'40"W A DISTANCE OF 120.00 FEET; THENCE S88°36'20"W A DISTANCE OF 0.00 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23" FOR 21.03 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46" FOR 241.19 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23" FOR 21.03 FEET; THENCE N88°36'20"E A DISTANCE OF 18.28 FEET; THENCE N01°23'40"W A DISTANCE OF 131.40 FEET; THENCE N88°39'30"E A DISTANCE OF 546.65 FEET TO A POINT ON THE EAST LINE OF SAID NW/4; THENCE S01°25'24"E A DISTANCE OF 1155.89 FEET TO THE NE CORNER OF VANDEVER WEST, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, (PLAT #4047); THENCE S88°36'20"W AND ALONG THE NORTH LINE OF SAID VANDEVER WEST AND ALONG THE NORTH LINE OF STACEY LYNN 6TH ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #3786) A DISTANCE OF 2255.02 FEET; THENCE N23°17'44"E A DISTANCE OF 151.88 FEET; THENCE N66°42'16"W A DISTANCE OF 175.41 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 35°30'45" FOR 108.47 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 60°11'52" FOR 73.55 FEET; THENCE S88°36'36"W A DISTANCE OF 50.21 FEET; THENCE S43°36'36"W A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1821587.93 SQUARE FEET, 41.818 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS "ASPEN POND", 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 HEREBY DEDICATES FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" 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, OVER AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING 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. OWNER/DEVELOPER HEREBY 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 STREETS AND 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 A STREET OR 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 AND WALLS.

B. UNDERGROUND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTH BOUNDARY OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINES OR UNDERGROUND CABLE BUT ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES 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, 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, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY 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 SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE 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 OR GAS 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 COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE
1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES 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. WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

2. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

4. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

5. ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BROKEN ARROW IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BROKEN ARROW IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

D. SURFACE DRAINAGE
EACH LOT WITHIN THE SUBDIVISION 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 SUBSECTION D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

E. LIMITS OF NO ACCESS
1. THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA"), EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.
2. THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS
THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

G. STORM SEWER AND DRAINAGE EASEMENTS
1. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

2. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

5. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. 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 STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED.

SECTION II
PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ASPEN POND WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD-158 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-158 WAS AFFIRMATIVELY RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 14, 2005, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON MAY 2, 2005 AND THE AMENDED PUD-158A WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON DECEMBER 4, 2006; AND THE AMENDED PUD-158B WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON DECEMBER 3, 2007; 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 OWNER'S SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA;
NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE, AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

DEVELOPMENT OF LAND
THE DEVELOPMENT OF "ASPEN POND" (PUD-NO. 158B) SHALL BE SUBJECT TO THE USE AND DEVELOPMENT REGULATIONS OF THE R-3S DISTRICT EXCEPT AS MODIFIED IN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF PUD-158B OF THE BROKEN ARROW ZONING ORDINANCE, AS THE PROVISIONS EXISTED ON DECEMBER 3, 2007, OR AS SUBSEQUENTLY AMENDED.

1. PERMITTED USES:
   SINGLE FAMILY DETACHED DWELLINGS.
2. MAXIMUM NUMBER OF DWELLING UNITS:
   192 DUS.
3. MINIMUM LOT FRONTAGE:
   55 FEET (171 LOTS MAXIMUM).
4. MINIMUM LOT SIZE (SF):
   6,000 SQUARE FEET (171 LOTS MAXIMUM).
5. MINIMUM CORNER LOT SIDE YARD ABUTTING PUBLIC STREET:
   SHALL BE ALLOWED AT 15 FEET. NO GARAGE OPENINGS, NOR DRIVEWAYS AND PARKING AREAS SHALL BE ALLOWED ON CORNER LOTS WITH 15' BUILDING LINE SETBACKS.
6. MINIMUM REAR YARD:
   20 FEET.
7. SETBACK FROM TELECOMMUNICATION TOWERS:
   NO RESIDENTIAL STRUCTURE SHALL BE LOCATED WITHIN 120% OF THE HEIGHT OF THE TELECOMMUNICATION TOWERS PLUS THE REQUIRED BUILDING SETBACK LINE. THE BUILDING SETBACK LINE WILL BE SHOWN ON THE PLAT.

