



# City of Broken Arrow

## Meeting Agenda

### Planning Commission

*Robert Goranson Chairman*  
*Jason Coan Vice Chairman*  
*Jaylee Klempa Commissioner*  
*Jonathan Townsend Commissioner*  
*Mindy Payne Commissioner*

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**Thursday, June 26, 2025**

**5:30 PM**

**City of Broken Arrow  
Council Chambers  
220 South 1st Street  
Broken Arrow, OK  
74012**

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**1. Call To Order**

**2. Roll Call**

**3. Old Business**

**4. Consideration of Consent Agenda**

- A.     [25-930](#)           Approval of Planning Commission meeting minutes of June 12, 2025

**Attachments:**   [06-12-2025 Meeting Minutes](#)

- B.     [25-925](#)           Approval of PT-002253-2025|PR-000832-2025, Preliminary Plat for County Line Crossing, 49.03 acres, 166 lots, A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential) via BAZ-002130-2023, located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)

**Attachments:**   [2-Checklist PR-000832-2025](#)  
                      [3-Preliminary Plat County Line Crossing](#)

- C.     [25-920](#)           Approval of PR-000741-2025|PT-002230-2025, Conditional Final Plat, Brook Chase Phase IV, 9.98 acres, 47 Lots, RS-4 (Single Family Residential), located one-third mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

**Attachments:**   [2-Checklist](#)  
                      [3-Conditional Final Plat](#)

- D. [25-933](#) Approval of LOT-002233-2025, Timber Ridge Business Park, 1 lot to 3 lots, 3.08 acres, IL (Industrial Light)/PUD-259, located one-half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

**Attachments:** [2-Case Map](#)  
[3-Aerial](#)  
[4-Exhibits](#)

## 5. Consideration of Items Removed from Consent Agenda

## 6. Public Hearings

- A. [25-939](#) Public hearing, consideration, and possible action regarding BAZ-002217-2025 (Rezoning), 21060 E 45th Street, 2.32 acres, A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential), located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)

**Attachments:** [2-Case Map](#)  
[3-Aerial](#)  
[4-Comprehensive Plan Map](#)

- B. [25-943](#) Public hearing, consideration, and possible action regarding BAZ-002238-2025 (Rezoning), Harvest Church, 6.45 acres, A-1 (Agricultural) to CG (Commercial General), located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

**Attachments:** [2-Case Map](#)  
[3-Aerial](#)  
[4-Comprehensive Plan](#)

- C. [25-932](#) Public hearing, consideration, and possible action regarding COMP-002154-2025 (Comprehensive Plan Change), Tower Corner, 11.40 acres, Levels 4 & 3 to Level 4, located on the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane)

**Attachments:** [2-Case Map](#)  
[3-Aerial](#)  
[4-Current Comprehensive Plan](#)  
[5-Property Survey](#)

## 7. Appeals

## 8. General Commission Business

## 9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)

## 10. Adjournment

### NOTICE:

1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.
2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.
3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.
4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.

A paper copy of this agenda is available upon request.

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 25-930, **Version:** 1

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**Broken Arrow Planning Commission  
06-26-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

**Background:** Approval of Planning Commission meeting minutes of June 12, 2025  
Minutes recorded for the Broken Arrow Planning Commission meeting.

**Attachments:** 06 12 2025 Planning Commission Minutes

**Recommendation:** Approve minutes of Planning Commission meeting held June 12, 2025.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel





# City of Broken Arrow

## Minutes

### Planning Commission

**Robert Goranson Chairman**  
**Jason Coan Vice Chairman**  
**Jaylee Klempa Commissioner**  
**Jonathan Townsend Commissioner**  
**Mindy Payne Commissioner**

City of Broken Arrow  
220 South 1<sup>st</sup> Street  
Broken Arrow, OK  
74012

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<b>Thursday, June 12, 2025</b>	<b>5:30 p.m.</b>	<b>Council Chambers</b>
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#### 1. Call to Order

Vice Chairman Jason Coan called the meeting to order at 5:30 p.m.

#### 2. Roll Call

**Present: 3 -** Mindy Payne, Jaylee Klempa, Jason Coan  
**Absent: 2 -** Jonathan Townsend, Robert Goranson

#### 3. Old Business - NONE

#### 4. Consideration of Consent Agenda

- A. 25-797 Approval of Planning Commission meeting minutes of May 22, 2025.
- B. 25-845 Approval of PT-002183-2025|PR-000629-2024, Preliminary Plat, Oklahoma IOS Land Company, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD-001785-2024, located approximately one-quarter mile west of 23rd Street (County Line Road) and north of Houston Street (81st Street)
- C. 25-846 Approval of PT-002198-2025|PR-000774-2024, Preliminary Plat, Tiger Crossing, approximately 17.66 acres, 7 Lots, CG (Commercial General) and CM (Community Mixed-Use)/PUD-001845-2024, located at the northwest corner of Albany Street (61st Street) and 23rd Street (193rd Avenue/County Line Road)
- D. 25-847 Approval of LOT-002216-2025, Hancock Plaza, 1 lot to 2 lots, approximately 2.75 acres, CH (Commercial Heavy)/PUD-132 (Planned Unit Development), located west of the southwest corner of Albany Street (61st Street) and 9th Street (Lynn Lane)
- E. 25-853 Approval of LOT-002188-2025, 616 N Cedar Avenue Consolidation, 3 lots to 1 lot, 0.24 acres, R-3 (Single-Family)/DROD Area 1 (Downtown Residential Overlay District), located approximately one-eighth mile south of Kenosha Street (71st Street), one-eighth mile east of Elm Place (161<sup>st</sup> Avenue)
- F. 25-857 Approval of LOT-002178-2025, Realty One Group Dreamers Consolidation, 2 lots to 1 lot, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6 pending BAZ-002194-2025, located at the northeast corner of Broadway Avenue and Date Avenue
- G. 25-865 Approval of LOT-002219-2025, Hale Lot Line Adjustment, 2 lots, 4.96 acres, R-2 (Residential Single Family), located one-quarter mile south of Kenosha Street (71st Street), east of Evans Road (225th E. Avenue)

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa

**Move to Approve Consent Agenda**

The motion carried by the following vote:

**Aye: 3 -** Mindy Payne, Jaylee Klempa, Jason Coan

#### 5. Consideration of Items Removed from Consent Agenda - NONE

#### 6. Public Hearings

- A. 25-844 Public hearing, consideration, and possible action regarding PUD-002081-2025, minor amendment to PUD-324A, 9 acres, RM (Residential Multi-Family) and PUD-324A, located approximately one-quarter mile south of Florence Street (111th Street), one-eighth mile east of Aspen Avenue (145th East Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-844. PUD 2081-2025 is a minor amendment to PUD 324A for a property near Florence Street and Aspen

Avenue, proposing updated landscaping standards in line with the new zoning ordinance effective July 1. The applicant requests replacing the requirement of two two-inch caliper trees per unit with one three-inch caliper tree, plus additional shrubs and ground cover. Staff supports the amendment and recommends approval with a waiver of platting.

The platting is being waived because the property was already previously platted as part of the Aspen Ridge Business Park, making additional platting unnecessary.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne  
**Move to Approve Item 25-844 PUD-002081-2025, minor amendment to PUD-324A, 9 acres, RM (Residential Multi-Family) and PUD-324A, located approximately one-quarter mile south of Florence Street (111th Street), one-eighth mile east of Aspen Avenue (145th East Avenue)**

The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

**B. 25-850 Public hearing, consideration, and possible action regarding BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-850. This is a request to rezone 28.35 acres at the northeast corner of Washington Street and 9th Street from A1 agriculture to RS4 single-family residential and CN Commercial Neighborhood for the proposed Lynn Corner development. The northern 23.18 acres are designated Level Three in the Comprehensive Plan and were recently amended to support single-family use. The 5.17-acre corner is designated Level Four for commercial use. Staff recommends approval of the rezoning, contingent on the property being platted.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa  
**Move to Approve Item 25-850 BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)**

The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

**C. 25-851 Public hearing, consideration, and possible action regarding PUD-002201-2025, minor amendment to PUD-001818-2024, 30.50 acres, CH (Commercial Heavy) and PUD-001818-2024, located on the northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th East Avenue)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-851. This minor amendment for a property at the northeast corner of Tucson Street and Aspen Avenue proposes changes to screening requirements for a commercial center under development. The applicant requests reducing the rooftop screening height at the rear to three feet while maintaining full screening on the front and sides and seeks approval to use black expanded metal mesh for an outdoor garden center despite zoning prohibitions on similar materials. In exchange, they propose increasing tree plantings along the northern boundary from 22 to 25. All other provisions of the original PUD remain unchanged, and staff recommends approval based on the property's location and surrounding land uses.

Mark Capron of Wallace Design Collective emphasized that the rooftop units at the back of the building will not be visible due to their distance from the public road, a natural buffer including a blue line stream, and mature trees along the north side. This supports their request for reduced screening in that area. A representative from the architecture firm is also present and available to answer questions as needed.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne  
**Move to Approve Item 25-851 PUD-002201-2025, minor amendment to PUD-001818-2024, 30.50 acres, CH (Commercial Heavy) and PUD-001818-2024, located on the northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th East Avenue)**

The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

**D. 25-856 Public hearing, consideration, and possible action regarding BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-856. This is a

request to rezone 0.24 acres at the northeast corner of Broadway and Date Avenue from R3 to DM, allowing for an office building by combining it with an adjacent lot already zoned DM. Both lots lie within the downtown residential overlay and are currently platted; therefore, staff recommends approval of the rezoning and waiving additional platting requirements based on the property's location, the comprehensive plan, and surrounding land uses.

Joanna Ford, the property owner, clarified that she owns the lot, the company constructing the building, and the brokerage that will occupy it. Ms. Ford noted a question in the email regarding the deed and confirmed that a new warranty deed was requested.

The discussion clarified that the new warranty deed, required due to lot consolidation, must include a statement stating that the lots cannot be split without the Planning Commission's approval. Once that language is added, staff will stamp the deed. The property owner plans to consult their attorney and will stop by the office afterward to finalize the process.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan.

**Move to Approve Item 25-856 BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue**

The motion carried by the following vote:

Mindy Payne, Jaylee Klempa, Jason Coan

Aye: 3 -

**E. 25-871 Public hearing, consideration, and possible action regarding BAZ-002205-2025 (Rezoning), The Villas at Battle Creek, approximately 7.39 acres, CG (Commercial General) to RS-P (Single-Family Residential-Preservation), located south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue)**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-871. This is a request to rezone approximately 7.39 acres from CG to RSP, located just south of Omaha Street and east of Aspen Avenue, for the development of a single-family residential neighborhood. The property is currently unplatted and designated as Level Three in the City's Comprehensive Plan, which the City Council approved on May 1, 2024. The RSP zoning, which takes effect on July 1, includes minimum lot frontages of 35 feet and minimum lot sizes of 3,500 square feet. Transition buffer requirements do not apply since the proposed lots do not border the adjacent neighborhood. If recommended for approval, the request will be presented to the City Council after the ordinance takes effect.

The proposed rezoning meets the required 25% open space requirement by providing approximately 2.2 acres, which exceeds the minimum of 1.85 acres. The development will access Aspen Avenue and Omaha Street with no connection to the neighborhood to the east. Based on the location, surrounding land uses, and compliance with RSP requirements, staff recommends approval of BAZ 2205-2025, contingent on the property being platted.

Sattar Hussein, a resident living near the proposed development, expressed strong concerns about increasing traffic congestion on 51st Street, citing years of worsening conditions due to the addition of multiple apartment complexes and a lack of road improvements, such as turn lanes. Mr. Hussein acknowledged the benefits of growth and tax revenue but opposed further residential development in the area without corresponding infrastructure upgrades. He emphasized that north Broken Arrow has been overlooked in terms of road expansion and urged the city to prioritize improvements before approving more housing, ultimately stating opposition to the rezoning request.

Ms. Yamaguchi responded to the traffic concerns by explaining that widening 51st Street from Aspen to Elm is planned as a priority project in the upcoming 2026 bond package, which will go to voters in April 2026. The timeline for construction will depend on the acquisition of right-of-way and the relocation of utilities. Mr. Hussein expressed frustration and emphasized the need for more proactive infrastructure planning, referencing development approaches in cities like Dallas.

Nathan Cross, the applicant, explained that the rezoning request follows a previously approved comprehensive plan amendment and fulfills his earlier commitment to propose a small-lot single-family housing concept. Initially considering a PUD, he worked with staff once the new zoning code was in place and determined that RSP would be a more precise and more appropriate designation. He emphasized that RSP only permits single-family detached homes, and while the site plan is conceptual and not up for approval at this stage, the final lot yield is expected to be in line with the submitted concept. He welcomed any questions from the commission.

Catherine Collette, a representative from the Estates of Shenandoah in the Battle Creek area, expressed shared concerns about traffic congestion, particularly for school buses accessing

Rosa Parks and Country Lane, noting a consistent difficulty in entering traffic. Ms. Collette questioned the claim that traffic is not an issue, suggesting the speaker may travel at less congested times. She also requested clarification on the proposed development's access points, specifically whether it will exit onto Omaha Street or 51st Street.

During the discussion, concerns were raised about the traffic flow and the alignment of the proposed development's access point with existing streets, particularly North Oak on 51st Street. Ms. Yamaguchi explained that the new driveway must either align with the street across or be offset by at least 200 feet, though final engineering has not yet been completed. Ms. Collette emphasized the already limited and congested access to 51st Street from multiple neighborhoods, noting the lack of shoulders and turn lanes, and stressed the importance of forward-thinking traffic planning. It was pointed out that the current conceptual layout appears to align with the existing street across 51st.

Richard Umstead, 1608 W Sandusky, a long-time resident of Shenandoah Valley, expressed deep dissatisfaction on behalf of their neighborhood regarding the planning process for the proposed development. While supportive of property owners' rights to build, he stressed that development should be handled responsibly to avoid disrupting existing communities. Mr. Umstead highlighted that Battle Creek, with an estimated 400–500 homes and multiple cars per household, already faces severe traffic bottlenecks due to limited exit points. The proposed new development across from Oak would worsen congestion on 51st Street, creating additional conflict at a key intersection. He also criticized the lack of public notice for a previous meeting and objected to further residential expansion until 51st Street is widened. Mr. Umstead warned that even if the bond is approved in 2026, the project timeline could extend up to seven years, leaving the area underserved in the meantime.

Nathan Cross, the applicant, responded by clarifying that the current request is solely to rezone the identified portion of the property from commercial to RSP and that the conceptual site plan presented is not being approved at this time. He acknowledged the traffic concerns raised but emphasized that the rezoning itself does not create or resolve traffic issues, nor does it affect the future use of the adjacent commercial corner, which remains unchanged. He described the rezoning as a down-zoning effort intended to create a more appropriate transition next to nearby homes and the golf course and invited further questions.

Further discussion clarified that the property is currently zoned Commercial General, allowing for a shopping plaza with significant traffic impact without requiring Planning Commission or City Council approval or public notice, as long as the property is platted. They noted that the proposed residential concept, though not binding, includes traffic access to both Aspen and Omaha, potentially distributing vehicle flow. They expressed support for the rezoning, stating that 35 single-family homes would generate less traffic than commercial use and align better with long-term infrastructure plans, such as the proposed widening of 51st Street. Despite a request for additional public comment, the hearing was closed, and the meeting proceeded.

Commissioners agreed that the proposed rezoning to single-family residential makes more sense for the area than its current commercial designation, noting that it provides a better transition to the adjacent neighborhood and golf course. They emphasized the importance of community input, acknowledging its role in past decisions. The proposed plan was viewed as having lower density and greater compatibility than previous efforts to develop the site, including a previously denied apartment complex proposal that raised significant traffic concerns. Overall, the commissioners viewed the current proposal as a thoughtful and appropriate use of the property.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne  
**Move to Approve Item 25-871**

The motion carried by the following vote:  
Mindy Payne, Jaylee Klempa, Jason Coan

Aye: 3 -

**7. Appeals - NONE**

**8. General Commission Business - NONE**

**9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)**

Amanda Yamaguchi, Planning and Development Manager, announced the introduction of Jose Jimenez as the city's new planner, who has now been in his position for two weeks. It was also noted that Parker Wagnon, a summer planning intern and University of Arkansas student studying finance and possibly planning, has joined the team.

Community Development Director, Rocky Henkel shared that Special Projects Manager, Farhad Daroga, is finalizing a Request for Qualifications (RFQ) for the downtown master plan, which is expected to be advertised by the end of this week or early next week. The review

process will take approximately eight weeks. Afterward, a committee will be formed, with further updates to follow as the process progresses.

Jason Coan expressed appreciation for the presence and service of the Broken Arrow police officer attending the meeting.

**10. Adjournment**

The meeting adjourned at 6:06 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa  
**Move to Adjourn**

**The motion carried by the following vote:**

**Aye: 3 -** Mindy Payne, Jaylee Klempa, Jason Coan



# City of Broken Arrow

## Request for Action

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**File #:** 25-925, **Version:** 1

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**Broken Arrow Planning Commission  
06-26-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PT-002253-2025|PR-000832-2025, Preliminary Plat for County Line Crossing, 49.03 acres, 166 lots, A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential) via BAZ-002130-2023, located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)

**Background:**

**Applicant:** Erik Enyart (Tanner Consulting)  
**Owner:** TJ Gugliemo (Calara Land OK LLC)  
**Developer:** The Calera Group  
**Engineer:** Megan Pasco (Tanner Consulting)  
**Location:** North of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)  
**Size of Tract** 49.03 acres  
**Number of Lots:** 166  
**Present Zoning:** A-1 (Agricultural)  
**Proposed Zoning:** A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential) via BAZ-002130-2023  
**Comp Plan:** Level 2 - Urban Residential and Level 3 - Transition Area

PT-002253-2025, the preliminary plat for County Line Crossing, contains 166 lots on 49.03 acres. This property is generally located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road). The property is currently unplatted.

BAZ-002130-2025 was a request to rezone the property from A-1 (Agricultural to RS-3 and RS-4 (Single Family Residential). The rezoning was heard by Planning Commission on June 12, 2025 where it was recommended for approval. BAZ-002130-2025 was approved by City Council on June 16, 2025, subject to platting. PT-002253-2025 is the first application towards platting this property and implementing BAZ-002130-2023.

This development will have access via West New Orleans Street and South 23<sup>rd</sup> Street, as well as via the existing neighborhood to the east.

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain.

**Attachments:** Checklist  
County Line Crossing Preliminary Plat

**Recommendation:**

Staff recommends PT-002253-2025|PR-000832-2025, preliminary plat for County Line Crossing, be approved subject to the attached checklist.

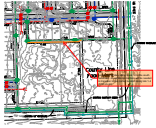
**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

JJR-

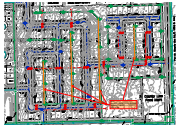
# Preliminary Plat Checklist

## [1] CUP (10)



**Page Label:** [1] CUP  
**Author:** jdickeson

**U01**  
Locate the sanitary along block 12 in the south easement. An additional manhole will be needed to transition to the correct location along lots 1-4 (STD UL-01)



**Page Label:** [1] CUP  
**Author:** jdickeson

**U02**  
Locate the sanitary sewer in the west easement on block 5, 6, 8, 9, 13 (STD UL-01)



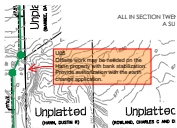
**Page Label:** [1] CUP  
**Author:** jdickeson

**U03**  
Show the existing drive and cross drain being removed and the ditch continued



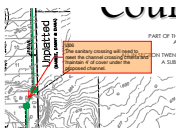
**Page Label:** [1] CUP  
**Author:** jdickeson

**U04**  
The SPW3 will need to include dewatering criteria for the existing pond.



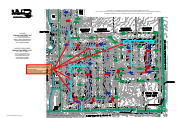
**Page Label:** [1] CUP  
**Author:** jdickeson

**U05**  
Offsite work may be needed on the Hann property with bank stabilization. Provide authorization with the earth change application.



**Page Label:** [1] CUP  
**Author:** jdickeson

**U06**  
The sanitary crossing will need to meet the channel crossing criteria and maintain 4' of cover under the proposed channel.



**Page Label:** [1] CUP  
**Author:** jdickeson

**U07**  
The portions of the water line not located in the standard location will need to be approved with a construction variance. Long service taps under the knuckles is preferred and recommend to granting a variance. Block 10 may be recommended for a variance.



