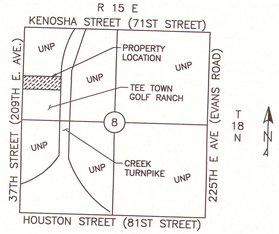

SCALE: 1=2000'
LOCATION MAP

PLC 5 - 456A

APPROVED 10 / 1 / 19 by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Doc # 2019-16586 B: 2546 P: 0617
12/13/2019 02:14:51 PM Pg: 2 of Pgs: 3
Fee: $ 50.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

SEAL

PUD-276
CONDITIONAL FINAL PLAT
OF
TIMBER RIDGE COTTAGES

A REPLAT OF A PORTION OF LOT 1, BLOCK 1, TEE TOWN GOLF RANCH,
BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN
BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

OWNER
TIMBER RIDGE COTTAGES BROKEN ARROW, LP
AN OKLAHOMA LIMITED PARTNERSHIP
CONTACT: TAMMI CREASON
2144 E. REPUBLIC ROAD, SUITE B300
SPRINGFIELD, MO 65804
PHONE: (417) 234-7841

SURVEYOR
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
DARIN L. RAIBOURN, PLS NO. 1637
4045 NW 64TH STREET, SUITE 415
OKLAHOMA CITY, OK 73116
PHONE: (405) 246-9411
C.A. #6429 EXP. 06/30/20

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR TIMBER RIDGE COTTAGES

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

THAT TIMBER RIDGE COTTAGES BROKEN ARROW, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HEREBY CERTIFIES THAT IT IS THE OWNER OF AND THE ONLY PERSONS, FIRM OR CORPORATION HAVING ANY RIGHT, TITLE, OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT OF TIMBER RIDGE COTTAGES, AN ADDITION TO THE CITY OF BROKEN ARROW, BEING A PART OF THE NORTHWEST QUARTER (NW/4), SECTION 8, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, OKLAHOMA. THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN ON SAID ANNEXED PLAT, WHICH SAID ANNEXED PLAT (CONSISTING OF THREE SHEETS) REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER THE NAME OF TIMBER RIDGE COTTAGES, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA.

THE UNDERSIGNED DO HEREBY FURTHER CERTIFY THAT THEY ARE THE OWNERS OF THE LAND AND THE ONLY COMPANY, CORPORATION, PARTNERSHIP, PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND INCLUDED IN SAID ANNEXED PLAT, EXPECT SET FORTH IN THE BONDED ABSTRACTOR'S CERTIFICATE AND DO HEREBY ACKNOWLEDGE THE PRIVATE USE OF ALL PUBLIC STREETS, DRAINAGE AND UTILITY EASEMENTS. ALL COMMON AREAS AND PRIVATE DRAINAGE EASEMENTS INCLUDING CHANNELS AND DETENTION PONDS ARE THE RESPONSIBILITY OF THE OWNER TO MAINTAIN.

LEGAL DESCRIPTION:

THE NORTH 330 FEET OF LOT ONE (1), BLOCK ONE (1) OF TEE TOWN GOLF RANCH, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 8; THENCE NORTH 01°24'25" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 821.85 FEET; THENCE NORTH 88°47'48" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°24'25" WEST, 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 330.00 FEET TO A POINT ON THE NORTH LINE OF THE PLAT OF TEE TOWN GOLF RANCH RECORDED IN BOOK: PLC4, PAGE: 407; THENCE NORTH 88°47'48" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1064.06 FEET TO A POINT OF CURVATURE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF CREEK TURNPIKE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5904.58 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 00°51'52" EAST WITH A CHORD DISTANCE OF 114.14 FEET, FOR AN ARC LENGTH OF 114.14 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 01°24'49" EAST A DISTANCE OF 215.87 FEET; THENCE SOUTH 88°47'48" WEST A DISTANCE OF 1063.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 350,826 SQUARE FEET OR 8.0539 ACRES, MORE OR LESS.