SECTION III
LAND USE RESTRICTIONS

1. RESERVE AREAS
  a. RESERVES "A", "B" AND "C"
RESERVES "A", "B", AND "C" ARE HEREBY ESTABLISHED FOR GREEN BELT AND DRAINAGE PURPOSES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION (HOA). THESE AREAS ARE ALSO DEDICATED AS GENERAL UTILITY EASEMENTS.
  b. RESERVE "D"
RESERVE "D" IS HEREBY ESTABLISHED FOR GREEN BELT AND DRAINAGE PURPOSES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. THIS AREA IS ALSO DEDICATED AS DRAINAGE EASEMENT.

I. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW DRAINAGE FACILITIES ARE TO BE CONSTRUCTED IN RESERVE AREA "D" FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

II. DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE TULSA COUNTY, AND PLANS AND SPECIFICATIONS APPROVED BY THE STORM WATER MANAGER OF BROKEN ARROW.

III. NO FENCE, WALL BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE STORM WATER MANAGER OF BROKEN ARROW; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIBER OF NOT LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE STORMWATER MANAGER OF BROKEN ARROW.

IV. THE DRAINAGE EASEMENTS OR DRAINAGE FACILITIES LOCATED THEREON SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

THE DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND DEBRIS;
THE DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING TWO (2) WEEKS;
CONCRETE APPURTENANCES, IF ANY, SHALL BE MAINTAINED IN GOOD AND WORKING CONDITION;

V. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT AREAS AND FACILITIES THERE SITUATED THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS, AND THE ASSOCIATION THEREOF SHALL PAY THE COST.

VI. IN THE EVENT THE AFORESAID ASSOCIATION FAILS TO PAY THE COST OF LAND MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE CITY OF BROKEN ARROW MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION: PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED ITS PROPORTIONATE SHARE, BASED ON THE TOTAL NUMBER OF LOTS IN THE ASSOCIATION, OF THE ASSOCIATION'S COST OF MAINTENANCE. A LIEN ESTABLISHED SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE, AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

2. TRAFFIC CONTROL MEDIAN A
THE OWNER/DEVELOPER DOES HERBY DEDICATE FOR PUBLIC USE, TRAFFIC CONTROL MEDIAN 'A' (DEPICTED UPON THE ACCOMPANYING PLAT AS TCM 'A'), PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS ASSOCIATION REFERRED TO IN SECTION IV HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING AND COVENANTS THAT THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR DAMAGE TO LANDSCAPING OR LANDSCAPING IRRIGATION SYSTEMS OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF TRAFFIC CONTROL MEDIAN 'A' OR BY MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING STREET.
3. SIDEWALKS
SIDEWALKS SHALL BE PROVIDED ALONG ALL PUBLIC STREETS. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG ASPEN AVENUE AND IN ALL RESERVE AREAS THAT ARE ADJACENT TO A PUBLIC OR PRIVATE STREET.

SECTION IV
PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

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

A. ARCHITECTURAL COMMITTEE – PLAN REVIEW
1. NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY CHARLES SANDERS HOMES, INC., AN OKLAHOMA LIMITED LIABILITY COMPANY, 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 SHALL 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 OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. 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, STRUCTURE OR ALTERATION, 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 RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. 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 FOR THE 'RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, BY WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, AND THEREAFTER THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION SHALL EXERCISE FOREGOING POWERS AND DUTIES.

4. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS IT IS THE OWNER OF ANY LOT OR PART THEREOF TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AND FILED IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

B. FLOOR AREA OF DWELLING
1. SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,200 SQUARE FEET OF FINISHED HEATED LIVING AREAS.