**Page Label:** [1] CUP  
**Author:** jdickeson

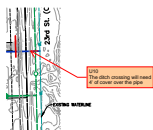
**U08**  
Minimum pavement diameter is 96' with 28' returns



**Page Label:** [1] CUP  
**Author:** jdickeson

**U09**  
The street crossing will need to be analyzed and the detention may need to over detain to not exceed the capacity of the crossing.

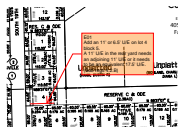




**Page Label:** [1] CUP  
**Author:** jdickeson

U10  
The ditch crossing will need 4' of cover over the pipe

## [1] FP1 (17)



**Page Label:** [1] FP1  
**Author:** jdickeson

E01  
Add an 11' or 6.5' U/E on lot 4 block 5.  
A 11' U/E in the rear yard needs an adjoining 11' U/E or it needs to be an equivalent 17.5' U/E.  
(Sub regs 4.2.B)



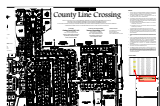
**Page Label:** [1] FP1  
**Author:** jdickeson

E02  
Add U/E for the storm sewer through block 5, if these are sump locations they will need to include an ODE designation



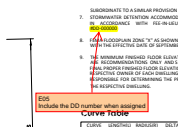
**Page Label:** [1] FP1  
**Author:** jdickeson

E03  
Label the section line



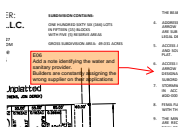
**Page Label:** [1] FP1  
**Author:** jdickeson

E04  
The dimensions on the highlighted curves do not match the length in the curve table.



**Page Label:** [1] FP1  
**Author:** jdickeson

E05  
Include the DD number when assigned



**Page Label:** [1] FP1  
**Author:** jdickeson

E06  
Add a note identifying the water and sanitary provider.  
Builders are constantly assigning the wrong supplier on their applications



**Page Label:** [1] FP1  
**Author:** jdickeson

E07  
Part of reserve E will need to be covered by an ODE for the existing channel along new orleans



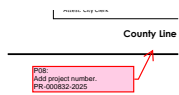
**Page Label:** [1] FP1  
**Author:** jdickeson

E08  
Minimum pavement diameter is 96' per the fire code and the R/W will need to be adjusted accordingly.  
The 100' diameter will not be sufficient.



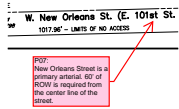
**Page Label:** [1] FP1  
**Author:** jdickeson

E09  
Define the access point to lot 1 block 15, access to 101 st is within the LNA and a drive cannot be located within 250' of the existing drive on the Food Mart parcel.



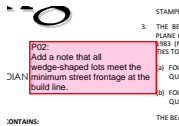
**Page Label:** [1] FP1  
**Author:** Amanda

P08:  
Add project number.  
PR-000832-2025



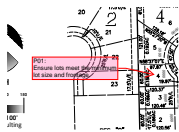
**Page Label:** [1] FP1  
**Author:** Amanda

P07:  
New Orleans Street is a primary arterial. 60' of ROW is required from the center line of the street.



**Page Label:** [1] FP1  
**Author:** Amanda

P02:  
Add a note that all wedge-shaped lots meet the minimum street frontage at the build line.



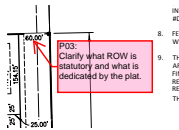
**Page Label:** [1] FP1  
**Author:** Amanda

P01:  
Ensure lots meet the minimum lot size and frontage.



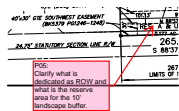
**Page Label:** [1] FP1  
**Author:** Amanda

P06:  
Add restricted access to all street frontages where the setback is less than the required 25' setback.



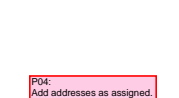
**Page Label:** [1] FP1  
**Author:** Amanda

P03:  
Clarify what ROW is statutory and what is dedicated by the plat.



**Page Label:** [1] FP1  
**Author:** Amanda

P05:  
Clarify what is dedicated as ROW and what is the reserve area for the 10' landscape buffer.



**Page Label:** [1] FP1  
**Author:** Amanda

P04:  
Add addresses as assigned.

## [1] FP2 (2)



**Page Label:** [1] FP2  
**Author:** jdickeson

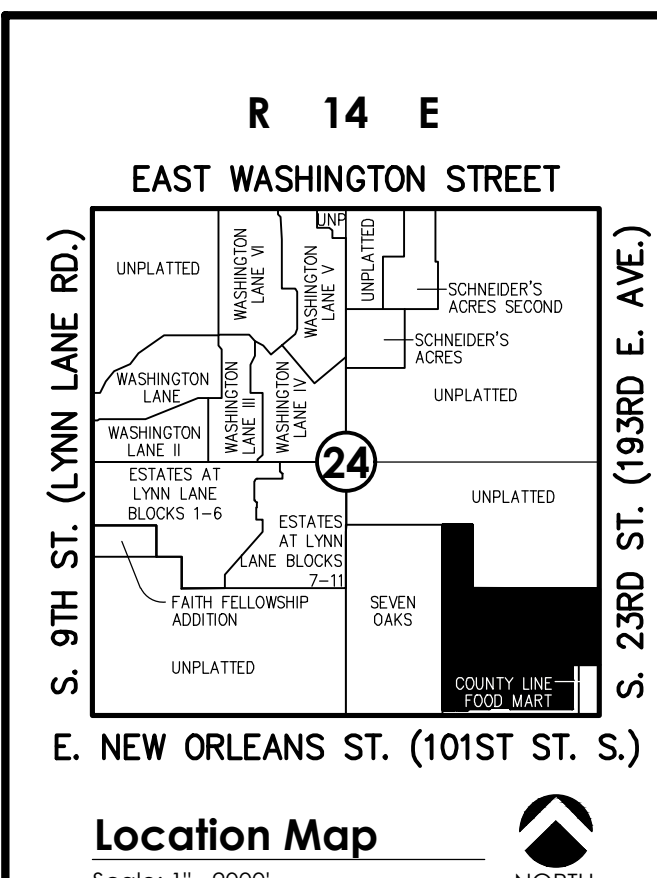
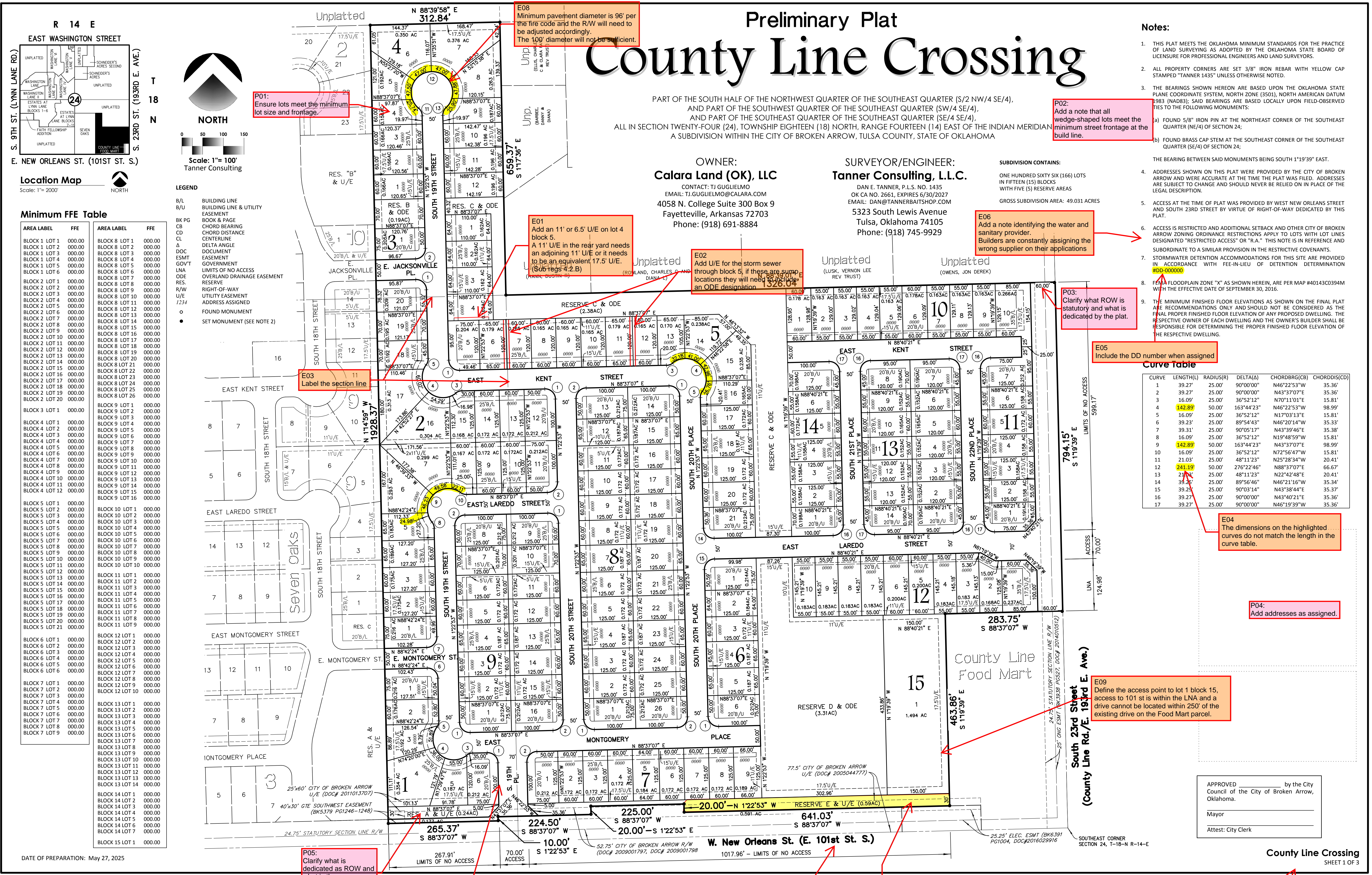
E10  
Complete the missing data



**Page Label:** [1] FP2  
**Author:** Amanda

P09:  
Add restricted access to the legend.





Minimum FFE Table

AREA LABEL	FFE	AREA LABEL	FFE
BLOCK 1 LOT 1	0.000	BLOCK 8 LOT 1	0.000
BLOCK 1 LOT 2	0.000	BLOCK 8 LOT 2	0.000
BLOCK 1 LOT 3	0.000	BLOCK 8 LOT 3	0.000
BLOCK 1 LOT 4	0.000	BLOCK 8 LOT 4	0.000
BLOCK 1 LOT 5	0.000	BLOCK 8 LOT 5	0.000
BLOCK 1 LOT 6	0.000	BLOCK 8 LOT 6	0.000
BLOCK 2 LOT 1	0.000	BLOCK 8 LOT 7	0.000
BLOCK 2 LOT 2	0.000	BLOCK 8 LOT 8	0.000
BLOCK 2 LOT 3	0.000	BLOCK 8 LOT 9	0.000
BLOCK 2 LOT 4	0.000	BLOCK 8 LOT 10	0.000
BLOCK 2 LOT 5	0.000	BLOCK 8 LOT 11	0.000
BLOCK 2 LOT 6	0.000	BLOCK 8 LOT 12	0.000
BLOCK 2 LOT 7	0.000	BLOCK 8 LOT 13	0.000
BLOCK 2 LOT 8	0.000	BLOCK 8 LOT 14	0.000
BLOCK 2 LOT 9	0.000	BLOCK 8 LOT 15	0.000
BLOCK 2 LOT 10	0.000	BLOCK 8 LOT 16	0.000
BLOCK 2 LOT 11	0.000	BLOCK 8 LOT 17	0.000
BLOCK 2 LOT 12	0.000	BLOCK 8 LOT 18	0.000
BLOCK 2 LOT 13	0.000	BLOCK 8 LOT 19	0.000
BLOCK 2 LOT 14	0.000	BLOCK 8 LOT 20	0.000
BLOCK 2 LOT 15	0.000	BLOCK 8 LOT 21	0.000
BLOCK 2 LOT 16	0.000	BLOCK 8 LOT 22	0.000
BLOCK 2 LOT 17	0.000	BLOCK 8 LOT 23	0.000
BLOCK 2 LOT 18	0.000	BLOCK 8 LOT 24	0.000
BLOCK 2 LOT 19	0.000	BLOCK 8 LOT 25	0.000
BLOCK 2 LOT 20	0.000	BLOCK 8 LOT 26	0.000
BLOCK 3 LOT 1	0.000	BLOCK 9 LOT 1	0.000
BLOCK 3 LOT 2	0.000	BLOCK 9 LOT 2	0.000
BLOCK 3 LOT 3	0.000	BLOCK 9 LOT 3	0.000
BLOCK 3 LOT 4	0.000	BLOCK 9 LOT 4	0.000
BLOCK 3 LOT 5	0.000	BLOCK 9 LOT 5	0.000
BLOCK 3 LOT 6	0.000	BLOCK 9 LOT 6	0.000
BLOCK 3 LOT 7	0.000	BLOCK 9 LOT 7	0.000
BLOCK 3 LOT 8	0.000	BLOCK 9 LOT 8	0.000
BLOCK 3 LOT 9	0.000	BLOCK 9 LOT 9	0.000
BLOCK 3 LOT 10	0.000	BLOCK 9 LOT 10	0.000
BLOCK 3 LOT 11	0.000	BLOCK 9 LOT 11	0.000
BLOCK 3 LOT 12	0.000	BLOCK 9 LOT 12	0.000
BLOCK 3 LOT 13	0.000	BLOCK 9 LOT 13	0.000
BLOCK 3 LOT 14	0.000	BLOCK 9 LOT 14	0.000
BLOCK 3 LOT 15	0.000	BLOCK 9 LOT 15	0.000
BLOCK 3 LOT 16	0.000	BLOCK 9 LOT 16	0.000
BLOCK 3 LOT 17	0.000	BLOCK 9 LOT 17	0.000
BLOCK 3 LOT 18	0.000	BLOCK 9 LOT 18	0.000
BLOCK 3 LOT 19	0.000	BLOCK 9 LOT 19	0.000
BLOCK 3 LOT 20	0.000	BLOCK 9 LOT 20	0.000
BLOCK 3 LOT 21	0.000	BLOCK 9 LOT 21	0.000
BLOCK 3 LOT 22	0.000	BLOCK 9 LOT 22	0.000
BLOCK 3 LOT 23	0.000	BLOCK 9 LOT 23	0.000
BLOCK 3 LOT 24	0.000	BLOCK 9 LOT 24	0.000
BLOCK 3 LOT 25	0.000	BLOCK 9 LOT 25	0.000
BLOCK 3 LOT 26	0.000	BLOCK 9 LOT 26	0.000
BLOCK 3 LOT 27	0.000	BLOCK 9 LOT 27	0.000
BLOCK 3 LOT 28	0.000	BLOCK 9 LOT 28	0.000
BLOCK 3 LOT 29	0.000	BLOCK 9 LOT 29	0.000
BLOCK 3 LOT 30	0.000	BLOCK 9 LOT 30	0.000
BLOCK 3 LOT 31	0.000	BLOCK 9 LOT 31	0.000
BLOCK 3 LOT 32	0.000	BLOCK 9 LOT 32	0.000
BLOCK 3 LOT 33	0.000	BLOCK 9 LOT 33	0.000
BLOCK 3 LOT 34	0.000	BLOCK 9 LOT 34	0.000
BLOCK 3 LOT 35	0.000	BLOCK 9 LOT 35	0.000
BLOCK 3 LOT 36	0.000	BLOCK 9 LOT 36	0.000
BLOCK 3 LOT 37	0.000	BLOCK 9 LOT 37	0.000
BLOCK 3 LOT 38	0.000	BLOCK 9 LOT 38	0.000
BLOCK 3 LOT 39	0.000	BLOCK 9 LOT 39	0.000
BLOCK 3 LOT 40	0.000	BLOCK 9 LOT 40	0.000
BLOCK 3 LOT 41	0.000	BLOCK 9 LOT 41	0.000
BLOCK 3 LOT 42	0.000	BLOCK 9 LOT 42	0.000
BLOCK 3 LOT 43	0.000	BLOCK 9 LOT 43	0.000
BLOCK 3 LOT 44	0.000	BLOCK 9 LOT 44	0.000
BLOCK 3 LOT 45	0.000	BLOCK 9 LOT 45	0.000
BLOCK 3 LOT 46	0.000	BLOCK 9 LOT 46	0.000
BLOCK 3 LOT 47	0.000	BLOCK 9 LOT 47	0.000
BLOCK 3 LOT 48	0.000	BLOCK 9 LOT 48	0.000
BLOCK 3 LOT 49	0.000	BLOCK 9 LOT 49	0.000
BLOCK 3 LOT 50	0.000	BLOCK 9 LOT 50	0.000
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BLOCK 3 LOT 56	0.000	BLOCK 9 LOT 56	0.000
BLOCK 3 LOT 57	0.000	BLOCK 9 LOT 57	0.000
BLOCK 3 LOT 58	0.000	BLOCK 9 LOT 58	0.000
BLOCK 3 LOT 59	0.000	BLOCK 9 LOT 59	0.000
BLOCK 3 LOT 60	0.000	BLOCK 9 LOT 60	0.000
BLOCK 3 LOT 61	0.000	BLOCK 9 LOT 61	0.000
BLOCK 3 LOT 62	0.000	BLOCK 9 LOT 62	0.000
BLOCK 3 LOT 63	0.000	BLOCK 9 LOT 63	0.000
BLOCK 3 LOT 64	0.000	BLOCK 9 LOT 64	0.000
BLOCK 3 LOT 65	0.000	BLOCK 9 LOT 65	0.000
BLOCK 3 LOT 66	0.000	BLOCK 9 LOT 66	0.000
BLOCK 3 LOT 67	0.000	BLOCK 9 LOT 67	0.000
BLOCK 3 LOT 68	0.000	BLOCK 9 LOT 68	0.000
BLOCK 3 LOT 69	0.000	BLOCK 9 LOT 69	0.000
BLOCK 3 LOT 70	0.000	BLOCK 9 LOT 70	0.000
BLOCK 3 LOT 71	0.000	BLOCK 9 LOT 71	0.000
BLOCK 3 LOT 72	0.000	BLOCK 9 LOT 72	0.000
BLOCK 3 LOT 73	0.000	BLOCK 9 LOT 73	0.000
BLOCK 3 LOT 74	0.000	BLOCK 9 LOT 74	0.000
BLOCK 3 LOT 75	0.000	BLOCK 9 LOT 75	0.000
BLOCK 3 LOT 76	0.000	BLOCK 9 LOT 76	0.000
BLOCK 3 LOT 77	0.000	BLOCK 9 LOT 77	0.000
BLOCK 3 LOT 78	0.000	BLOCK 9 LOT 78	0.000
BLOCK 3 LOT 79	0.000	BLOCK 9 LOT 79	0.000
BLOCK 3 LOT 80	0.000	BLOCK 9 LOT 80	0.000
BLOCK 3 LOT 81	0.000	BLOCK 9 LOT 81	0.000
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BLOCK 3 LOT 88	0.000	BLOCK 9 LOT 88	0.000
BLOCK 3 LOT 89	0.000	BLOCK 9 LOT 89	0.000
BLOCK 3 LOT 90	0.000	BLOCK 9 LOT 90	0.000
BLOCK 3 LOT 91	0.000	BLOCK 9 LOT 91	0.000
BLOCK 3 LOT 92	0.000	BLOCK 9 LOT 92	0.000
BLOCK 3 LOT 93	0.000	BLOCK 9 LOT 93	0.000
BLOCK 3 LOT 94	0.000	BLOCK 9 LOT 94	0.000
BLOCK 3 LOT 95	0.000	BLOCK 9 LOT 95	0.000
BLOCK 3 LOT 96	0.000	BLOCK 9 LOT 96	0.000
BLOCK 3 LOT 97	0.000	BLOCK 9 LOT 97	0.000
BLOCK 3 LOT 98	0.000	BLOCK 9 LOT 98	0.000
BLOCK 3 LOT 99	0.000	BLOCK 9 LOT 99	0.000
BLOCK 3 LOT 100	0.000	BLOCK 9 LOT 100	0.000