EASEMENTS AND UTILITIES

GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTILITY EASEMENT" OR "U/E", 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 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 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER/DEVELOPER 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 AND LANDSCAPING OR OTHER SIMILAR IMPROVEMENTS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

UNDERGROUND SERVICES

1. OVERHEAD POLES MAY BE LOCATED IN THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT. THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE, TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.
3. UNDERGROUND SERVICES CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT METERING.
4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE.

WATER AND SEWER SERVICES

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.
2. 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.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND SEWER FACILITIES.
5. THE RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, 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.
6. THE RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.
7. TIMBER RIDGE COTTAGES, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PRIVATE WATER LINES AND FIXTURES, AND SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
8. TIMBER RIDGE COTTAGES, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 PRIVATE UNDERGROUND WATER FACILITIES.
9. THE FOREGOING COVENANTS SET FORTH IN THE WATER AND SEWER SERVICES SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

STORMWATER DETENTION EASEMENT

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC A STORMWATER DETENTION EASEMENT ON, OVER AND ACROSS THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT", LYING IN THE NORTHEAST CORNER OF THE SITE, FOR THE PURPOSE OF STORMWATER DETENTION.
2. ALL COSTS AND EXPENSES ASSOCIATED WITH THE STORMWATER DETENTION EASEMENT, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER.
3. IN THE EVENT THE OWNER/DEVELOPER SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION EASEMENT AND FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER.
4. IN THE EVENT THE OWNER/DEVELOPER FAILS TO PAY THE COST OF SAID 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 OWNER/DEVELOPER. THIS LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

PAVING AND LANDSCAPING WITHIN EASEMENTS

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

LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO 37TH STREET (209 E. AVENUE) WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND 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, OKLAHOMA.

PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, TIMBER RIDGE COTTAGES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (ENTITLED 276) AS PROVIDED WITHIN SECTION 6.4.E OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA (ORDINANCE NO. 2931) AS AMENDED AND EXISTING ON, HEREINAFTER THE "BROKEN ARROW ZONING CODE", WHICH PUD 276 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 12, 2018, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON MAY 1, 2018; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND WHEREAS, THE OWNER/DEVELOPERS DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS/DEVELOPERS, THEIR SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPERS DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/DEVELOPERS, THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

OUTLINE DEVELOPMENT PLAN:

TIMBER RIDGE COTTAGES PLANNED UNIT DEVELOPMENT (PUD) WILL BE A MULTI-FAMILY SENIOR HOUSING RESIDENTIAL DEVELOPMENT ON A TOTAL LOT AREA OF 8.05 ACRES AND IS CURRENTLY VACANT AND ZONED A-1.

TIMBER RIDGE COTTAGES IS APPROXIMATELY ¼ MILE SOUTH OF KENOSHA (71ST ST.), ON THE EAST SIDE OF 209TH E. AVENUE AND WEST OF THE CREEK TURNPIKE. WITH EASY ACCESS TO THE TURNPIKE AND ACCESS TO LOCAL SHOPS AND STORES A QUARTER MILE NORTH OF THE PROPERTY.

TIMBER RIDGE COTTAGES IS A PROPOSED MULTI-FAMILY SENIOR HOUSING RESIDENTIAL DEVELOPMENT TO BE DEVELOPED BY DHTC DEVELOPMENT, LLC. DHTC AND ITS PRINCIPALS HAVE OVER 20 YEARS OF MULTI-FAMILY DEVELOPMENT EXPERIENCE. DHTC, IN COOPERATION WITH JM ASSETS, LP, THE CURRENT PROPERTY OWNER IS SUBMITTING THIS PUD APPLICATION. THIS PUD FOR 74 UNITS OF SENIOR MULTI-FAMILY HOUSING HAS EXCELLENT ACCESS FOR SENIORS TO SHOPPING (WAL-MART SUPER CENTER) VIA 209TH AND EASY ACCESS TO OTHER SERVICES WITH THE CLOSE PROXIMITY TO CREEK TURNPIKE AND KENOSHA STREET.