2. TWO STORY AND STORY AND A HALF. 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 1,200 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 1,600 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3. COMPUTATION OF LIVING AREA. 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 AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

4. WAIVER. 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 B.

C. GARAGES
EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

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

E. MASONRY
1. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 50% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS).

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE REQUIREMENTS SET OUT IN PARAGRAPHS 1 OF THIS SUBSECTION E.

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

G. GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE BOARD OF DIRECTORS OF THE ASPEN POND HOMEOWNER'S ASSOCIATION WILL SET THE DATE.

H. WINDOWS
ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH
1. NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25% OF THE HORIZONTAL AREA COVERED BY ROOF.

J. ROOFING MATERIALS
ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 25 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

APPROVED 10-1-07 by the City Council of the City of Broken Arrow Oklahoma.

J. Wade McCabe Jr.
Mayor
Mary E. Bryce
Attest: City Clerk 2-22-08

ASPEN POND
CASE NO. PT06-125
DEV. #05-129

Date Prepared: 2/20/08

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K. ROOFTOP PROTRUSIONS
METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

L. ON-SITE CONSTRUCTION
NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

M. OUTBUILDINGS
1. OUTBUILDINGS ARE PROHIBITED.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

N. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. FENCING
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. ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD. 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 PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL RESTRICTED TO RESERVE AREAS ONLY.

P. PERIMETER FENCING
THE OWNER/DEVELOPER HEREIN ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV, A PERPETUAL EXCLUSIVE EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO SOUTH ASPEN AVENUE (S. 145TH E. AVE.) WITHIN THE FENCE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "F&L/E".

Q. ANTENNAS
1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

R. LOT MAINTENANCE
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, MOTOR HOMES AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WI CONSTRUC?THIN AN ENCLOSED GARAGE.

T. INOPERATIVE VEHICLES
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.

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U. CLOTHESLINES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

V. TRASH CONTAINERS
TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

W. MAILBOXES
AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. ALL MAILBOXES SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

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

Y. NOXIOUS ACTIVITY
NO ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

Z. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

AA. MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

BB. TEMPORARY TRASH RECEPTACLE
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.

CC. BASKETBALL GOAL
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREET RIGHTS OF WAY.

SECTION V
HOMEOWNERS' ASSOCIATION
A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE ASPEN POND HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVES "A", "B", "C" AND "D" LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS
THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. NOTWITHSTANDING THE ABOVE, MEMBERSHIP IN THE HOA SHALL REMAIN VESTED IN THE DEVELOPER OR BUILDER OF EACH LOT UNTIL SUCH TIME THE LOT IS SOLD TO THE ULTIMATE HOMEOWNER. NEITHER THE BUILDER NOR THE DEVELOPER SHALL BE RESPONSIBLE FOR PAYMENT OF HOA DUES. HOA DUES WILL BECOME PAYABLE UPON THE CLOSING OF THE DWELLING UNIT. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

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

Final Plat PUD #158B

ASPEN POND

AN ADDITION TO THE CITY OF BROKEN ARROW
BEING A SUBDIVISION OF THE NW/4 OF SECTION 16,
TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA

SECTION VI
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY
A. ENFORCEMENT AND DURATION
THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEES, TRANSFEREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF THE OWNER/DEVELOPER, OR ITS GRANTEES, TRANSFEREES, SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREON, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. 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 LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, LAND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE 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 RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN ASPEN POND OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IS PROPERLY RECORDED.

C. SEVERABILITY
THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS OR CONDITIONS.

D. DEFINITIONS
IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE C FOR THE ?ITY OF BROKEN ARROW ZONING CODE AS THE SAME EXISTED ON JANUARY 1, 2000 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF: CHARLES SANDERS HOMES, INC., HAS EXECUTED THIS INSTRUMENT THIS 19th DAY OF May, 2008.

CHARLES SANDERS HOMES, INC.