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(C)	CHORD DIS(CD)
1	39.27'	25.00'	90°00'00"	N46°22'53"W	35.36'
2	39.27'	25.00'	90°00'00"	N46°22'53"W	35.36'
3	16.09'	25.00'	36°52'12"	N70°11'01"E	15.81'
4	142.89'	50.00'	163°44'23"	N46°22'53"W	98.99'
5	16.09'	25.00'	36°52'12"	N17°03'13"E	15.81'
6	39.23'	25.00'	89°54'43"	N46°20'14"E	35.33'
7	39.31'	25.00'	90°05'17"	N43°39'46"E	35.38'
8	16.09'	25.00'	36°52'12"	N19°48'59"W	15.81'
9	142.89'	50.00'	163°44'23"	N43°37'07"E	98.99'
10	16.09'	25.00'	36°52'12"	N72°56'47"W	15.81'
11	21.03'	25.00'	48°11'23"	N25°28'34"E	20.41'
12	241.19'	50.00'	276°22'46"	N88°37'07"E	66.67'
13	21.03'	25.00'	48°11'23"	N22°42'48"E	20.41'
14	39.25'	25.00'	89°56'46"	N46°21'16"W	35.34'
15	39.25'	25.00'	90°03'14"	N43°38'44"E	35.37'
16	39.27'	25.00'	90°00'00"	N43°40'21"E	35.36'
17	39.27'	25.00'	90°00'00"	N46°19'39"W	35.36'

DATE OF PREPARATION: May 27, 2025

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.  
Mayor  
Attest: City Clerk



# Preliminary Plat

# County Line Crossing

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, A[N] [STATE] [CORPORATE ENTITY TYPE], HEREINAFTER REFERRED TO AS THE "OWNER" OR "DECLARANT," IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°37'07" EAST AND ALONG THE SOUTH LINE OF THE SE/4, FOR A DISTANCE OF 1013.99 FEET; THENCE NORTH 1°17'36" WEST AND ALONG THE EAST LINE OF "SEVEN OAKS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5913), FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°17'36" WEST AND ALONG THE EAST LINE OF "SEVEN OAKS", FOR A DISTANCE OF 1928.37 FEET, TO THE NORTHEAST CORNER OF "SEVEN OAKS"; THENCE NORTH 88°39'58" EAST FOR A DISTANCE OF 312.84 FEET, TO A POINT ON THE WEST LINE OF THE E/2 OF THE SE/4; THENCE SOUTH 1°17'36" EAST AND ALONG SAID WEST LINE FOR A DISTANCE OF 659.37 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S/2 SE/4); THENCE NORTH 88°39'01" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1326.04 FEET, TO A POINT ON THE EAST LINE OF THE SE/4; THENCE SOUTH 1°19'39" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 794.15 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 283.75 FEET; THENCE SOUTH 1°19'39" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 463.86 FEET, TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST NEW ORLEANS STREET (EAST 101ST STREET SOUTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE REMAINING SEVEN (8) COURSES: SOUTH 88°37'07" WEST FOR A DISTANCE OF 641.03 FEET; THENCE NORTH 1°22'53" WEST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 225.00 FEET; THENCE SOUTH 1°22'53" EAST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 224.50 FEET; THENCE SOUTH 1°22'53" EAST FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 265.37 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,135,769 SQUARE FEET OR 49.031 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (NE/4) OF SECTION 24;
- (B) BRASS CAP STEM FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 24;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°17'36" EAST.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, LAYED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ( ) LOTS IN ( ) BLOCKS, ( ) RESERVE AREAS, AND STREETS 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 "COUNTY LINE CROSSING", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "COUNTY LINE CROSSING" 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 SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

## SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

### A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES, STORM SEWER LINES, AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

### B. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN RIGHT-OF-WAY OF SOUTH 23RD STREET (ALSO KNOWN AS SOUTH COUNTY LINE ROAD, ALSO KNOWN AS SOUTH 193RD EAST AVENUE) AS DEDICATED BY THIS PLAT, WITHIN THE RIGHT-OF-WAY OF EAST NEW ORLEANS STREET (ALSO KNOWN AS EAST 101ST STREET SOUTH), AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN 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 THE LOT OR RESERVE AREA. 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 OR RESERVE AREA, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (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, TERMINATING AT THE PLANE FORMED BY THE FINISHED EXTERIOR BUILDING WALL.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS. SAID RESTRICTIONS ON ALTERATIONS OF GRADE AND LIMITATIONS ON CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DO NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICE, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWER FACILITIES, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS OR FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER AND OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

### D. SURFACE DRAINAGE:

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT 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 OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW, OKLAHOMA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE HOME OWNERS ASSOCIATION (AS SET FORTH IN SECTION III. HEREIN).

### E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, 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.

### F. OTHER USES:

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

### G. ACCESS RESTRICTIONS:

ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

### H. SIDEWALKS:

SIDEWALKS, INCLUDING CURB RAMPS, SHALL BE CONSTRUCTED BY EACH LOT OWNER AT THE TIME THE DWELLING IS CONSTRUCTED IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW, AND WILL BE CONSTRUCTED BY THE OWNER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

### I. OVERLAND DRAINAGE EASEMENTS:

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL, NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE", INCLUDING, WITHOUT LIMITATION, RESERVES B, C, AND D, FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED NOR SHALL THERE BE ANY ALTERATION OF GRADE WITHIN AN OVERLAND DRAINAGE EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR OTHER LANDSCAPING (EXCEPTING TREES AND SHRUBS) SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES OR SHRUBS INSTALLED BY THE OWNER OF RESERVES B, C, OR D, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, DETENTION, RETENTION, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.

4. STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE OVERLAND DRAINAGE EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE OVERLAND DRAINAGE EASEMENT INCLUDING, WITHOUT LIMITATION, RESERVES B, C, AND D, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOME OWNERS ASSOCIATION (AS SET FORTH IN SECTION III. HEREIN) UPON CONVEYANCE OF THE EASEMENT AREA OR LOT OR RESERVE AREA CONTAINING SAME TO THE HOME OWNERS ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO SAID OWNER, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

## SECTION II. RESERVE AREAS

### A. ALL RESERVE AREAS:

1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION DEFINED HEREINAFTER IN SECTION III. (THE "HOA" OR "ASSOCIATION").

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE HOA UPON CONVEYANCE OF SAME BY OWNER TO THE HOA. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, 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 SUCH RESERVE AREA. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. EACH LOT OWNER OR RESIDENT AND MEMBER OF THE HOA SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE

OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE HOA OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE HOA OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

### B. RESERVES B, C, AND D:

1. RESERVES B, C, AND D ARE DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, PRIVATE PARK OR OTHER NEIGHBORHOOD AMENITIES, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOA (AS SET FORTH IN SECTION III. HEREIN).

2. RESERVES B, C, AND D, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

3. RESERVES B, C, AND D, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS OVERLAND DRAINAGE EASEMENTS.

### B. RESERVES A AND E:

1. RESERVES A AND E ARE DESIGNATED TO BE USED FOR NEIGHBORHOOD PERIMETER FENCES, OPEN SPACE, PRIVATE PARK OR OTHER NEIGHBORHOOD AMENITIES, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOA (AS SET FORTH IN SECTION III. HEREIN).

2. RESERVES A AND E, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

3. RESERVES A AND E, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS GENERAL UTILITY EASEMENTS.

## SECTION III. HOME OWNERS ASSOCIATION

### A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION. THE HOA HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR VIA RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION, "COUNTY LINE CROSSING", AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, AND THE SUBSEQUENT OWNERS THEREOF, SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

### B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

### C. ASSESSMENTS:

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT (AND ITS AFFILIATES), BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

### D. MAINTENANCE OF COMMON AREAS:

THE RESERVE OR COMMON AREA OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, STORMWATER DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH OWNER SHALL BE THE HOA UPON CONVEYANCE OF THE RESERVE OR COMMON AREA FROM THE OWNER/DECLARANT TO THE HOA. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

### E. LIMITATION ON LIABILITY:

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNERS' ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

## County Line Crossing

CASE NO. PR-

SHEET 3 OF 3

DATE OF PREPARATION: May 27, 2025

P09:  
Add restricted access  
to the legend.



Preliminary Plat

# County Line Crossing

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (S/2 NW/4 SE/4),  
AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4),  
AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4),  
ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN, EXCEPTING LOT ONE (1), BLOCK FIFTEEN (15)) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS:

NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.

B. RESIDENTIAL LOTS:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY CITY REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES:

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS:

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION, TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS:

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

F. ADDITIONS TO EXISTING STRUCTURES:

ALL ADDITIONS TO THE PROPERTY SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS:

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES), NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES:

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES:

NO FENCE SHALL BE CONSTRUCTED IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE STREET SIDE SET-BACK LINE EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT, PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES:

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS:

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES:

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOME BUILDER DURING DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT:

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT (INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON) IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE LOT OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF THEIR LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE LOT OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION III.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES:

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS:

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING/PETS:

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.

Q. MODEL HOME AND CONSTRUCTION FACILITIES:

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

R. NUISANCES:

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON

WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT:

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION.

B. DURATION:

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2046, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER/DECLARANT OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO PRIOR WRITTEN CONSENT FROM THE OWNER/DECLARANT IF THE HOA HAS NOT YET BEEN TURNED OVER TO THE HOMEOWNERS). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK, (PROVIDED, HOWEVER, THAT THE OWNERS MAY NOT TERMINATE THESE COVENANTS DURING THE TIME THAT DECLARANT OWNS AT LEAST ONE (1) LOT).

D. SEVERABILITY:

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, THE OWNER OF HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) SS  
COUNTY OF WASHINGTON )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF \_\_\_\_\_

\_\_\_\_\_, AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH \_\_\_\_\_ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED 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 HEREINABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

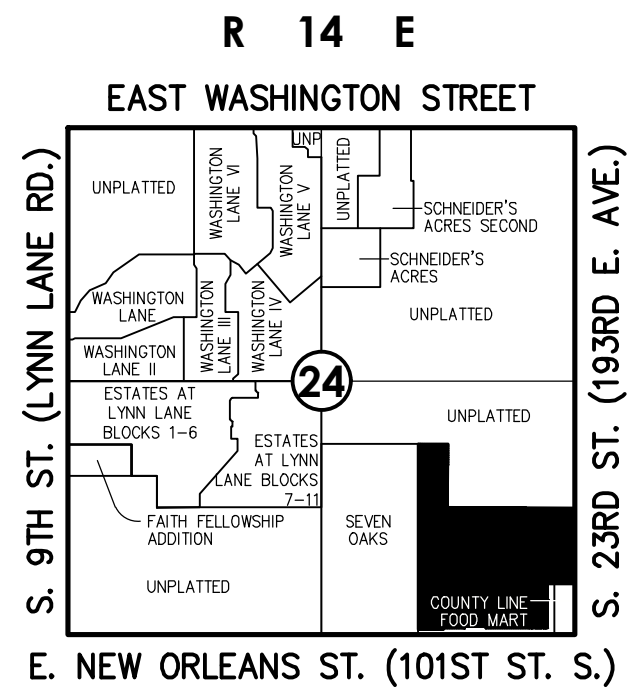
03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC







**Location Map**  
Scale: 1"= 2000'

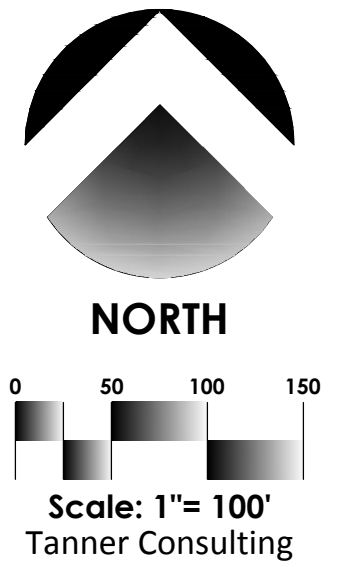
**OWNER:**  
**Calara Land (OK), LLC**  
CONTACT: TJ GUGLIEMO  
EMAIL: TJ.GUGLIEMO@CALARA.COM  
4058 N. College Suite 300 Box 9  
Fayetteville, Arkansas 72703  
Phone: (918) 691-8884

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

# Conceptual Utility Plan

## County Line Crossing

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (S/2 NW/4 SE/4),  
AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4),  
AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4),  
ON TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**SUBDIVISION CONTAINS:**  
ONE HUNDRED SIXTY SIX (166) LOTS  
IN FIFTEEN (15) BLOCKS  
WITH FIVE (5) RESERVE AREAS  
GROSS SUBDIVISION AREA: 49.031 ACRES

LEGEND	
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
R	RADIUS
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT
●	FIRE HYDRANT
●	SANITARY SEWER MANHOLE
○	EXISTING SEWER MANHOLE
■	STORM SEWER INLET
—	PROPOSED STORM SEWER
—	PROPOSED SANITARY SEWER
—	PROPOSED WATERLINE

**U07**  
The portions of the water line not located in the standard location will need to be approved with a construction variance. Long service taps under the knuckles is preferred and recommend to granting a variance. Block 10 may be recommended for a variance.

**U10**  
The ditch crossing will need 4' of cover over the pipe

**U01**  
Locate the sanitary along block 12 in the south easement. An additional manhole will be needed to transition to the correct location along lots 1-4 (STD UL-01)

**U09**  
The street crossing will need to be analyzed and the detention may need to over detain to not exceed the capacity of the crossing.

**U02**  
Locate the sanitary sewer in the west easement on block 5, 6, 8, 9, 13 (STD UL-01)

**U03**  
Show the existing drive and cross drain being removed and the ditch continued

**U08**  
Minimum pavement diameter is 36" with 28' returns

**U06**  
The sanitary crossing will need to meet the channel crossing criteria and maintain 4' of cover under the proposed channel.

**U05**  
Offsite work may be needed on the Hann property with bank stabilization. Provide authorization with the earth change application.

**U04**  
The SPW3 will need to include dewatering criteria for the existing pond.



PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (S/2 NW/4 SE/4),  
AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4),  
AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4),  
ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
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Phone: (918) 745-9929

**SUBDIVISION CONTAINS:**

ONE HUNDRED SIXTY SIX (166) LOTS  
IN FIFTEEN (15) BLOCKS  
WITH FIVE (5) RESERVE AREAS

GROSS SUBDIVISION AREA: 49.031 ACRES

1. THIS PLAN MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - (a) FOUND 5/8" IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (NE/4) OF SECTION 24;
  - (b) FOUND BRASS CAP STEM AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 24;
- THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'39" EAST.
4. ADDRESSES SHOWN ON THIS PLAN WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAN WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAN WAS PROVIDED BY WEST NEW ORLEANS STREET AND SOUTH 23RD STREET BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAN.
6. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINE DESIGNATED "RESTRICTED ACCESS" OR "R.A." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
7. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #WD-000000
8. FEMA FLOODPLAIN ZONE "X" AS SHOWN HEREIN, ARE PER MAP #40143C0394M WITH THE EFFECTIVE DATE OF SEPTEMBER 30, 2016.
9. THE MINIMUM FINISHED FLOOR ELEVATIONS AS SHOWN ON THE FINAL PLAT ARE RECOMMENDATIONS ONLY AND SHOULD NOT BE CONSIDERED AS THE PROPER FINISHED FLOOR ELEVATION OF ANY PROPOSED DWELLING. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR DETERMINING THE PROPER FINISHED FLOOR ELEVATION OF THE RESPECTIVE DWELLING.

### Curve Table

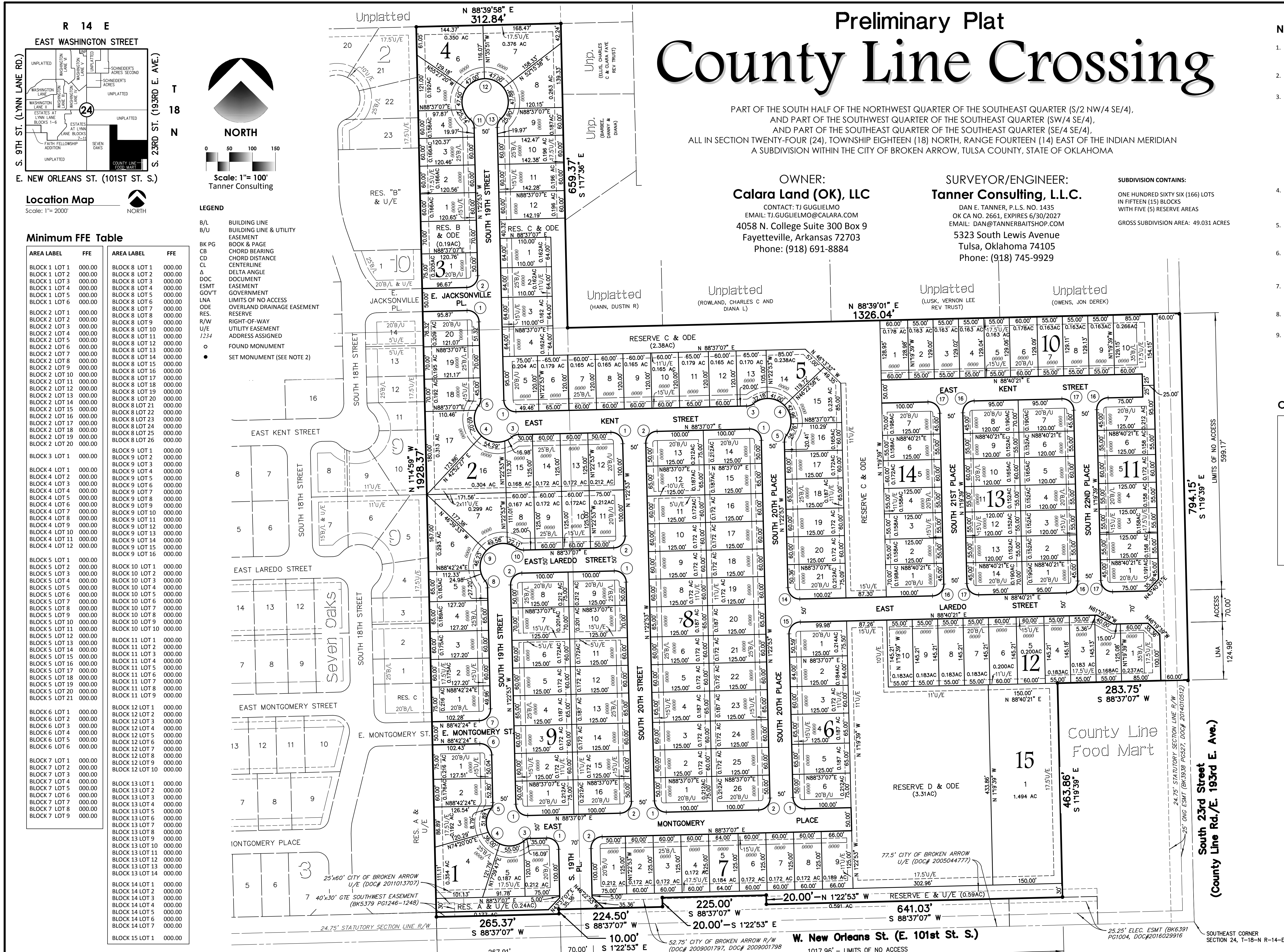
CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27'	25.00'	90°00'00"	N46°22'53"W	35.36'
2	39.27'	25.00'	90°00'00"	N43°37'07"E	35.36'
3	16.09'	25.00'	36°52'12"	N70°11'01"E	15.81'
4	142.89'	50.00'	163°44'23"	N46°22'53"W	98.99'
5	16.09'	25.00'	36°52'12"	N17°03'13"E	15.81'
6	39.23'	25.00'	89°54'43"	N46°20'14"W	35.33'
7	39.31'	25.00'	90°05'17"	N43°39'46"E	35.38'
8	16.09'	25.00'	36°52'12"	N19°48'59"W	15.81'
9	142.89'	50.00'	163°44'23"	N43°37'07"E	98.99'
10	16.09'	25.00'	36°52'12"	N72°56'47"W	15.81'
11	21.03'	25.00'	48°11'23"	N25°28'34"W	20.41'
12	241.19'	50.00'	276°22'46"	N88°37'07"E	66.67'
13	21.03'	25.00'	48°11'23"	N22°42'48"E	20.41'
14	39.25'	25.00'	89°56'46"	N46°21'16"W	35.34'
15	39.29'	25.00'	90°03'14"	N43°38'44"E	35.37'
16	39.27'	25.00'	90°00'00"	N43°40'21"E	35.36'
17	39.27'	25.00'	90°00'00"	N46°19'39"W	35.36'