THIS DEVELOPMENT WITHIN THE PUD WILL BE SEPARATED BY A 35FT LANDSCAPE PERIMETER AROUND THE PROPERTY THAT WILL SERVE AS A BUFFER FROM THE CREEK TURNPIKE AS WELL AS THE PROPERTY TO THE NORTH AND SOUTH.

TIMBER RIDGE COTTAGES WILL PROVIDE QUALITY UNIVERSALLY DESIGNED HOUSING FOR SENIORS IN THE BROKEN ARROW COMMUNITY. THIS LOW DENSITY DEVELOPMENT WILL OFFER SENIORS OPTIONS FOR MAINTENANCE FREE LIVING WHILE PRESERVING GREEN SPACE. DHTC DEVELOPMENT HAS A PROVEN TRACK RECORD OF QUALITY DEVELOPMENT THAT WILL EXCEED THE MINIMUM REQUIREMENTS OF THE ZONING ORDINANCES.

DEVELOPMENT STANDARDS:
ALL PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE SHALL APPLY TO THIS PUD EXCEPT AS MODIFIED BELOW:

LAND AREA: 8.05 ACRES; 350,658 SQUARE FEET

PERMITTED USES: THE USES PERMITTED IN THE RM RESIDENTIAL MULTI-FAMILY DISTRICT, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MAXIMUM NUMBER OF DWELLING UNITS: 74 TOTAL
-MULTI-FAMILY APARTMENT BUILDING (BUILDING A) - 1 STRUCTURE, 28 DWELLING UNITS
-DUPLEX (BUILDING B) - 3 STRUCTURES, 6 DWELLING UNITS
-4 PLEX (BUILDING C) - 10 STRUCTURES, 40 DWELLING UNITS

MAXIMUM UNIT INTENSITY:
-9.2 UNITS PER ACRE

MAXIMUM MULTI-FAMILY BUILDING LENGTH (BUILDING A):
-180 FEET

MAXIMUM BUILDING HEIGHT:
-MULTI-FAMILY APARTMENT BUILDING (BUILDING A) - 50 FEET
-DUPLEX (BUILDING B) OR 4 PLEX (BUILDING C) - 35 FEET

MINIMUM OFF-STREET PARKING:
-MULTI-FAMILY APARTMENT BUILDING (BUILDING A) - 1.5 SPACES PER UNIT
-DUPLEX (BUILDING B) OR 4 PLEX (BUILDING C) - 2 SPACES PER UNIT (ONE IN DRIVEWAY AND ONE IN GARAGE)

MINIMUM BUILDING SETBACKS AND BUFFERS:
1. 35 FOOT PERIMETER LANDSCAPE BUFFER/BUILDING SETBACK ON ALL 4 SIDES OF DEVELOPMENT WITH THE EXCEPTION OF TWO ENTRANCES WITH SIDEWALKS ON THE WEST SIDE TO S. 209TH AVE. AND ONE FUTURE ENTRANCE ONTO THE FUTURE OUTER ROAD ON THE EAST.
2. EXISTING PARKING FACILITY FOR SOUTH NEIGHBOR MAY REMAIN IN CURRENT LOCATION WHICH IS WITHIN THE 35 FOOT LANDSCAPING BUFFER AS SHOWN ON THE PUD PLAN.
3. INTERNAL 4 PLEX/DUPLEX SEPARATION SHALL BE A MINIMUM OF 10 FOOT.
4. MISCELLANEOUS SITE UTILITIES (TRANSFORMERS, FIBER PULL BOXES, TELEPHONE PEDESTALS, AND OTHER UTILITIES AS NECESSARY) MAY BE PLACED WITHIN THE PERIMETER LANDSCAPE BUFFER AS NEEDED. IN ADDITION, APPROPRIATE SCREENING FOR THESE ITEMS WILL BE PROVIDED AS NECESSARY AND SHALL BE APPROVED BY THE CITY.
5. MINIMUM DISTANCE BETWEEN BUILDINGS: 10 FEET

LANDSCAPING:
NO MODIFICATIONS PER THE BROKEN ARROW ZONING ORDINANCE.