BY: _____
CHARLES SANDERS, PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 19th DAY OF May, 2008, PERSONALLY APPEARED CHARLES SANDERS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS PRESIDENT OF CHARLES SANDERS HOMES, INC. AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Cynthia Medlock NOTARY PUBLIC
MY COMMISSION NO. 06011937
EXPIRES 12/15/2010

NOTARY PUBLIC SEAL — CYNTHIA MEDLOCK, Notary Public in and for the State of Oklahoma, Commission #06011937, My Commission expires 12/15/2010

CERTIFICATE OF SURVEY

I, RUSSELL M. MUZIKA, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISIONS AND THE REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA, GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME; AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 19 DAY OF May, 2008.

RUSSELL M. MUZIKA
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1603

REGISTERED PROFESSIONAL LAND SURVEYOR — RUSSELL M. MUZIKA — 1603 — OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 19th DAY OF May, 2008, PERSONALLY APPEARED RUSSELL M. MUZIKA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Karen K. Nicely NOTARY PUBLIC
MY COMMISSION NO. 00007406
EXPIRES May 23, 2010

Backflow Preventer Valve Table

Block	Lot	Pad Elevation	Finish Floor Elevation	Upstream Manhole	Top of Rim Elevation	BFP Required
1	1	682.00	683.33	V3	686.3	YES
1	2	682.50	683.83	V3	686.3	YES
1	3	683.50	684.83	V3	686.3	YES
1	4	684.50	685.83	V3	686.3	YES
1	5	685.50	686.83	V4	693.0	YES
1	6	686.50	687.83	V4	693.0	YES
1	7	687.50	688.83	V4	693.0	YES
1	8	689.00	690.33	V4	693.0	YES
1	9	690.50	691.83	V4	693.0	YES
1	10	692.00	693.33	V4	693.0	YES
2	1	683.00	684.33	J3	686.3	YES
2	2	683.50	684.83	J3	686.3	YES
2	3	684.00	685.33	J3	686.3	YES
2	4	684.50	685.83	J3	686.3	YES
2	5	685.00	686.33	J3	686.3	YES
2	6	686.00	687.33	J4	689.9	YES
2	7	688.00	689.33	J4	689.9	YES
2	8	690.00	691.33	J4	689.9	–
2	9	691.50	692.83	J4	689.9	–
2	10	689.00	690.33	J4	689.9	YES
2	11	687.50	688.83	J4	689.9	YES
2	12	686.50	687.83	J4	689.9	YES
2	13	685.50	686.83	J4	689.9	YES
2	14	685.00	686.33	J3	686.3	YES
2	15	685.50	686.83	J3	686.3	YES
2	16	686.00	687.33	J3	686.3	–
2	17*	686.50	687.83	J2	684.9	–
2	18*	686.50	687.83	M1	685.4	–
2	19*	686.00	687.33	H1	684.6	–
2	20*	685.50	686.83	H1	684.6	–
2	21	685.00	686.33	H1	684.6	–
2	22	686.00	687.33	H1	684.6	–
2	23	686.50	687.83	H1	684.6	–
2	24	687.50	688.83	H1	684.6	–
2	25	689.00	690.33	A2	691.4	YES
2	26	690.00	691.33	A2	691.4	YES