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest: City Clerk

**County Line Crossing**  
SHEET 1 OF 3





# Preliminary Plat

# County Line Crossing

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, A[N] [STATE] [CORPORATE ENTITY TYPE], HEREINAFTER REFERRED TO AS THE "OWNER" OR "DECLARANT," IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°37'07" EAST AND ALONG THE SOUTH LINE OF THE SE/4, FOR A DISTANCE OF 1013.99 FEET; THENCE NORTH 1°17'36" WEST AND ALONG THE EAST LINE OF "SEVEN OAKS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5913), FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°17'36" WEST AND ALONG THE EAST LINE OF "SEVEN OAKS", FOR A DISTANCE OF 1928.37 FEET, TO THE NORTHEAST CORNER OF "SEVEN OAKS"; THENCE NORTH 88°39'58" EAST FOR A DISTANCE OF 312.84 FEET, TO A POINT ON THE WEST LINE OF THE E/2 OF THE SE/4; THENCE SOUTH 1°17'36" EAST AND ALONG SAID WEST LINE FOR A DISTANCE OF 659.37 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S/2 SE/4); THENCE NORTH 88°39'01" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1326.04 FEET, TO A POINT ON THE EAST LINE OF THE SE/4; THENCE SOUTH 1°19'39" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 794.15 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 283.75 FEET; THENCE SOUTH 1°19'39" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 463.86 FEET, TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST NEW ORLEANS STREET (EAST 101ST STREET SOUTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE REMAINING SEVEN (8) COURSES: SOUTH 88°37'07" WEST FOR A DISTANCE OF 641.03 FEET; THENCE NORTH 1°22'53" WEST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 225.00 FEET; THENCE SOUTH 1°22'53" EAST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 224.50 FEET; THENCE SOUTH 1°22'53" EAST FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°37'07" WEST FOR A DISTANCE OF 265.37 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,135,769 SQUARE FEET OR 49.031 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOGICALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) \_\_\_\_\_ FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (NE/4) OF SECTION 24;
- (B) BRASS CAP STEM FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 24;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'39" EAST.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO \_\_\_\_\_ ( ) LOTS IN \_\_\_\_\_ ( ) BLOCKS, \_\_\_\_\_ ( ) RESERVE AREAS, AND STREETS 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 "COUNTY LINE CROSSING", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "COUNTY LINE CROSSING" 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 SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

## SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

### A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES, STORM SEWER LINES, AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

### B. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN RIGHT-OF-WAY OF SOUTH 23RD STREET (ALSO KNOWN AS SOUTH COUNTY LINE ROAD, ALSO KNOWN AS SOUTH 193RD EAST AVENUE) AS DEDICATED BY THIS PLAT, WITHIN THE RIGHT-OF-WAY OF EAST NEW ORLEANS STREET (ALSO KNOWN AS EAST 101ST STREET SOUTH), AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN 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 THE LOT OR RESERVE AREA. 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 OR RESERVE AREA, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (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, TERMINATING AT THE PLANE FORMED BY THE FINISHED EXTERIOR BUILDING WALL.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS. SAID RESTRICTIONS ON ALTERATIONS OF GRADE AND LIMITATIONS ON CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DO NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICE, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWER FACILITIES, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS OR FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER AND OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

### D. SURFACE DRAINAGE:

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT 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 OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW, OKLAHOMA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE HOME OWNERS ASSOCIATION (AS SET FORTH IN SECTION III. HEREIN).

### E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, 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.

### F. OTHER USES:

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

### G. ACCESS RESTRICTIONS:

ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

### H. SIDEWALKS:

SIDEWALKS, INCLUDING CURB RAMPS, SHALL BE CONSTRUCTED BY EACH LOT OWNER AT THE TIME THE DWELLING IS CONSTRUCTED IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW, AND WILL BE CONSTRUCTED BY THE OWNER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

### I. OVERLAND DRAINAGE EASEMENTS:

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL, NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE", INCLUDING, WITHOUT LIMITATION, RESERVES B, C, AND D, FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED NOR SHALL THERE BE ANY ALTERATION OF GRADE WITHIN AN OVERLAND DRAINAGE EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR OTHER LANDSCAPING (EXCEPTING TREES AND SHRUBS) SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES OR SHRUBS INSTALLED BY THE OWNER OF RESERVES B, C, OR D, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, DETENTION, RETENTION, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.

4. STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE OVERLAND DRAINAGE EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE OVERLAND DRAINAGE EASEMENT INCLUDING, WITHOUT LIMITATION, RESERVES B, C, AND D, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOME OWNERS ASSOCIATION (AS SET FORTH IN SECTION III. HEREIN) UPON CONVEYANCE OF THE EASEMENT AREA OR LOT OR RESERVE AREA CONTAINING SAME TO THE HOME OWNERS ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO SAID OWNER, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

## SECTION II. RESERVE AREAS

### A. ALL RESERVE AREAS:

1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION DEFINED HEREINAFTER IN SECTION III. (THE "HOA" OR "ASSOCIATION").

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE HOA UPON CONVEYANCE OF SAME BY OWNER TO THE HOA. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, 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 SUCH RESERVE AREA. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. EACH LOT OWNER OR RESIDENT AND MEMBER OF THE HOA SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE

OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE HOA OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE HOA OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

### B. RESERVES B, C, AND D:

1. RESERVES B, C, AND D ARE DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, PRIVATE PARK OR OTHER NEIGHBORHOOD AMENITIES, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOA (AS SET FORTH IN SECTION III. HEREIN).

2. RESERVES B, C, AND D, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

3. RESERVES B, C, AND D, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS OVERLAND DRAINAGE EASEMENTS.

### B. RESERVES A AND E:

1. RESERVES A AND E ARE DESIGNATED TO BE USED FOR NEIGHBORHOOD PERIMETER FENCES, OPEN SPACE, PRIVATE PARK OR OTHER NEIGHBORHOOD AMENITIES, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOA (AS SET FORTH IN SECTION III. HEREIN).

2. RESERVES A AND E, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

3. RESERVES A AND E, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS GENERAL UTILITY EASEMENTS.

## SECTION III. HOME OWNERS ASSOCIATION

### A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION. THE HOA HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR VIA RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION, "COUNTY LINE CROSSING", AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, AND THE SUBSEQUENT OWNERS THEREOF, SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

### B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

### C. ASSESSMENTS:

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT (AND ITS AFFILIATES), BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

### D. MAINTENANCE OF COMMON AREAS:

THE RESERVE OR COMMON AREA OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, STORMWATER DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH OWNER SHALL BE THE HOA UPON CONVEYANCE OF THE RESERVE OR COMMON AREA FROM THE OWNER/DECLARANT TO THE HOA. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

### E. LIMITATION ON LIABILITY:

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNERS' ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

## County Line Crossing

CASE NO. PR-

SHEET 3 OF 3

DATE OF PREPARATION: May 27, 2025



Preliminary Plat

# County Line Crossing

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (S/2 NW/4 SE/4),  
AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4),  
AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4),  
ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN, EXCEPTING LOT ONE (1), BLOCK FIFTEEN (15)) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS:

NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.

B. RESIDENTIAL LOTS:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY CITY REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES:

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS:

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION, TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS:

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

F. ADDITIONS TO EXISTING STRUCTURES:

ALL ADDITIONS TO THE PROPERTY SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS:

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES), NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES:

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES:

NO FENCE SHALL BE CONSTRUCTED IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE STREET SIDE SET-BACK LINE EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT, PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES:

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS:

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES:

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOME BUILDER DURING THE DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT:

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT (INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON) IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE LOT OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF THEIR LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE LOT OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION III.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES:

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS:

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING/PETS:

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.

Q. MODEL HOME AND CONSTRUCTION FACILITIES:

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

R. NUISANCES:

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON

WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT:

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION.

B. DURATION:

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2046, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER/DECLARANT OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO PRIOR WRITTEN CONSENT FROM THE OWNER/DECLARANT IF THE HOA HAS NOT YET BEEN TURNED OVER TO THE HOMEOWNERS). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK, (PROVIDED, HOWEVER, THAT THE OWNERS MAY NOT TERMINATE THESE COVENANTS DURING THE TIME THAT DECLARANT OWNS AT LEAST ONE (1) LOT).

D. SEVERABILITY:

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, THE OWNER OF HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) SS  
COUNTY OF WASHINGTON )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF \_\_\_\_\_

\_\_\_\_\_, AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH \_\_\_\_\_ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED 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 HEREINABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_

DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

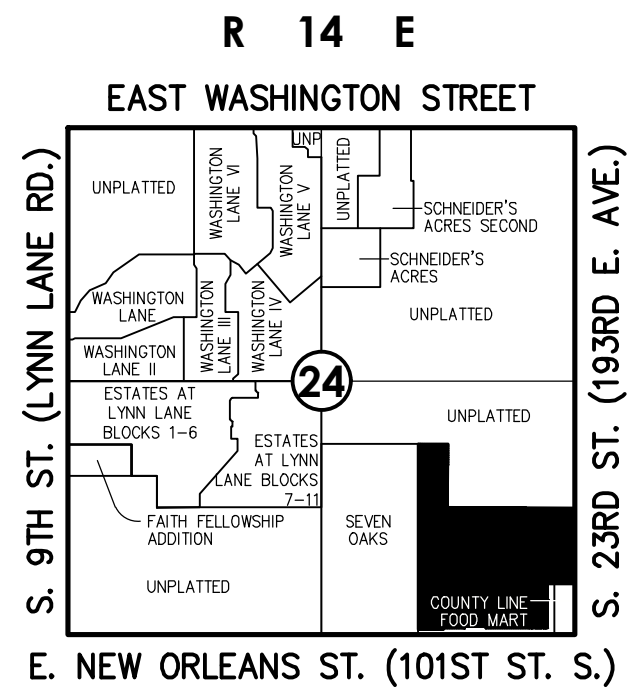
03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC





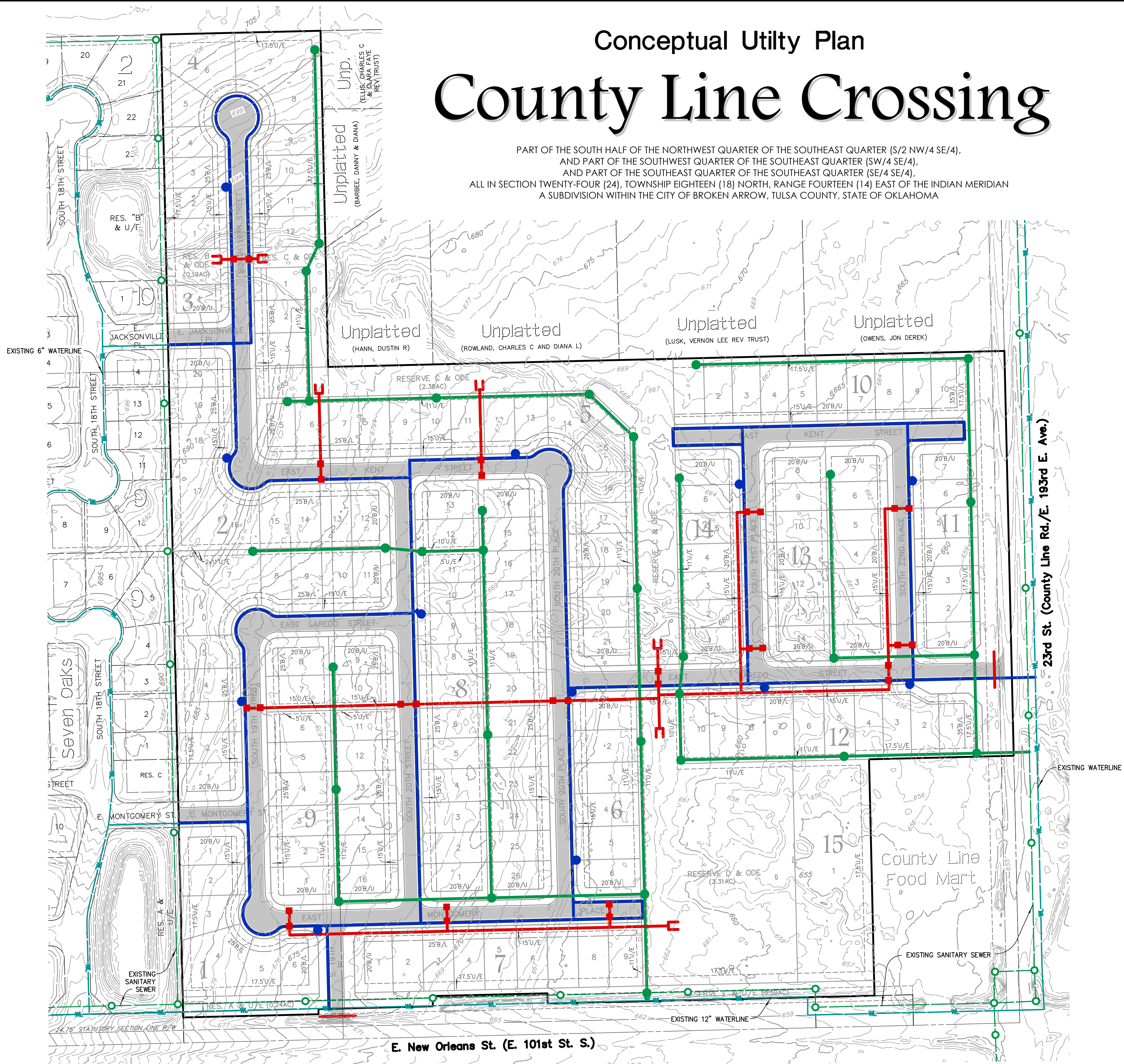


**Location Map**  
Scale: 1"= 2000'

**OWNER:**  
**Calara Land (OK), LLC**  
CONTACT: TJ GUGLIEMO  
EMAIL: TJ.GUGLIEMO@CALARA.COM  
4058 N. College Suite 300 Box 9  
Fayetteville, Arkansas 72703  
Phone: (918) 691-8884

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

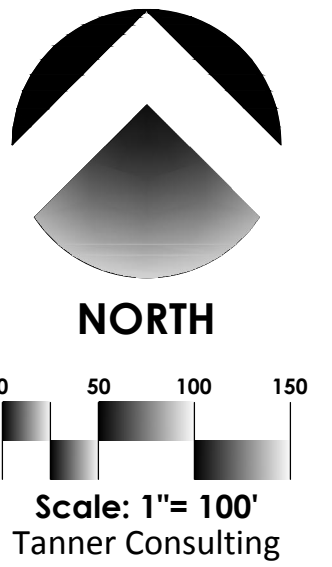
DATE OF PREPARATION: May 27, 2025



# Conceptual Utility Plan

## County Line Crossing

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (S/2 NW/4 SE/4),  
AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4),  
AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4),  
ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**SUBDIVISION CONTAINS:**  
ONE HUNDRED SIXTY SIX (166) LOTS  
IN FIFTEEN (15) BLOCKS  
WITH FIVE (5) RESERVE AREAS  
  
GROSS SUBDIVISION AREA: 49.031 ACRES

LEGEND	
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
R	RADIUS
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT
●	FIRE HYDRANT
●	SANITARY SEWER MANHOLE
○	EXISTING SEWER MANHOLE
■	STORM SEWER INLET
—	PROPOSED STORM SEWER
—	PROPOSED SANITARY SEWER
—	PROPOSED WATERLINE

**County Line Crossing**  
SHEET 1 OF 1





# City of Broken Arrow

## Request for Action

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**File #: 25-920, Version: 1**

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**Broken Arrow Planning Commission  
06-26-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PR-000741-2025|PT-002230-2025, Conditional Final Plat, Brook Chase Phase IV, 9.98 acres, 47 Lots, RS-4 (Single Family Residential), located one-third mile north of Washington Street (91<sup>st</sup> Street), one-eighth mile west of 23<sup>rd</sup> Street (193<sup>rd</sup> E. Avenue/County Line Road)

**Background:**

**Applicant:** Mikel Vanover, Olsson, Inc.  
**Owner:** Dave Cocolin, Eagle 1 Investments  
**Developer:** N/A  
**Engineer:** Mikel Vanover & Austin Mayes, Olsson, Inc.  
**Location:** One-quarter mile north of Washington Street, one-eighth mile west of 23rd Street  
**Size of Tract** 9.98 acres  
**Number of Lots:** 47  
**Present Zoning:** A-1 (Agricultural)  
**Proposed Zoning:** RS-4 (Single Family Residential)  
**Comp Plan:** Level 2 (Urban Residential)

PT-002230-2025, the conditional final plat for Brook Chase Phase IV, contains 47 lots on 9.98 acres. This property, which is located one-eighth mile west of 23rd Street (193rd Avenue/County Line Road) and one-third mile north of Washington Street (91st Street), has been approved for rezoning from A-1 (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. A portion of the proposed plat also provides land designated as reserve areas which can serve as stormwater detention and be used for neighborhood amenities. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

According to FEMA maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on June 17, 2025, where the stakeholders did not have any comments.

**Attachments:** Checklist

Conditional Final Plat

**Recommendation:**

Staff recommends PR-000741-2024|PT-002230-2025, conditional final plat for Brook Chase Phase IV, be approved subject to the attached checklist.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

MEH



# CONDITIONAL FINAL PLAT BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) AND NORTHEAST QUARTER (NE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Lots 54 and 55 need either a 17.5 perimeter easement or an additional 11' easement on the north side of their north lot line.

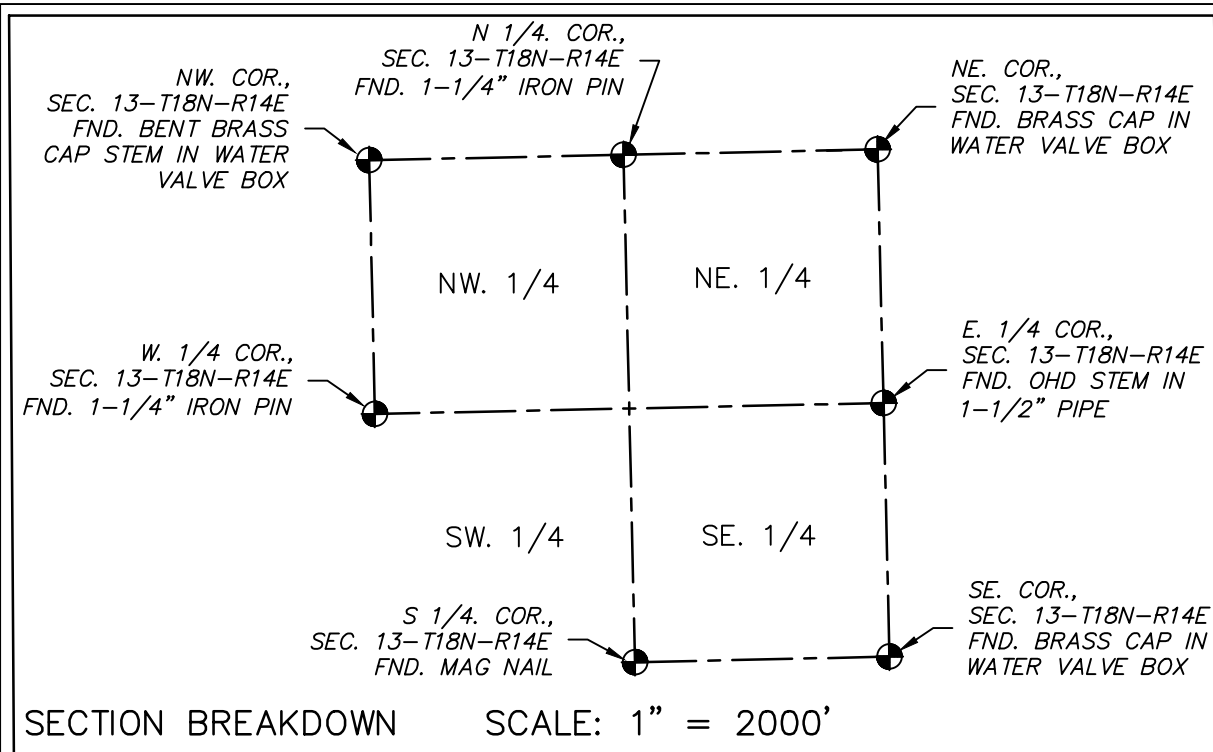
Correct the location map - for the locations of phases 5 and 6, and identifying the two shaded areas without labels.