SCREENING:
SCREENING WILL BE IN CONFORMANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

SIGNS:
AS PERMITTED AND REGULATED BY CHAPTER 5, SECTION 5.7 SIGNS FOR USES PERMITTED IN THIS PUD. MONUMENT SIGN TO BE MAXIMUM OF 64 SQUARE FEET OF SIGN SURFACE AREA AND 8 FEET IN HEIGHT. ALL SIGNS SHALL BE LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS BUT MAY BE PLACED WITHIN THE 35 FOOT PERIMETER LANDSCAPE BUFFER.

LIGHTING:
NO MODIFICATIONS

BUILDING FACADES:
BUILDING FACADES SHALL MEET THE ZONING ORDINANCE AS REQUIRED AND REGULATED BY CHAPTER 5, SECTION 5.5 MULTI-FAMILY RESIDENTIAL BUILDING DESIGN STANDARDS. THE FOLLOWING MODIFICATIONS FOR BUILDING A SHALL APPLY:

- IN SECTION 5.5.C.2.A. THE FOLLOWING SHALL APPLY AND IS ALSO ILLUSTRATED IN EXHIBIT A1.1. THE MAXIMUM LENGTH OF ANY MULTI-FAMILY BUILDING SHALL BE 180'-0"
- IN SECTION 5.5.C.2.B. THE FOLLOWING SHALL APPLY AND IS ALSO ILLUSTRATED IN EXHIBIT A1.1. EACH FAÇADE GREATER THAT FIFTY FEET (50') IN LENGTH, MEASURED HORIZONTALLY SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST 6'-0" AND EXTENDING AT LEAST (20%) OF THE LENGTH OF THE FAÇADE. NO UNINTERRUPTED LENGTH OF ANY FAÇADE SHALL EXCEED SEVENTY HORIZONTAL FEET (70').
- IN SECTION 5.5.C.4.C. EXTERIOR BUILDING MATERIAL, AT LEAST SIXTY PERCENT (60%) OF THE EXTERIOR OF THE BUILDING, EXCLUDING DOORS AND WINDOWS, SHALL BE CONSTRUCTED OF BUT NOT LIMITED TO MASONRY, CONCRETE PANELS, EXTERIOR INSULATED FINISHED SYSTEMS, AND/OR STUCCO. IN ADDITION, FORTY PERCENT (40%) OF THE NORTH, EAST, AND SOUTH FACING FACADES AND TWENTY PERCENT (20%) OF THE WEST FACING FAÇADE SHALL BE CONSTRUCTED OF NATURAL BRICK OR MASONRY ROCK.

ACCESS:
-TWO PRIVATE STREETS ACCESSING S. 209TH AVE AS SHOWN PER THE PUD PLAN. THE DISTANCE BETWEEN THE CENTERLINES OF THESE DRIVES HAS BEEN REDUCED FROM THE CITY STANDARD 250' TO APPROXIMATELY 170'.

-ONE FUTURE CONNECTION OF A PRIVATE STREET TO THE FUTURE OUTER ROAD. THIS DEVELOPMENT SHALL NOT BE REQUIRED TO CONSTRUCT THE FUTURE DRIVE TO THE FUTURE OUTER ROAD UNLESS THEY SO DESIRE.

ENVIRONMENTAL ANALYSIS:

TOPOGRAPHY:
THE SITE GENERALLY SLOPES FROM WEST TO EAST AS SHOWN BY THE TOPOGRAPHIC FEATURES ON THE PUD PLAN.

CASE NO. PT19-112

Civil & Environmental Consultants, Inc.
4045 NW 64th Street · Suite 415 · Oklahoma City, OK 73116
Ph: 405.246.9411
www.cecinc.com C.A. #6429 EXP. 6/30/20

P:\2019\183-3451--Survey\Dwg\183245-3451-Final Plat.dwg\Final Plat 2 of 3\ LS(12/11/2019 - drraibourn) - LD: 12/11/2019 4:04 PM