2	27	691.00	692.33	A2	691.4	YES
2	28	692.00	693.33	A2	691.4	–
2	29	693.00	694.33	A3	692.3	–
2	30	694.50	695.83	A3	692.3	
2	31	695.00	696.33	A3	692.3	–
2	32	695.00	696.33	A3	692.3	–
2	33	694.50	695.83	A3	692.3	–
2	34	692.50	693.83	C1	693.2	YES
2	35	692.00	693.33	C1	693.2	YES
2	36	690.50	691.83	A4	690.2	–
2	37	689.50	690.83	B1	685.8	–
2	38	688.50	689.83	B1	685.8	–
2	39	687.50	688.83	B1	685.8	–
2	40	686.50	687.83	B1	685.8	–
2	41	686.00	687.33	B2	684.5	–
2	42	685.50	686.83	B2	684.5	–
2	43	685.50	686.83	B3	684.4	–
2	44	686.00	687.33	B4	684.6	–
2	45	686.50	687.83	D2	686.5	–
2	46	687.00	688.33	D1	687.5	YES
2	47	687.50	688.83	D1	687.5	YES
2	48	688.00	689.33	D1	687.5	YES
2	49	687.00	688.33	P1	685.0	–
2	50	686.50	687.83	P1	685.0	–
2	51	686.50	687.83	P1	685.0	–
2	52	686.00	687.33	P1	685.0	–
2	53	686.00	687.33	Q1	685.9	–
2	54	686.50	687.83	Q2	693.0	YES
2	55	687.00	688.33	Q2	693.0	YES
2	56	687.50	688.83	Q2	693.0	YES
2	57	689.00	690.33	Q2	693.0	YES
2	58	690.50	691.83	Q2	693.0	YES
2	59	692.00	693.33	Q2	693.0	–
2	60	693.00	694.33	Q2	693.0	YES
2	61	692.50	693.83	Q2	693.0	–
2	62	691.50	692.83	Q2	693.0	YES
2	63	690.50	691.83	Q2	693.0	YES
2	64	689.50	690.83	Q2	693.0	YES
2	65	689.00	690.33	Q1	686.8	–
3	1	696.50	697.83	S1	698.6	YES
3	2	696.00	697.33	C5	697.7	YES
3	3	695.00	696.33	C5	697.7	YES
3	4	694.00	695.33	C5	697.7	YES
3	5	693.00	694.33	C5	697.7	YES
3	6	691.50	692.83	K1	693.0	YES
3	7	694.00	695.33	C4	694.4	YES
3	8	695.00	696.33	C4	694.4	–
3	9	696.00	697.33	C4	694.4	–
3	10	695.50	696.83	C3	696.0	YES
3	11	694.50	695.83	C3	696.0	YES
3	12	694.00	695.33	L1	694.9	YES
3	13	697.00	698.33	L1	694.9	–
3	14	698.00	699.33	L1	694.9	–
3	15	698.50	699.83	C4	694.4	–
3	16	699.00	700.33	C4	694.4	–
3	17	699.00	700.33	C4	694.4	–
3	18	700.00	701.33	C5	697.7	–
3	19	700.50	701.83	C5	697.7	–
3	20	701.50	702.83	S1	698.6	–
3	21	702.00	703.33	R2	701.2	–
3	22	701.00	702.33	R2	701.2	–
3	23	701.00	702.33	R2	701.2	–
3	24	700.00	701.33	R2	701.2	YES
3	25	699.00	700.33	R2	701.2	YES
3	26	699.00	700.33	R3	706.6	YES
3	27	700.00	701.33	R3	706.6	YES
3	28	702.00	703.33	R3	706.6	YES
3	29	704.00	705.33	R3	706.6	YES
3	30	706.00	707.33	R3	706.6	YES
4	1	697.00	698.33	E2	697.6	YES
4	2	696.00	697.33	E2	697.6	YES
4	3	694.50	695.83	E2	697.6	YES
4	4	693.50	694.83	E1	694.1	YES
4	5	693.00	694.33	E1	694.1	YES
4	6	692.00	693.33	E1	694.1	YES
4	7	691.00	692.33	E1	694.1	YES
4	8	689.00	690.33	A6	687.1	–
4	9	688.50	689.83	A7	686.2	–
4	10	691.00	692.33	E1	694.1	YES