Verify that all the lots have a waterline and a sanitary sewer and any easements needed for them.

The Phase 4 ENG submittals must be successfully completed.

Show the temporary 60' easement from Phase 3 and note how it will sunset (go away).

P01: Minimum lot size is 6500 square feet



**OWNER:**  
**EAGLE I INVESTMENTS, LLC**

DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
**OLSSON, INC.**

AUSTIN MAYES, PE  
OK C.A. NO. 2483 (PE/LS)  
EXPIRES JUNE 30, 2025  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-4294  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
**OLSSON, INC.**

DARREL RAY MASON, OKPLS 1690  
OK C.A. NO. 2483 (PE/LS)  
EXPIRES JUNE 30, 2025  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

## ZONING REQUIREMENTS

CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
MIN. FRONT BUILDING SETBACK: 20'  
MIN. SIDE YARD SETBACK (BOTH): 10'  
MIN. SIDE YARD SETBACK (ONE): 5'  
MIN. REAR YARD SETBACK: 20'  
MAX. HEIGHT: 35'

## PLAT DATA

SUBDIVISION CONTAINS 47 LOTS ON 4 BLOCKS

TOTAL AREA = 436,827.86 SF, 9.98 AC

## UTILITY NOTES:

WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

## FLOOD ZONE

FEMA MAP NUMBER 40143C0392L,  
PANEL NUMBER 0392L  
ZONE X  
MAP REVISED SEPT 30, 2016

## BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE, 3501 THE WEST LINE OF THE SE/4  
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
N01°18'45"W

## BENCHMARK

BENCHMARK NAME: BA 26

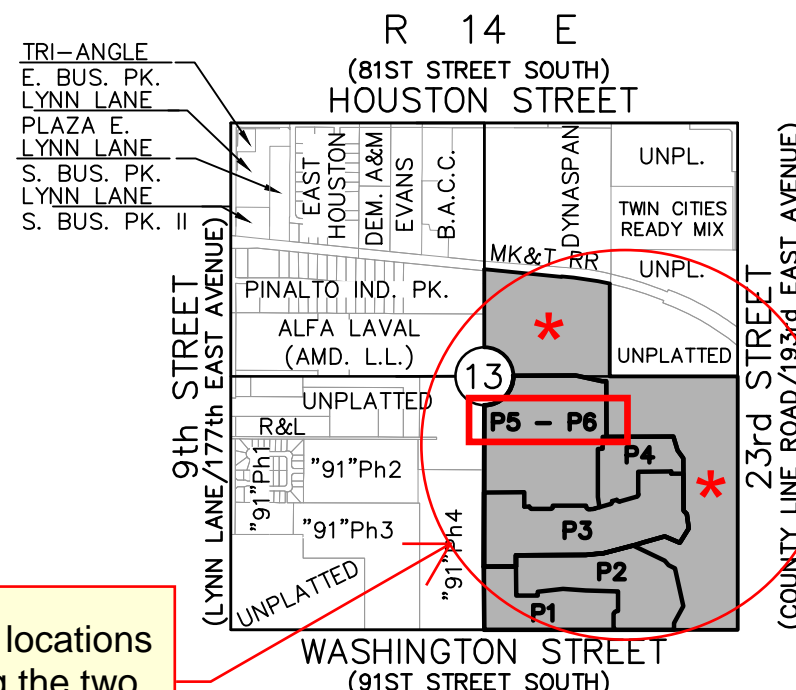
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
CAP-FLUSH-STAMPED "BA 26"  
SET S.E. OF 91ST ST. AND 193RD E. AVE.

## HORIZONTAL DATUM:

NAD 83  
NORTHING: 383229.887  
EASTING: 2630291.884  
VERTICAL DATUM: NAVD 88 ELEV. 670.307

UNPLATTED  
OWNER: EAGLE I INVESTMENTS, LLC

UNPLATTED  
OWNER: EAGLE I INVESTMENTS, LLC



Location Map  
SCALE: 1"=2000'

## LEGEND AND ABBREVIATIONS

	PROPERTY BOUNDARY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED LOT LINE
	PROPOSED BUILDING SETBACK
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
	FLOODWAY
	FLOODPLAIN

1 BLOCK NUMBER

1 LOT NUMBER

1916 LOT ADDRESS

SECTION CORNER

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma

Mayor

Attest: City Clerk

ALL WEDGE-SHAPED LOTS ARE A MINIMUM  
OF 55' IN WIDTH AT THE BUILD LINE.

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

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	525.00	002°28'38"	22.70	S05°53'08"E	22.70
C2	25.00	074°30'55"	32.51	S35°56'43"W	30.27
C3	25.00	090°00'00"	39.27	N61°47'49"W	35.36
C4	25.00	090°00'00"	39.27	S28°12'11"W	35.36
C5	200.00	015°29'05"	54.05	N09°03'17"W	53.89
C6	225.00	015°29'05"	60.81	S09°03'17"E	60.62
C7	250.00	015°29'05"	67.56	S09°03'17"E	67.36
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C12	25.00	048°11'23"	21.03	N64°40'40"E	20.41
C13	50.00	156°58'06"	136.98	S60°55'58"E	97.99
C14	25.00	045°12'28"	19.73	S05°03'08"E	19.22
C15	525.75	020°30'08"	188.13	S17°23'24"E	187.13
C16	500.00	022°55'11"	200.01	S18°52'48"E	198.68
C17	475.00	022°35'33"	187.30	S19°02'37"E	186.09
C18	25.00	060°53'15"	26.57	S60°47'01"E	25.33
C19	50.00	060°53'15"	53.13	S60°47'01"E	50.67

Submitted  
May 16, 2025

Routed for Review  
May 23, 2025

Conditional NET  
subject to satisfactorily  
addressing the notes shown  
May 29, 2025

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	22' UTILITY EASEMENT	2025026681
3	17.5' UTILITY EASEMENT	2025026693
4	20' UTILITY EASEMENT	2025026690



CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (1.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, 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 THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 38 BLOCK 2 OF BROOK CHASE PHASE III, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 126.14 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 22.70 FEET, A CHORD DISTANCE OF 22.70 FEET, AND A CHORD BEARING OF SOUTH 05°53'08" EAST;

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 343.57 FEET;

THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 237.26 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF SOUTH 35°56'43" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 183.15 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 61°47'49" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 50.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 28°12'11" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 116.66 FEET;

THENCE NORTH 09°35'51" WEST, A DISTANCE OF 109.87 FEET;

THENCE NORTH 01°18'09" WEST, A DISTANCE OF 500.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 51.64 FEET;

THENCE NORTH 01°13'38" WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 738.10 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 150.01 FEET;

THENCE SOUTH 37°10'41" EAST, A DISTANCE OF 102.61 FEET;

THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 160.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 436,827.86 SQUARE FEET OR 9.98 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE IV', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE IV"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

1. THE TEMPORARY EASEMENTS GRANTED HEREIN IS HEREBY ACKNOWLEDGED TO BE RUNNING WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ONE (1) YEAR FROM THE DATE OF THIS PLAT AT WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR UNLESS, THE PROPERTY ON WHICH SAID EASEMENT IS SITUATED, IS SUBDIVIDED INTO LOTS, BLOCKS AND STREETS ACCORDING TO THE DIRECTIONS AND POLICIES OF THE CITY OF BROKEN ARROW PLANNING COMMISSION AS APPROVED BY THE BROKEN ARROW CITY COUNCIL, AND THE PLAT OF SAME IS FILED OF RECORD AT THE COUNTY CLERK'S OFFICE OF THE TULSA COUNTY COURT HOUSE, WHERE UPON FILING OF SAID PLAT, SAID EASEMENT IS TERMINATED, RELEASED AND CANCELED. THIS SHALL APPLY TO TEMPORARY UTILITY EASEMENT No.1, TEMPORARY UTILITY EASEMENT No.2, TEMPORARY UTILITY EASEMENT No.3 AND TEMPORARY ACCESS EASEMENT No.1 SHOWN ON THE FACE OF THIS PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS 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 ELECTRIC FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT 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 AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE, THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. 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 FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
2. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA "F" IN BROOK CHASE PHASE IV IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

- A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING, THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II.C. OF THIS DECLARATION.
2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION
- C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNERS' LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.



CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST  
OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID, THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT: (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN; AND (II) IF THE LIEN HAS BEEN SATISFIED, (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEViate FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED, WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL, HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON SHALL AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW.
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE TO THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE TO THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PETS. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL, BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

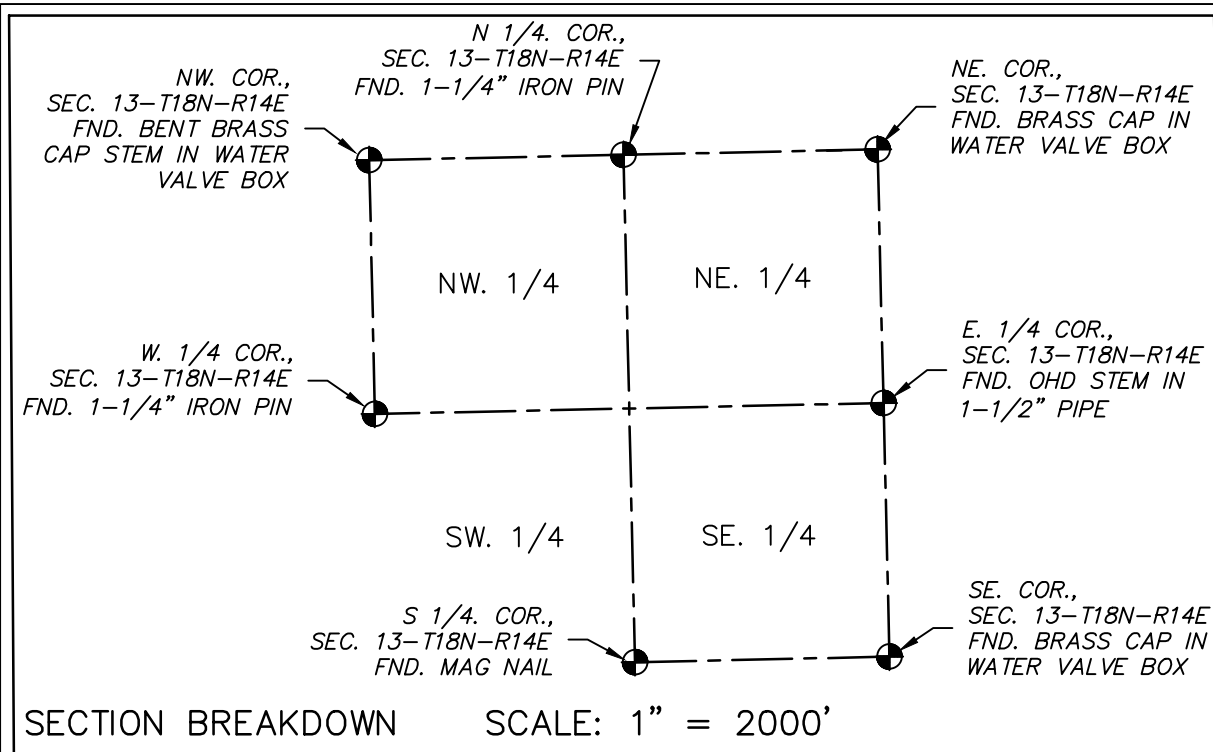




# CONDITIONAL FINAL PLAT

## BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) AND NORTHEAST QUARTER (NE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



**OWNER:**  
**EAGLE I INVESTMENTS, LLC**

DAVE COCOLIN, MANAGER  
P.O. BOX 472106  
TULSA, OK 74147  
918-629-9671  
EMAIL: DAVE@PARADIGMTULSA.COM

**ENGINEER:**  
**OLSSON, INC.**

AUSTIN MAYES, PE  
OK C.A. NO. 2483 (PE/LS)  
EXPIRES JUNE 30, 2025  
1717 S. BOULDER AVE., STE 600  
TULSA, OK 74119  
918-376-4294  
EMAIL: AMAYES@OLSSON.COM

**SURVEYOR:**  
**OLSSON, INC.**

DARREL RAY MASON, OKPLS 1690  
OK C.A. NO. 2483 (PE/LS)  
EXPIRES JUNE 30, 2025  
11600 BROADWAY EXTENSION, SUITE 300  
OKLAHOMA CITY, OK 73114  
405-242-6000  
EMAIL: DMASON@OLSSON.COM

### ZONING REQUIREMENTS

CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'  
MIN. LOT AREA: 6,500 S.F.  
MIN. FRONT BUILDING SETBACK: 20'  
MIN. SIDE YARD SETBACK (BOTH): 10'  
MIN. SIDE YARD SETBACK (ONE): 5'  
MIN. REAR YARD SETBACK: 20'  
MAX. HEIGHT: 35'

### PLAT DATA

SUBDIVISION CONTAINS 47 LOTS ON 4 BLOCKS

TOTAL AREA = 436,827.86 SF, 9.98 AC

### UTILITY NOTES:

WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

### FLOOD ZONE

FEMA MAP NUMBER 40143C0392L,  
PANEL NUMBER 0392L  
ZONE X  
MAP REVISED SEPT 30, 2016

### BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM,  
NORTH ZONE, 3501 THE WEST LINE OF THE SE/4  
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE  
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA  
N01°18'45"W

### BENCHMARK

BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM  
CAP-FLUSH-STAMPED "BA 26"  
SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83

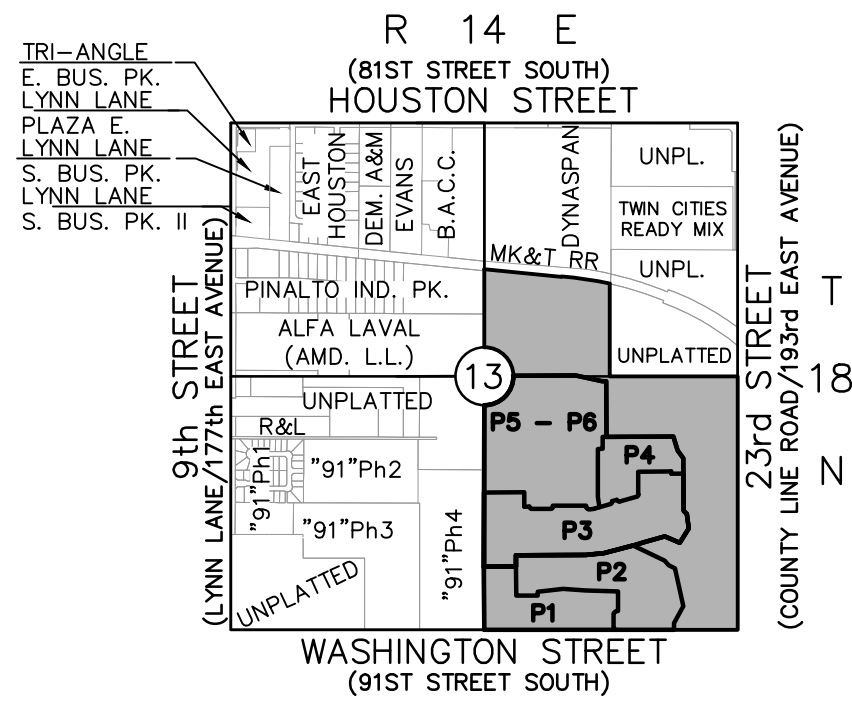
NORTHING: 383229.887

EASTING: 2630291.884

VERTICAL DATUM: NAVD 88 ELEV. 670.307

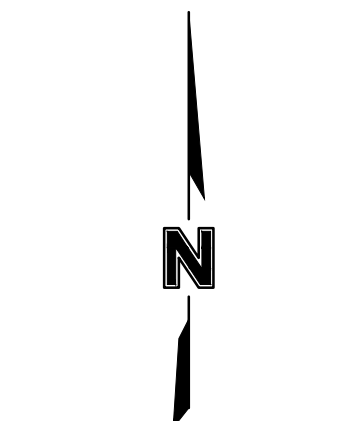
UNPLATTED  
OWNER: EAGLE I INVESTMENTS, LLC

UNPLATTED  
OWNER: EAGLE I INVESTMENTS, LLC



Location Map

SCALE: 1"=2000'



0' 30' 60' 120'  
SCALE IN FEET

### LEGEND AND ABBREVIATIONS

	PROPERTY BOUNDARY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED LOT LINE
	PROPOSED BUILDING SETBACK
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
	FLOODWAY
	FLOODPLAIN

1 BLOCK NUMBER

1 LOT NUMBER

1916 LOT ADDRESS

SECTION CORNER

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK

APPROVED \_\_\_\_\_ by the  
City Council of the City of Broken Arrow,  
Oklahoma

Mayor

Attest: City Clerk

ALL WEDGE-SHAPED LOTS ARE A MINIMUM  
OF 55' IN WIDTH AT THE BUILD LINE.

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

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	22' UTILITY EASEMENT	2025026681
3	17.5' UTILITY EASEMENT	2025026693
4	20' UTILITY EASEMENT	2025026690

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	525.00	002°28'38"	22.70	S05°53'08"E	22.70
C2	25.00	074°30'55"	32.51	S35°56'43"W	30.27
C3	25.00	090°00'00"	39.27	N61°47'49"W	35.36
C4	25.00	090°00'00"	39.27	S28°12'11"W	35.36
C5	200.00	015°29'05"	54.05	N09°03'17"W	53.89
C6	225.00	015°29'05"	60.81	S09°03'17"E	60.62
C7	250.00	015°29'05"	67.56	S09°03'17"E	67.36
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C12	25.00	048°11'23"	21.03	N64°40'40"E	20.41
C13	50.00	156°58'06"	136.98	S60°55'58"E	97.99
C14	25.00	045°12'26"	19.73	S05°03'08"E	19.22
C15	525.75	020°30'08"	188.13	S17°23'24"E	187.13
C16	500.00	022°55'11"	200.01	S18°52'48"E	198.68
C17	475.00	022°35'33"	187.30	S19°02'37"E	186.09
C18	25.00	060°53'15"	26.57	S60°47'01"E	25.33
C19	50.00	060°53'15"	53.13	S60°47'01"E	50.67



CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (1.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, 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 THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 38 BLOCK 2 OF BROOK CHASE PHASE III, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 126.14 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 22.70 FEET, A CHORD DISTANCE OF 22.70 FEET, AND A CHORD BEARING OF SOUTH 05°53'08" EAST;

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 343.57 FEET;

THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 237.26 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF SOUTH 35°56'43" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 183.15 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 61°47'49" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 50.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 28°12'11" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 116.66 FEET;

THENCE NORTH 09°35'51" WEST, A DISTANCE OF 109.87 FEET;

THENCE NORTH 01°18'09" WEST, A DISTANCE OF 500.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 51.64 FEET;

THENCE NORTH 01°13'38" WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 738.10 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 150.01 FEET;

THENCE SOUTH 37°10'41" EAST, A DISTANCE OF 102.61 FEET;

THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 160.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 436,827.86 SQUARE FEET OR 9.98 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE IV', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE IV"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

- THE TEMPORARY EASEMENTS GRANTED HEREIN IS HEREBY ACKNOWLEDGED TO BE RUNNING WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ONE (1) YEAR FROM THE DATE OF THIS PLAT AT WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR UNLESS, THE PROPERTY ON WHICH SAID EASEMENT IS SITUATED, IS SUBDIVIDED INTO LOTS, BLOCKS AND STREETS ACCORDING TO THE DIRECTIONS AND POLICIES OF THE CITY OF BROKEN ARROW PLANNING COMMISSION AS APPROVED BY THE BROKEN ARROW CITY COUNCIL, AND THE PLAT OF SAME IS FILED OF RECORD AT THE COUNTY CLERK'S OFFICE OF THE TULSA COUNTY COURT HOUSE, WHERE UPON FILING OF SAID PLAT, SAID EASEMENT IS TERMINATED, RELEASED AND CANCELED. THIS SHALL APPLY TO TEMPORARY UTILITY EASEMENT No.1, TEMPORARY UTILITY EASEMENT No.2, TEMPORARY UTILITY EASEMENT No.3 AND TEMPORARY ACCESS EASEMENT No.1 SHOWN ON THE FACE OF THIS PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS 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 ELECTRIC FACILITIES SO INSTALLED BY IT.