4	11	693.50	694.83	E1	694.1	YES
4	12	694.50	695.83	E1	694.1	–
4	13	695.50	696.83	E2	697.6	YES
4	14	697.00	698.33	E2	697.6	YES
4	15	698.00	699.33	E2	697.6	–
4	16	699.00	700.33	E2	697.6	–
5	1	703.00	704.33	F2	703.8	YES
5	2	701.00	702.33	F2	703.8	YES
5	3	699.00	700.33	F2	703.8	YES
5	4	697.00	698.33	F1	697.5	YES
5	5	696.00	697.33	F1	697.5	YES
5	6	694.00	695.33	F1	697.5	YES
5	7	691.00	692.33	F1	697.5	YES
5	8	688.00	689.33	A7	686.2	–
5	9	688.00	689.33	A8	688.7	YES
5	10	690.50	691.83	F1	697.5	YES
5	11	693.50	694.83	F1	697.5	YES
5	12	695.50	696.83	F1	697.5	YES
5	13	697.50	698.83	F2	703.8	YES
5	14	700.00	701.33	F2	703.8	YES
5	15	702.00	703.33	F2	703.8	YES
5	16	704.00	705.33	F2	703.8	–
6	1	701.00	702.33	G2	698.7	–
6	2	700.00	701.33	G2	698.7	–
6	3	698.00	699.33	G2	698.7	YES
6	4	697.00	698.33	G1	695.2	–
6	5	695.50	696.83	G1	695.2	–
6	6	693.50	694.83	G1	695.2	YES
6	7	691.00	692.33	G1	695.2	YES
6	8	689.00	690.33	A8	688.7	–
6	9	692.00	693.33	A9	690.3	–
6	10	693.50	694.83	G1	695.2	YES
6	11	693.50	694.83	G1	695.2	YES
6	12	693.50	694.83	G1	695.2	YES
6	13	693.50	694.83	G2	698.7	YES
6	14	694.50	695.83	G2	698.7	YES
6	15	696.00	697.33	G2	698.7	YES
6	16	697.00	698.33	G2	698.7	YES
7	1	707.00	708.33	T3	707.4	YES
7	2	705.50	706.83	T3	707.4	YES
7	3	704.00	705.33	T2	705.5	YES
7	4	703.00	704.33	T2	705.5	YES
7	5	701.50	702.83	T2	705.5	YES
7	6	700.00	701.33	T2	705.5	YES
7	7	699.00	700.33	T2	705.5	YES
7	8	697.50	698.83	T2	705.5	YES
7	9	696.00	697.33	A11	693.7	–
7	10	696.00	697.33	A11	693.7	–
7	11	694.00	695.33	A11	693.7	–
7	12	693.50	694.83	A11	693.7	–
7	13	693.50	694.83	A11	693.7	–
7	14	692.50	693.83	A10	691.3	–
7	15	692.50	693.83	A10	691.3	–
7	16	693.00	694.33	A10	691.3	–
7	17	693.00	694.33	A10	691.3	–
7	18	692.50	693.83	A9	690.3	–
7	19	692.00	693.33	I1	690.9	–
7	20	692.50	693.83	I1	690.9	–
7	21	693.00	694.33	I1	690.9	–
7	22	693.50	694.83	I1	690.9	–
7	23	692.50	693.83	I2	690.8	–
7	24	693.00	694.33	I2	690.8	–
7	25	693.50	694.83	N4	692.5	–
7	26	693.50	694.83	N4	692.5	–
7	27	693.00	694.33	N3	692.1	–
7	28	692.00	693.33	N3	692.1	–
7	29	691.00	692.33	N3	692.1	YES
7	30	690.50	691.83	N3	692.1	YES
7	31	689.50	690.83	N3	692.1	YES

* LOTS 17-20, BLOCK 2 NOT INCLUDED IN THIS PLAT.

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

APPROVED 10-1-07 by the City Council of the City of Broken Arrow Oklahoma.

S. Walter McCalister Jr
Mayor

Mary E. Bryce
Attest: City Clerk 2-22-08

ASPEN POND
CASE NO. PT06-125
DEV. #05-129

Sheet 3 of 3

Date Prepared: 2/20/08