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

- OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

- A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE, THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. 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 FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

- FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
- THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
- FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
- MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA "F" IN BROOK CHASE PHASE IV IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

- THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- ROOFING, THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II.C. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
- LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION
- ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

- NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNERS LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
- FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
- FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.



CONDITIONAL FINAL PLAT  
BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST  
OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID, THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT: (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED, WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW.
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE TO THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE TO THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PETS. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL, BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.





# City of Broken Arrow

## Request for Action

**File #:** 25-933, **Version:** 1

### Broken Arrow Planning Commission 06-26-2025

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of LOT-002233-2025, Timber Ridge Business Park, 1 lot to 3 lots, 3.08 acres, IL (Industrial Light)/PUD-259, located one-half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

**Background:**

**Applicant:** Glenn Murray, Tulsa Engineering & Planning

**Owner:** Cheryl Pfeffer

**Developer:** N/A

**Surveyor:** Tulsa Engineering & Planning

**Location:** Approximately one-half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street).

**Size of Tract** 3.08 acres

**Number of Lots:** 1 existing, 3 proposed

**Zoning:** IL (Industrial Light)/PUD-259

**Comp Plan:** Level 6 (Regional Employment/Commercial)

Lot Split request LOT-002233-2025 involves 3.08 acres platted as Lot 1, Block 1, Timber Ridge Business Park, is zoned IL (Industrial Light)/PUD-259 and is located approximately one-half mile west of Evans Road (225<sup>th</sup> East Avenue) and south of Kenosha Street (71<sup>st</sup> Street).

PUD-259 was approved by the City Council on April 4, 2017. The PUD provided minimum lot area and frontage requirements as shown below. All lots created by this lot split meet the dimensional requirements of the PUD.

	PUD-259	Tract A	Tract B	Tract C	Tract D
Minimum Area:	N/A	1.03 acres	1 acre	0.52 acres	0.52 acres
Minimum Frontage:	100'	400'+	137.46'	125'	125'

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available to each lot.

Lot-002233-2025 was discussed by the Technical Advisory Committee on June 17, 2025. Oklahoma Natural



Gas (ONG), Public Service Company of Oklahoma (PSO), Windstream, and Cox Communications did not indicate any issues with the proposed lot split.

**Attachments:** Case map  
Aerial  
Exhibits and Legal Descriptions

**Recommendation:**

Staff recommends LOT-002233-2025 be approved, subject to new warranty deeds for all parcels being brought simultaneously to the Planning & Development Division to be stamped prior to being recorded in Wagoner County.

**Reviewed by:** Amanda Yamaguchi

**Approved by:** Rocky Henkel

ALY







Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

**LOT-002233-2025**

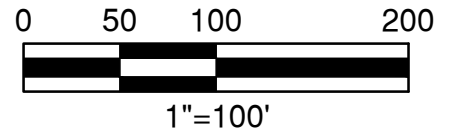
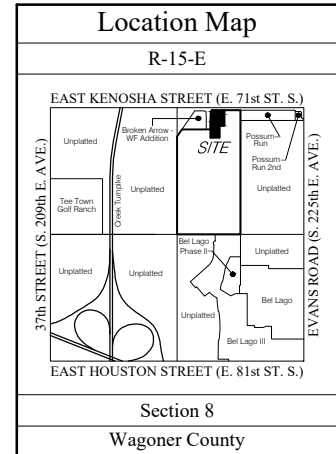
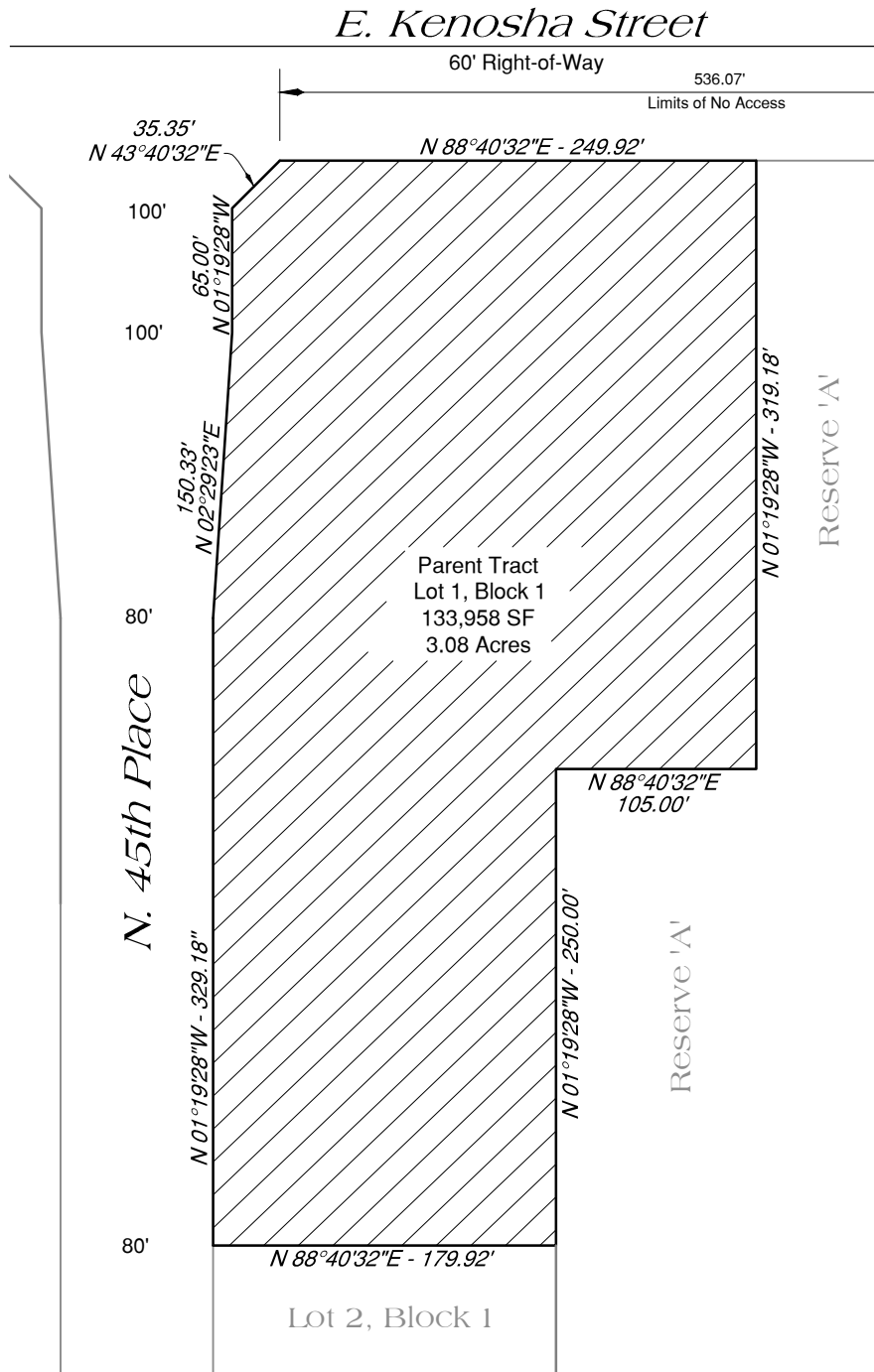
0 100 200 400  
Feet

08 18-15





# Exhibit "A"



Parent Tract

Sheet 1 of 2



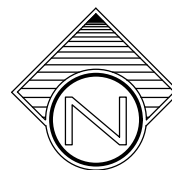
Tulsa Engineering & Planning Associates

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110

Scale: 1" = 100'

Date: 12/30/2024

# Exhibit "A"

## Legal Description

Lot 1, Block 1, Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk.

Said tract contains 133,958 square feet or 3.08 acres.

The non-astronomic bearings for said tract are based on Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk.

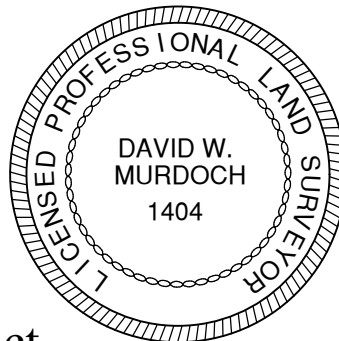
## Certificate

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com

Telephone: (918) 252-9621



## Parent Tract

Sheet 2 of 2



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Scale: N/A

Date: 12/30/2024

# Exhibit "A"

*E. Kenosha Street*

60' Right-of-Way

536.07'

Limits of No Access

North line Lot 1

N 88°40'32"E

"Point of Beginning"

S 88°40'32"W

"Point of Commencement"  
NE Corner  
Lot 1, Block 1

112.46'

137.46'

N 43°40'32"E  
35.35'

N 01°19'28"W  
65.00'

N 02°29'23"E  
150.33'

N 01°19'28"W  
79.18'

Tract 'A'  
45,104 SF  
1.0354 Acres

S 01°19'28"E - 319.18'

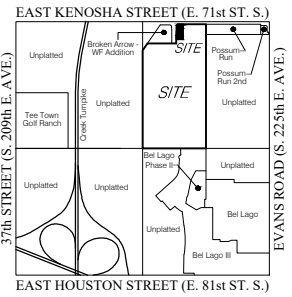
147.46'

S 88°40'32"W

Lot 1, Block 1,  
Timber Ridge Business Park

## Location Map

R-15-E



Section 8

Wagoner County

0 25 50 100



1"=50'

*N. 45th Place*

Width Varies

West Line Lot 1

Lot 1, Block 1,  
Timber Ridge  
Business Park

Tract 'A'

Sheet 1 of 2



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Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110

Scale: 1" = 50'

Date: 12/30/2024

# Exhibit "A"

## Legal Description

A tract of land being part of Lot 1, Block 1, Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk, being more particularly described as follows:

Commencing at the northeast corner of said Lot 1;

Thence S 88°40'32" W, along the north line of said Lot 1, a distance of 137.46 feet to the "Point of Beginning";

Thence S 01°19'28" E a distance of 319.18 feet; Thence S 88°40'32" W a distance of 147.46 feet to a point on the west line of said Lot 1; Thence along the west, northwesterly and north line of said Lot 1, the following Five (5) courses:

N 01°19'28" W a distance of 79.18 feet;  
N 02°29'23" E a distance of 150.33 feet;  
N 01°19'28" W a distance of 65.00 feet;  
N 43°40'32" E a distance of 35.35 feet;  
N 88°40'32" E a distance of 112.46 feet to the "Point of Beginning".

Said tract contains 45,104 square feet or 1.0354 acres.

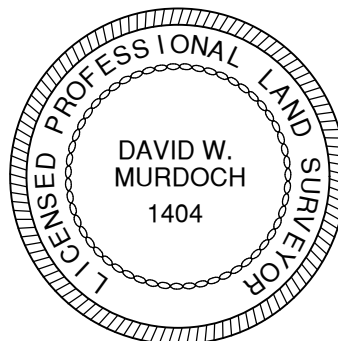
The non-astronomic bearings for said tract are based on Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk.

## Certificate

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David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com  
Telephone: (918) 252-9621



## Tract 'A'

Sheet 2 of 2



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Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025

Job No: 24-110

Scale: N/A

Date: 12/30/2024



# Exhibit "A"

## Legal Description

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Beginning at the northeast corner of said Lot 1;

Thence S 01°19'28" E, along the east line of said Lot 1, a distance of 319.18 feet to the southeast corner thereof;

Thence S 88°40'32" W, along a south line and on a westerly extension of said south line, a distance of 137.46 feet;

Thence N 01°19'28" W a distance of 319.18 feet to a point on the north line of said Lot 1;

Thence N 88°40'32" E, along said north line, a distance of 137.46 feet to the "Point of Beginning".

Said tract contains 43,874 square feet or 1.0072 acres.

The non-astronomic bearings for said tract are based on Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk.

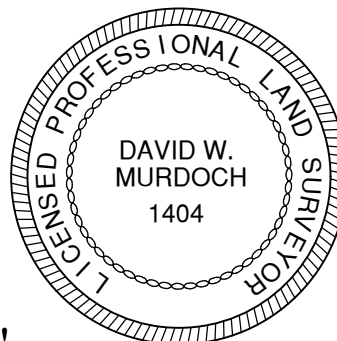
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David W. Murdoch, P.L.S. No. 1404

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Telephone: (918) 252-9621



## Tract "B"

Sheet 2 of 2



**Tulsa Engineering & Planning Associates**

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Civil Engineering, Land Surveying, Land Planning

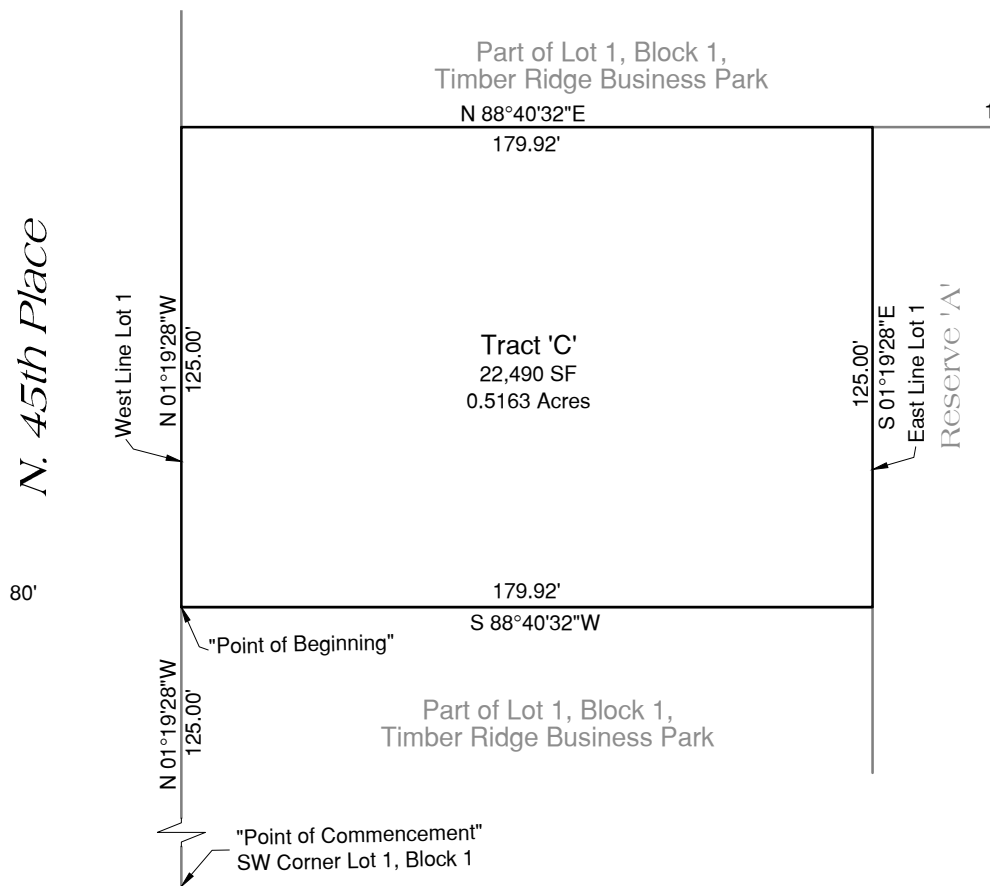
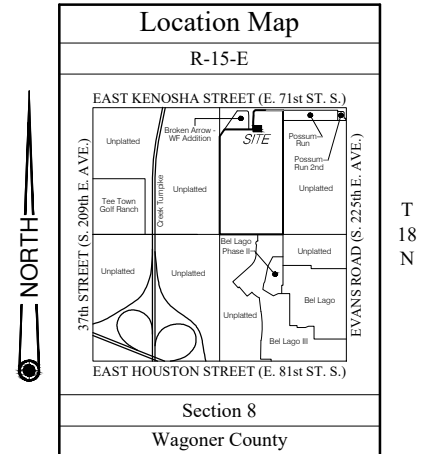
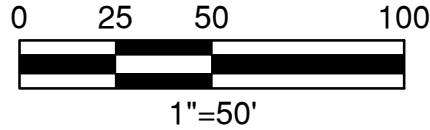
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025

Job No: 24-110

Scale: N/A

Date: 12/30/2024

# Exhibit "A"



Tract 'C'

Sheet 1 of 2



**Tulsa Engineering & Planning Associates**  
 9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146  
 Phone: 918-252-9621 Fax: 918-340-5999  
 Civil Engineering, Land Surveying, Land Planning  
 Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110  
 Scale: 1" = 50'  
 Date: 12/31/2024

# Exhibit "A"

## Legal Description

A tract of land being part of Lot 1, Block 1, Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk, being more particularly described as follows:

Commencing at the southwest corner of said Lot 1;

Thence N 01°19'28" W, along the west line of said Lot 1, a distance of 125.00 feet to the "Point of Beginning";

Thence N 01°19'28" W, continuing along said west line, a distance of 125.00 feet;

Thence N 88°40'32" E a distance of 179.92 feet to a point on the east line of said Lot 1;

Thence S 01°19'28" E, along said east line, a distance of 125.00 feet;

Thence S 88°40'32" W a distance of 179.92 feet to the "Point of Beginning".

Said tract contains 22,490 square feet or 0.5163 acres.

The non-astronomic bearings for said tract are based on Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk.

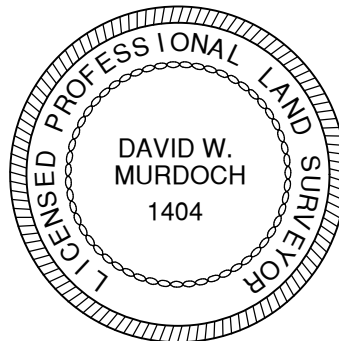
## Certificate

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com

Telephone: (918) 252-9621



## Tract 'C'

Sheet 2 of 2



**Tulsa Engineering & Planning Associates**

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025

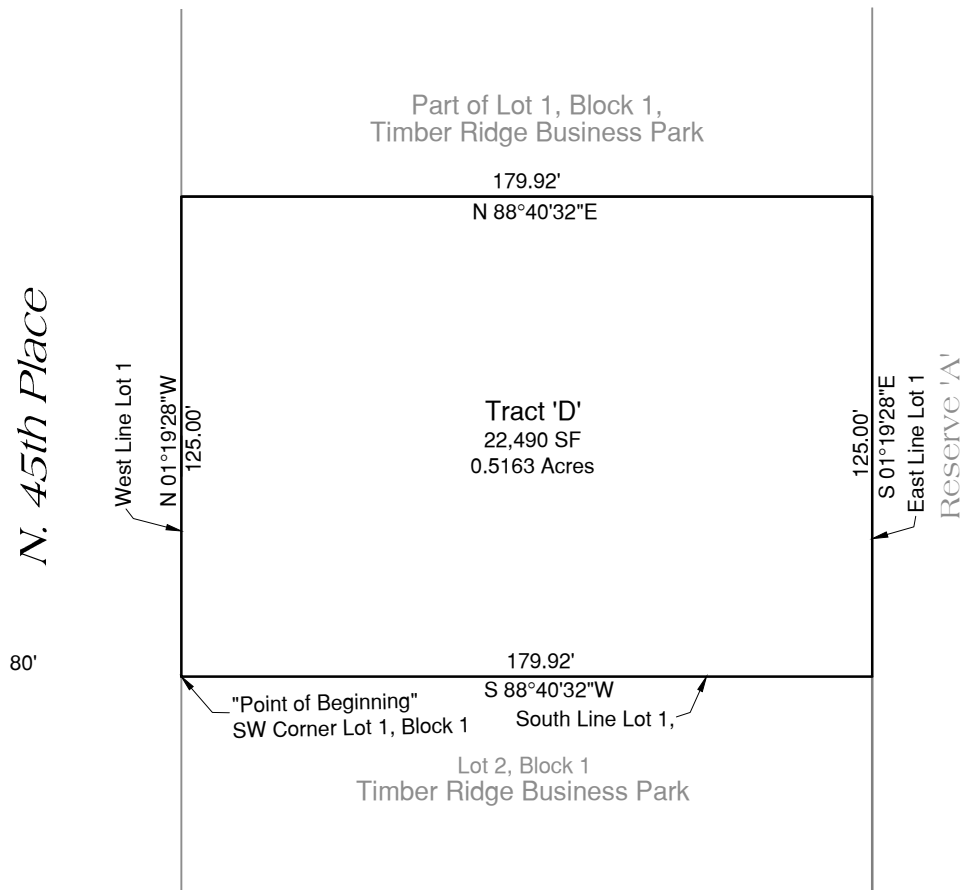
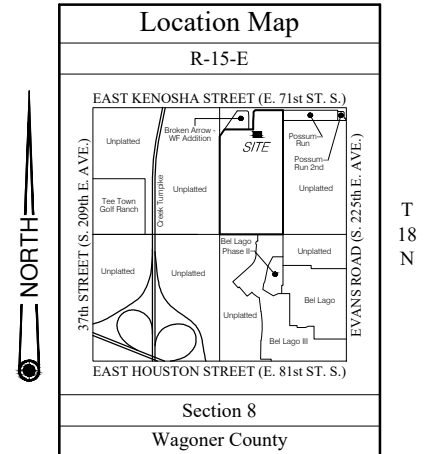
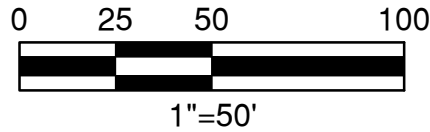
Job No: 24-110

Scale: N/A

Date: 12/31/2024



# Exhibit "A"



Tract 'D'

Sheet 1 of 2



Tulsa Engineering & Planning Associates

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110

Scale: 1" = 50'

Date: 12/31/2024

# Exhibit "A"

## Legal Description

A tract of land being part of Lot 1, Block 1, Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk, being more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence N 01°19'28" W, along the west line of said Lot 1, a distance of 125.00 feet;

Thence N 88°40'32" E a distance of 179.92 feet to a point on the east line of said Lot 1;

Thence S 01°19'28" E, along said east line, a distance of 125.00 feet to the southeast corner of said Lot 1;

Thence S 88°40'32" W, along the south line of said Lot 1, a distance of 179.92 feet to the "Point of Beginning".

Said tract contains 22,490 square feet or 0.5163 acres.

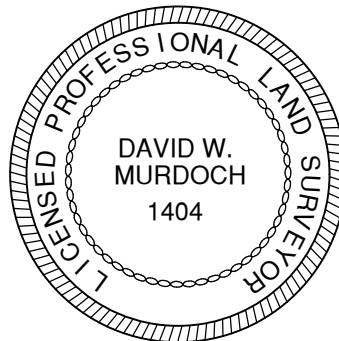
The non-astronomic bearings for said tract are based on Timber Ridge Business Park, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to Plat No. PLC 5-449B, as recorded in the office of the Wagoner County Clerk.

## Certificate

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com  
Telephone: (918) 252-9621



## Tract 'D'

Sheet 2 of 2



**Tulsa Engineering & Planning Associates**

9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146

Phone: 918-252-9621 Fax: 918-340-5999

Civil Engineering, Land Surveying, Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025

Job No: 24-110

Scale: N/A

Date: 12/31/2024



# City of Broken Arrow

## Request for Action

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**File #:** 25-939, **Version:** 1

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**Broken Arrow Planning Commission  
06-26-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding BAZ-002217-2025 (Rezoning), 21060 E 45<sup>th</sup> Street, 2.32 acres, A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential), located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)

**Background:**

**Applicant:** Bruce Russell  
**Owner:** Ruth Ann Robbins Rev Trust  
**Developer:** N/A  
**Engineer:** N/A  
**Location:** Approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)  
**Size of Tract** 2.32 acres  
**Present Zoning:** A-RMH (Annexed Residential Mobile Home)  
**Proposed Zoning:** RS-4 (Single Family Residential)  
**Comp Plan:** Level 3 (Transition Area)

A rezoning request, BAZ-002217-2025, proposes to change the zoning on 2.32 acres from A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential). The property is located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue) and is currently platted as Sun City IV, Lot 2, Block 5.

BAZ-002217-2025 is requested to facilitate a future lot split on the property. When the property was platted, right-of-way was dedicated as East 45<sup>th</sup> Street along the entire northern boundary. Due to an existing pond in the dedicated right-of-way area, East 45<sup>th</sup> Street was not fully constructed. The applicant is requesting RS-4 zoning to be in compliance with the comprehensive plan and to facilitate appropriate street frontage for each future lot.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 3 (Transition Area)	A-1 (Agricultural)	Large Lot Single-Family
East	Level 3 (Transition Area)	A-1 (Agricultural)	Large Lot Single-Family
South	Level 3 (Transition Area)	A-RMH (Annexed Residential Mobile Home)	Large Lot Single-Family
West	Level 3 (Transition Area)	A-RMH (Annexed Residential Mobile Home)	Large Lot Single-Family

The subject property is designated as Level 3 (Transition Area) in the Comprehensive Plan. RS-4 zoning is considered to be in accordance with the Comprehensive Plan in Level 3.

According to the FEMA Maps, none of this property is located in the 100-year floodplain. Water is available to each lot. An existing waterline for a property to the south crosses this property. A utility easement to cover the existing line will be required as a condition of approval of this rezoning and future lot split. Sanitary sewer is provided via on-site septic systems. The entirety of each system shall be located within the newly created lot boundaries of the structure it serves.

**Attachments:** Case map  
Aerial photo  
Comprehensive Plan Map

**Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002217-2025 be approved.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel

ALY

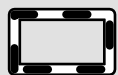






**SUBJECT TRACT**

Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

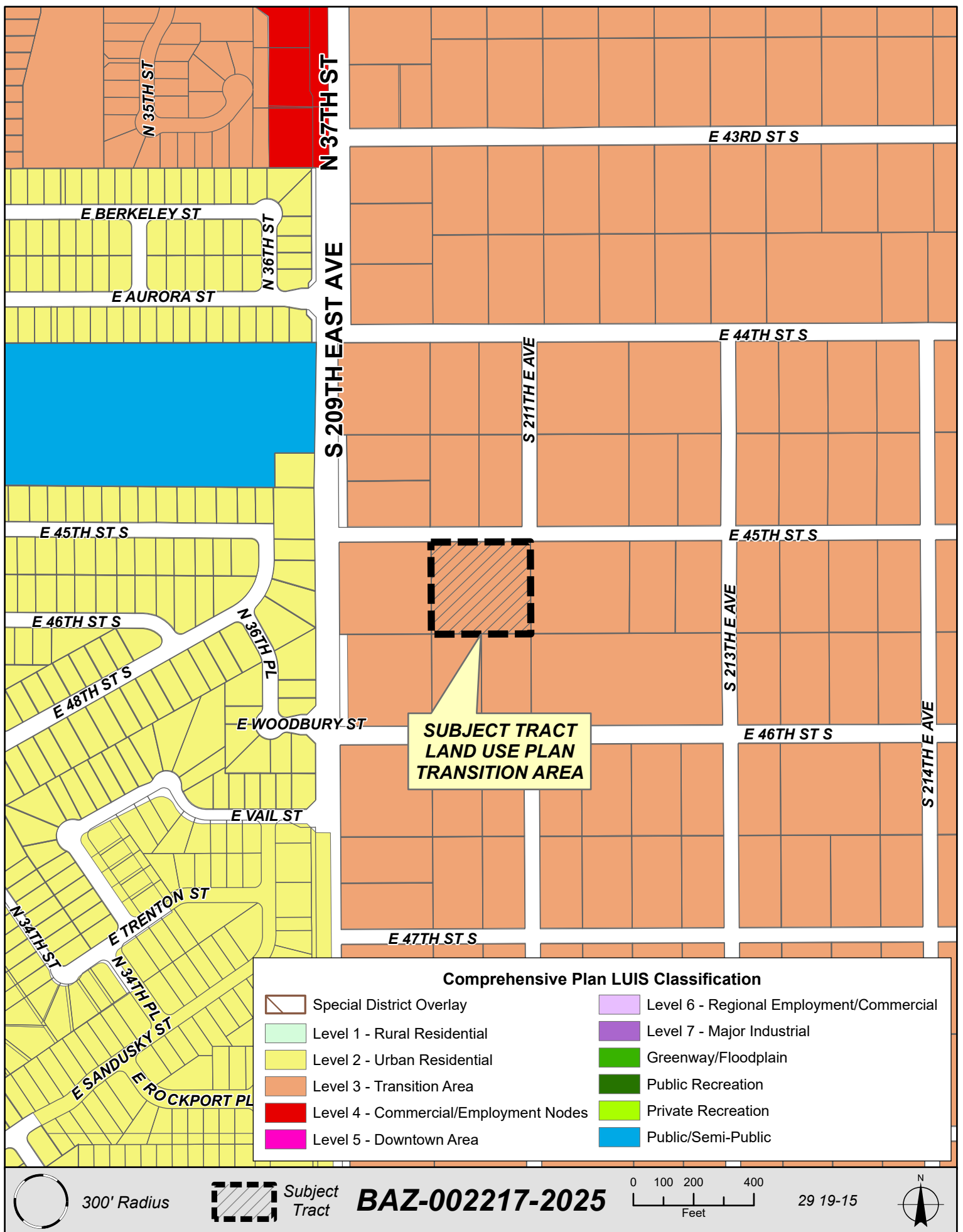
**BAZ-002217-2025**

0 100 200 400  
Feet

29 19-15









# City of Broken Arrow

## Request for Action

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**File #:** 25-943, **Version:** 1

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**Broken Arrow Planning Commission**  
**06-26-2025**

**To:** Chair and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding BAZ-002238-2025 (Rezoning), Harvest Church, 6.45 acres, A-1 (Agricultural) to CG (Commercial General), located at the northwest corner of New Orleans Street (101<sup>st</sup> Street) and 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane Road)

**Background:**

**Applicant:** Route 66 Engineering  
**Owner:** Danny Nguyen  
**Developer:** N/A  
**Engineer:** Route 66 Engineering  
**Location:** Northwest corner of New Orleans Street (101<sup>st</sup> Street) and 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane Road)  
**Size of Tract** 6.45 acres  
**Number of Lots:** 1  
**Present Zoning:** A-1 (Agricultural)  
**Proposed Zoning:** CG (Commercial General)  
**Comp Plan:** Level 4

BAZ-002238-2025 is a request to change the zoning designation of 6.45 acres from A-1 (Agricultural) to CG (Commercial General). The property is located at the northwest corner of New Orleans Street (101<sup>st</sup> Street) and 9<sup>th</sup> Street (177<sup>th</sup> E. Avenue/Lynn Lane Road) and is unplatted.

The proposed development will have access both from New Orleans Street to the south and Lynn Lane Road to the east. This property is Comprehensive Plan Level 4, which supports a rezoning to CG. Part of the property is planned to be used for Harvest Church, with the rest of the property being commercial development. A Specific Use Permit for place of assembly is expected to be submitted at a future date.



SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3	A-1	Single Family Residence
East	Level 6	A-1	Vacant
South	Level 6	R-1 & A-1	Single Family Residence
West	Level 3	R-2	Single Family Residence

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain.

**Attachments:** Case Map  
Aerial  
Comprehensive Plan

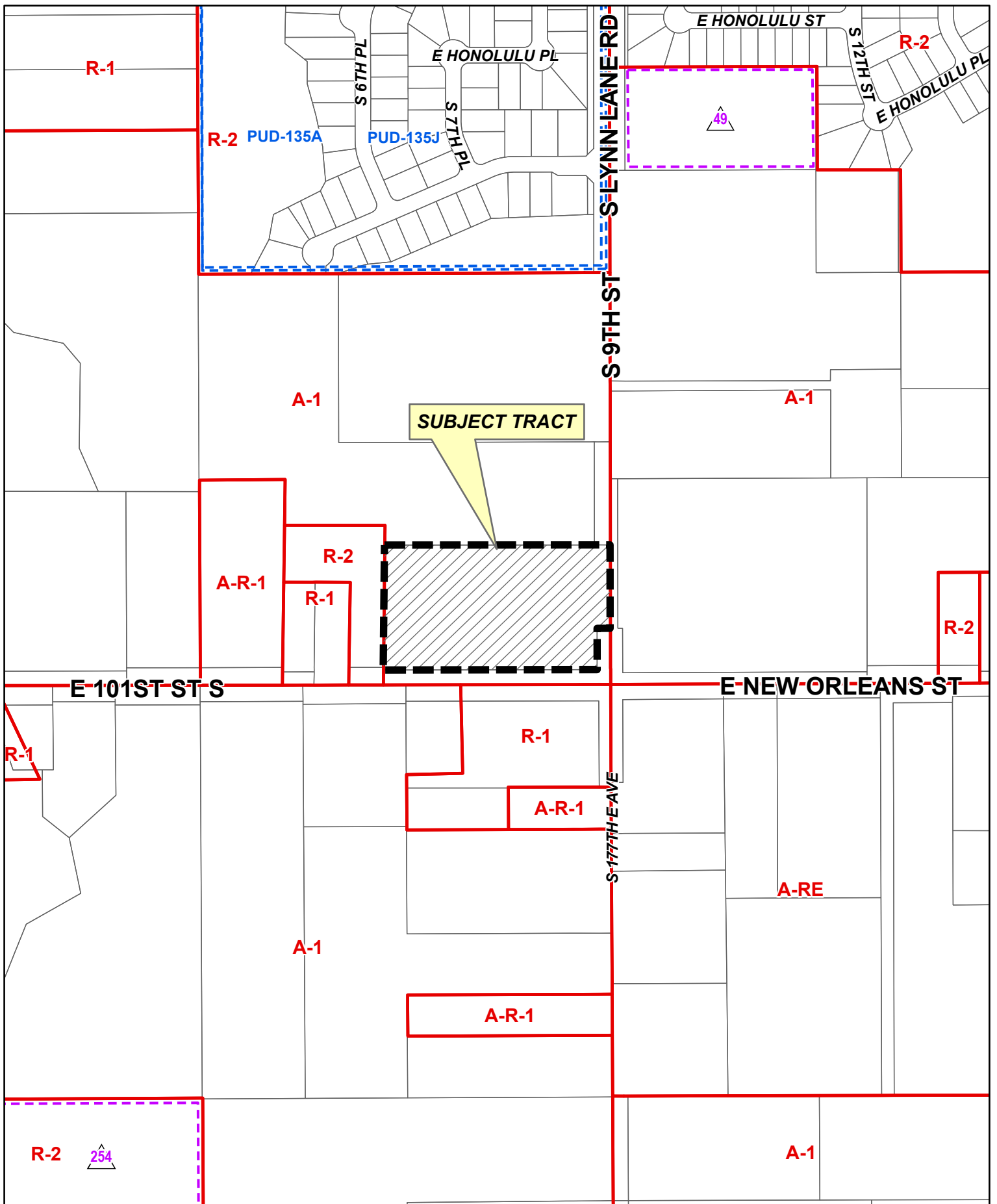
**Recommendation:**

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002238-2025 be approved subject to the property being platted.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

MEH

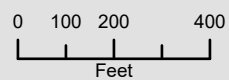


300' Radius



Subject Tract

**BAZ-002238-2025**



23 18-14





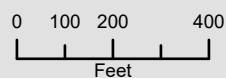


Note: Graphic overlays may  
not precisely align with physical  
features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

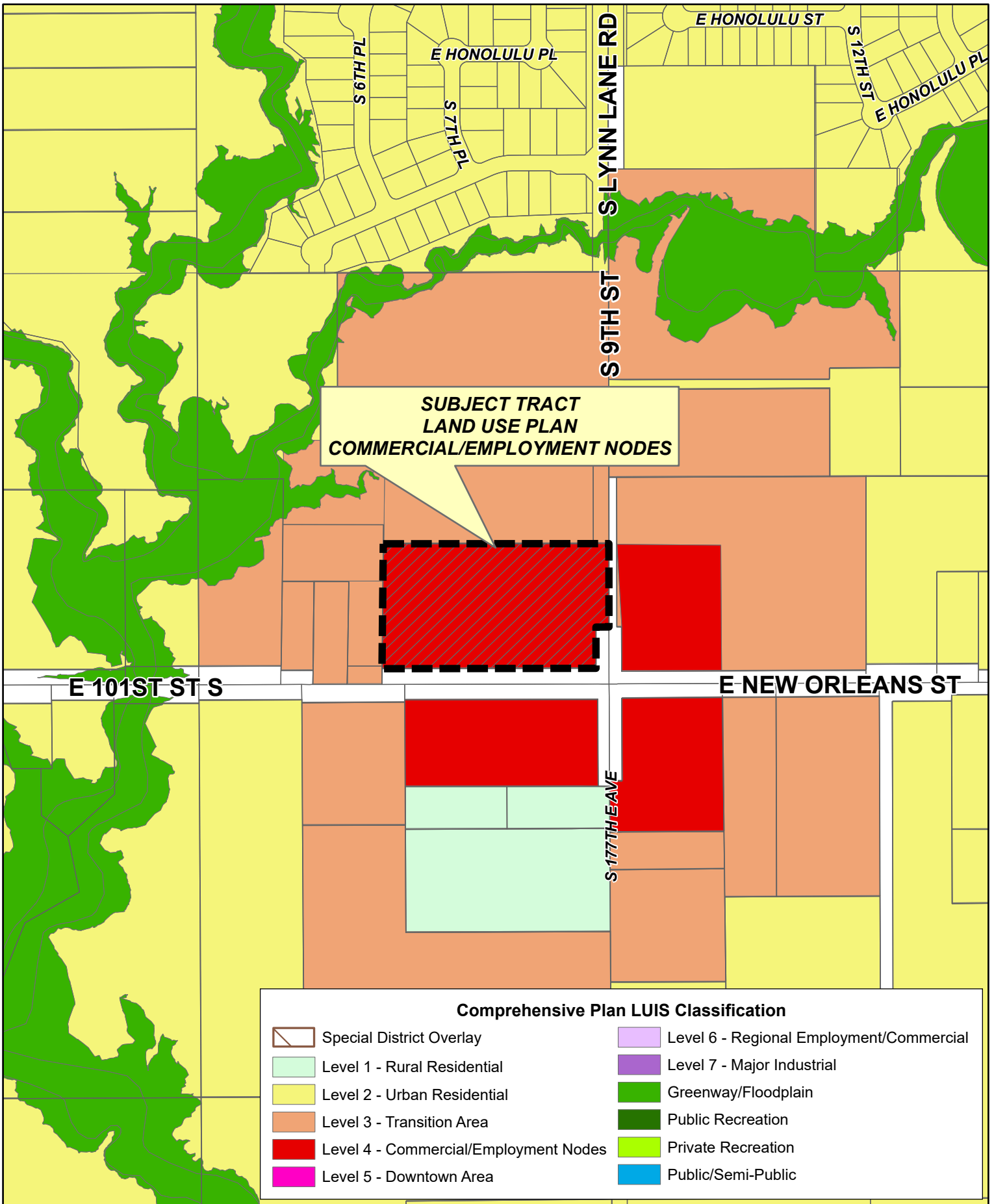
**BAZ-002238-2025**



23 18-14





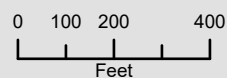


300' Radius



Subject  
Tract

**BAZ-002238-2025**



23 18-14





# City of Broken Arrow

## Request for Action

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**File #:** 25-932, **Version:** 1

---

**Broken Arrow Planning Commission  
06-26-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Public hearing, consideration, and possible action regarding COMP-002154-2025 (Comprehensive Plan Change), Tower Corner, 11.40 acres, Levels 4 & 3 to Level 4, located on the northeast corner of New Orleans Street (101<sup>st</sup> Street) and 9<sup>th</sup> Street (Lynn Lane)

**Background:**

**Applicant:** City of Broken Arrow  
**Owner:** Broken Arrow Municipal Authority  
**Developer:** City of Broken Arrow  
**Engineer:** City of Broken Arrow  
**Location:** On the northeast corner of New Orleans Street (101<sup>st</sup> Street) and 9<sup>th</sup> Street (Lynn Lane)  
**Size of Tract** 11.40 acres  
**Number of Lots:** 1  
**Present Zoning:** A-1 (Agricultural)  
**Comp Plan:** Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)

COMP-002154-2025 is a request to change the Comprehensive Plan designation from Levels 3 and 4 to all Level 4 on approximately 11.40 acres which is currently unplatted. The property is located approximately on the northeast corner of New Orleans Street (101<sup>st</sup> Street) and 9<sup>th</sup> Street (Lynn Lane).

The applicant is requesting this change to the comprehensive plan for the purpose of constructing a water tower and the future development of the remaining property as a commercial area. Pending approval of this amendment to the comprehensive plan, the applicant intends to submit a rezoning request to change the zoning to CG (Commercial General).

Amending the Comprehensive Plan to Level 4 could potentially support a future rezoning to any zoning district identified as possible or allowed within the Comprehensive Plan level. Table 4-1: Land Use Intensity System Zoning District Table, of the Comprehensive Plan identifies these potential districts.

Table 4-1: Land Use Intensity System Zoning Districts Table

Zoning Districts	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A-1: Agricultural District	Allowed						
RE: Residential Estate District	Allowed						
RS-1: SF Residential District	Allowed						
R-2: SF Residential District	Possible	Allowed	Possible				
RS-2: SF Residential District	Possible	Allowed	Possible				
RS-3: SF Residential District	Possible	Allowed	Possible				
RS-4: SF Residential District		Allowed	Allowed				
RD: Residential Duplex District		Possible	Allowed				
RM: Residential MF District			Allowed	Possible	Possible		
RMH: Residential Mobile Home District			Allowed				
NM: Neighborhood Mixed Use District			Allowed	Allowed			
CM: Community Mixed-Use District			Possible	Allowed			
DM: Downtown Mixed-Use Core District					Allowed		
DF: Downtown Fringe District					Allowed		
ON: Office Neighborhood District		Possible	Allowed	Allowed	Possible		
CN: Commercial Neighborhood District				Allowed	Possible	Allowed	
CG: Commercial General District				Allowed	Possible	Allowed	
CH: Commercial Heavy District						Allowed	Possible
IL: Industrial Light District						Possible	Allowed
IH: Industrial Heavy District							Allowed

### SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3 (Transition Area)	A-1 (Agricultural)	Large Lot Residential
East	Level 2 (Urban Residential)	A-1 (Agricultural)	Large Lot Residential
South	Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)	A-RE (Annexed Residential Estate)	Large Lot Residential/Undeveloped
West	Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)	A-1 (Agricultural)	Large Lot Residential/Undeveloped

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow and will be extended to the property during the engineering and platting phase of the development.



**Attachments:** Case Map  
Aerial Photo  
Current Comprehensive Plan Map  
Property Survey

**Recommendation:**

Based on the location of the property and surrounding land uses, Staff recommends COMP-002154-2025 be approved.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

ALY







Note: Graphic overlays may  
not precisely align with physical  
features on the ground.  
Aerial Photo Date: 2023



Subject  
Tract

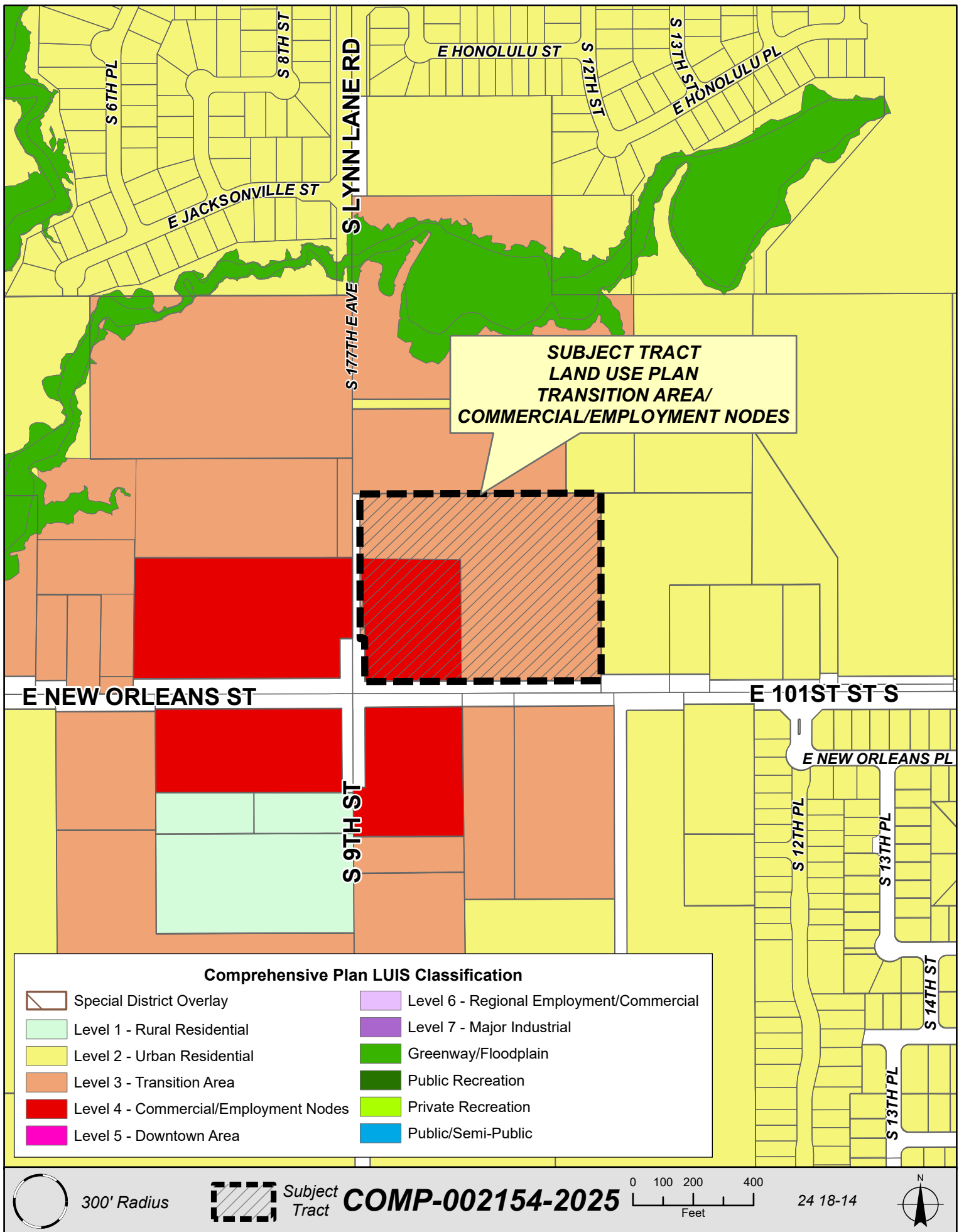
**COMP-002154-2025**

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Feet

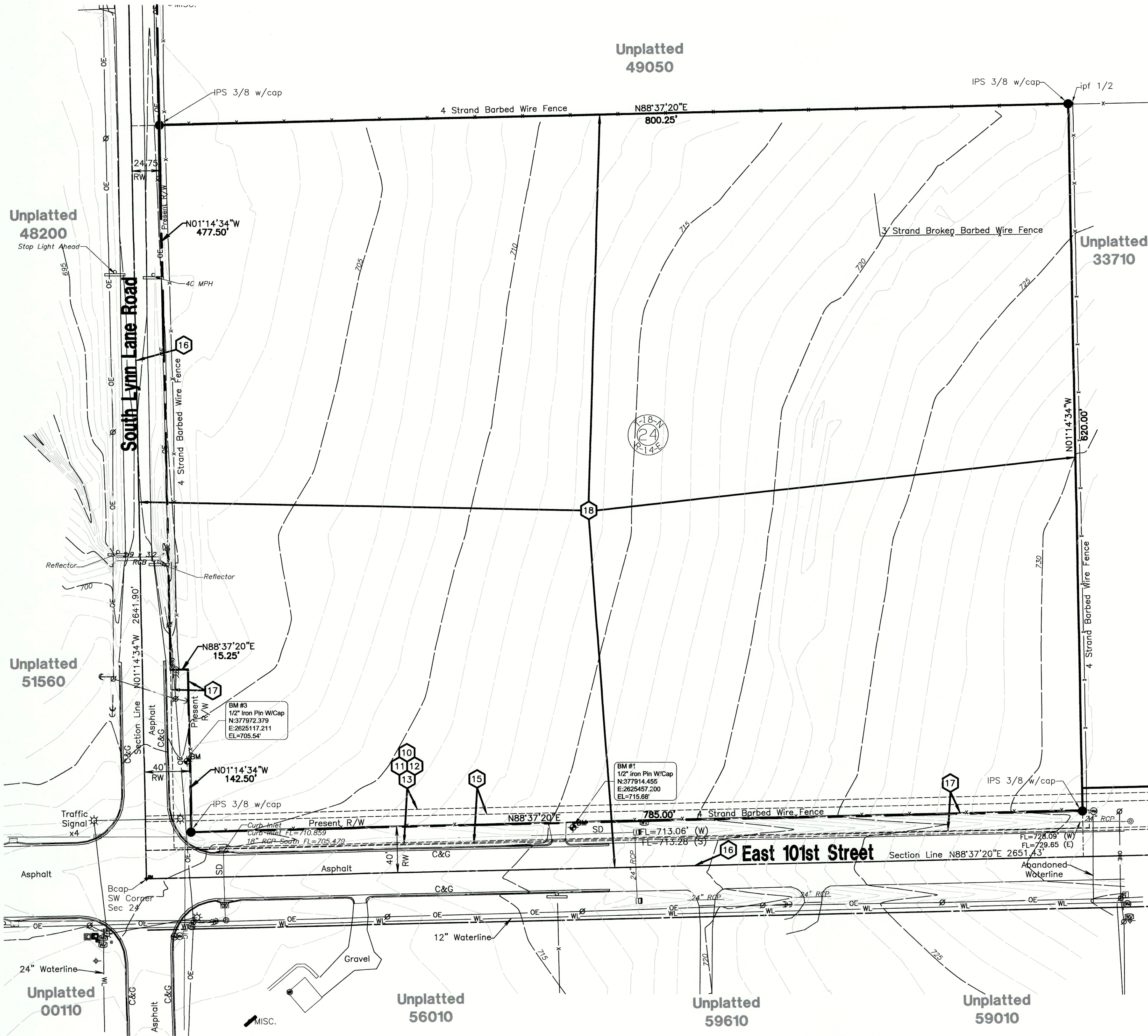
24 18-14





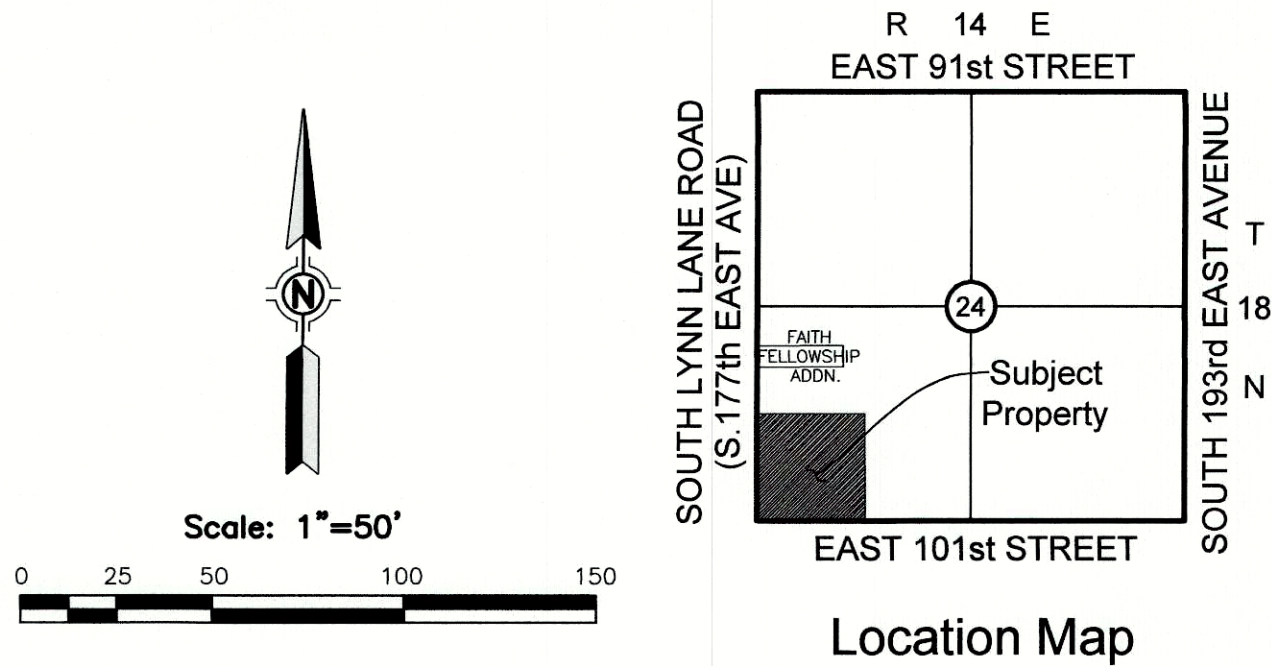






- Legend**
- BC BOTTOM OF CURB
  - BM BENCHMARK
  - BW BOTTOM OF WALL
  - C&G CURB & GUTTER
  - FL FLOWLINE (INVERT)
  - GM GAS METER
  - GUY GUY WIRE DOWN
  - GV GAS VALVE
  - OE OVERHEAD ELECTRIC
  - PP POWER POLE
  - SS SANITARY SEWER
  - SSMH SANITARY STORM DRAIN MANHOLE
  - TC TOP OF CURB
  - TRLP TRAFFIC LIGHT POLE
  - TRMH TRAFFIC MANHOLE
  - TW TOP OF WALL
  - UC UNDERGROUND CABLE
  - UE UNDERGROUND ELECTRIC
  - UG UNDERGROUND GAS

- Exceptions**
- ASSIGNMENT AND ASSUMPTION AGREEMENT IN FAVOR OF SUNCO PARTNERS REAL ESTATE ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED NOVEMBER 15, 2011, FILED JULY 2, 2012, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2012063843. (DOES NOT AFFECT SUBJECT PROPERTY/RELEASED 5/20/1960)
  - EASEMENT IN FAVOR OF FERMON TAYLOR, N.D. COVINGTON, C.L. HAMILTON, ROBERT FRIEZE, MELVIN OGLE, R.P. RIDLEY, JACK STEVENS, HELEN K. BRENNAN AND THOMAS J. HARDMAN, DATED SEPTEMBER 7, 1965, FILED SEPTEMBER 10, 1965, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 3622 AT PAGE 634. (AFFECTS SUBJECT PROPERTY AS SHOWN. SEE EXCEPTION 13.)
  - TERMS, CONDITIONS, AND PROVISIONS OF THE AGREEMENT BY AND BETWEEN FERMON TAYLOR, N.D. COVINGTON, C.L. HAMILTON, ROBERT FRIEZE, MELVIN OGLE, JACK STEVENS, HELEN K. BRENNAN, R.P. RIDLEY AND THOMAS J. HARMAN, AND CHAS S. HALL, DATED SEPTEMBER 1, 1965, FILED SEPTEMBER 10, 1965, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 3622 AT PAGE 638. (AFFECTS SUBJECT PROPERTY AS SHOWN. SEE EXCEPTION 13.)
  - DISSOLUTION OF UNINCORPORATED ASSOCIATION RECITALS IN FAVOR OF THE CITY OF BROKEN ARROW, DATED DECEMBER 8, 1987, FILED DECEMBER 8, 1987, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 5068 AT PAGE 2039. (AFFECTS SUBJECT PROPERTY AS SHOWN. SEE EXCEPTION 13.)
  - ASSIGNMENT OF EASEMENTS IN FAVOR OF THE CITY OF BROKEN ARROW, A MUNICIPAL CORPORATION, DATED NOVEMBER 25, 1987, FILED DECEMBER 11, 1987, AND RECORDED IN BOOK 5069 AT PAGE 731. (AFFECTS AS SHOWN)
  - ORDINANCE NO. 208, DATED JUNE 7, 1966, FILED MARCH 30, 1979, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 4389 AT PAGE 1853. (DOES NOT AFFECT SUBJECT PROPERTY)
  - EASEMENT AND RIGHT OF WAY IN FAVOR OF GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, DATED JULY 2, 1979, FILED JULY 9, 1979, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 4411 AT PAGE 1814; ASSIGNED BY SPECIAL WARRANTY DEED AND ASSIGNMENT AND ASSUMPTION AGREEMENT IN FAVOR OF VALOR TELECOMMUNICATIONS OF OKLAHOMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED JUNE 20, 2000, FILED JULY 19, 2000, AND RECORDED IN BOOK 6391 AT PAGE 1004. (AFFECTS SUBJECT PROPERTY AS SHOWN)
  - ORDINANCE NO. 2398, DATED NOVEMBER 19, 2001, FILED DECEMBER 4, 2001, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 6644 AT PAGE 2202. (AFFECTS SUBJECT PROPERTY AS BLANKET AND AS SHOWN)
  - JOURNAL ENTRY OF JUDGEMENT, CASE NO. CJ-2008-2836 IN THE DISTRICT COURT OF TULSA COUNTY, DATED NOVEMBER 21, 2008, FILED DECEMBER 8, 2008, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2017057325. (AFFECTS SUBJECT PROPERTY AS SHOWN)
  - RESOLUTION NO. 1024 AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE, DATED JUNE 5, 2017, FILED JUNE 20, 2017, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2017057325. (AFFECTS SUBJECT PROPERTY AS BLANKET AND AS SHOWN)



- Notes**
- ALL EASEMENTS AND RIGHTS OF WAY THAT ARE CONTAINED IN THE TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 26, 2017 AT 7:59 AM, COMMITMENT NO: 17-7204H, ARE SHOWN AND NOTED HEREON.
  - THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.
  - ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!).
  - THE PROPERTY DESCRIBED HEREON CONTAINS 496,155 SQUARE FEET OR 11.39 ACRES MORE OR LESS.
  - THE PROPERTY CONTAINS NO STRIPED PARKING AREAS.
  - THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0394M, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
  - EXCEPT AS SHOWN HEREON, THERE ARE NO ENCROACHMENTS OR PROTRUSIONS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS OR VISIBLE IMPROVEMENTS ON THE SUBJECT PROPERTY.
  - EXCEPT AS SHOWN HEREON, THERE ARE NO ENCROACHMENTS ON THE SUBJECT PROPERTY BY BUILDINGS OR VISIBLE IMPROVEMENTS SITUATED ON ADJOINING PREMISES.
  - THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 24, T-18-N, R-14-E, AND AS BEING N88°37'20"E.
  - THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
  - THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING IN A WETLAND AREA.
  - THERE IS NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
  - THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON NAVD88 GPS DATUM.
  - THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA STATE PLANE NAD83.

**Legal Description**

THE SOUTH 660 FEET OF THE WEST 825 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT THE SOUTH 24.75 FEET AND LESS AND EXCEPT THE WEST 24.75 FEET THEREOF, AND LESS AND EXCEPT BEGINNING 182.50 FEET NORTH AND 24.75 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE EAST 15.25 FEET; THENCE SOUTH 142.50 FEET; THENCE EAST 790.75 FEET; THENCE SOUTH 15.25 FEET; THENCE WEST 806 FEET; THENCE NORTH 157.75 FEET TO THE POINT OF BEGINNING.

**ALTA ACSM LAND TITLE SURVEY**  
of part of  
**The SW 1/4 of The SW 1/4 of Section 24**  
**T-18-N , R-14-E**  
**Broken Arrow Municipal Authority**  
**Tulsa County, Oklahoma**

**Surveyor's Certification**

WE, BENNETT SURVEYING, INC. DO HEREBY CERTIFY TO:  
FIDELITY NATIONAL TITLE INSURANCE COMPANY  
BROKEN ARROW MUNICIPAL AUTHORITY, AN OKLAHOMA MUNICIPAL CORPORATION  
LINDA M. SCHLEGEL N/K/A LINDA M. MAIN; ELIZABETH ANNE READ; RUSSELL  
FLOYD READ, IV; AND BETTY WINFREY  
COMMERCIAL TITLE & ESCROW SERVICES, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 5, 8, 11, 13, 14, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 19, 2017.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF SEPTEMBER, 2017.



BENNETT SURVEYING, INC.  
BY: *Cliff Bennett*  
CLIFF BENNETT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1815

FILE:	1814.24	SURVEY BY:	DM	SURVEY DATE:	09/19/17
ORDER:	173451	DRAWN BY:	GA	SCALE:	1"=50'
ORIG. DOC. DATE:	08/23/17	CHECKED BY:	CB	SHEET	1 OF 1

**Utility Statement**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.

**Benchmark Notes**

BM #1  
1/2" Iron Pin W/Cap  
N:377914.455  
E:2625457.200  
EL=715.68'

BM #3  
1/2" Iron Pin W/Cap  
N:377912.379  
E:2625117.211  
EL=705.54'

