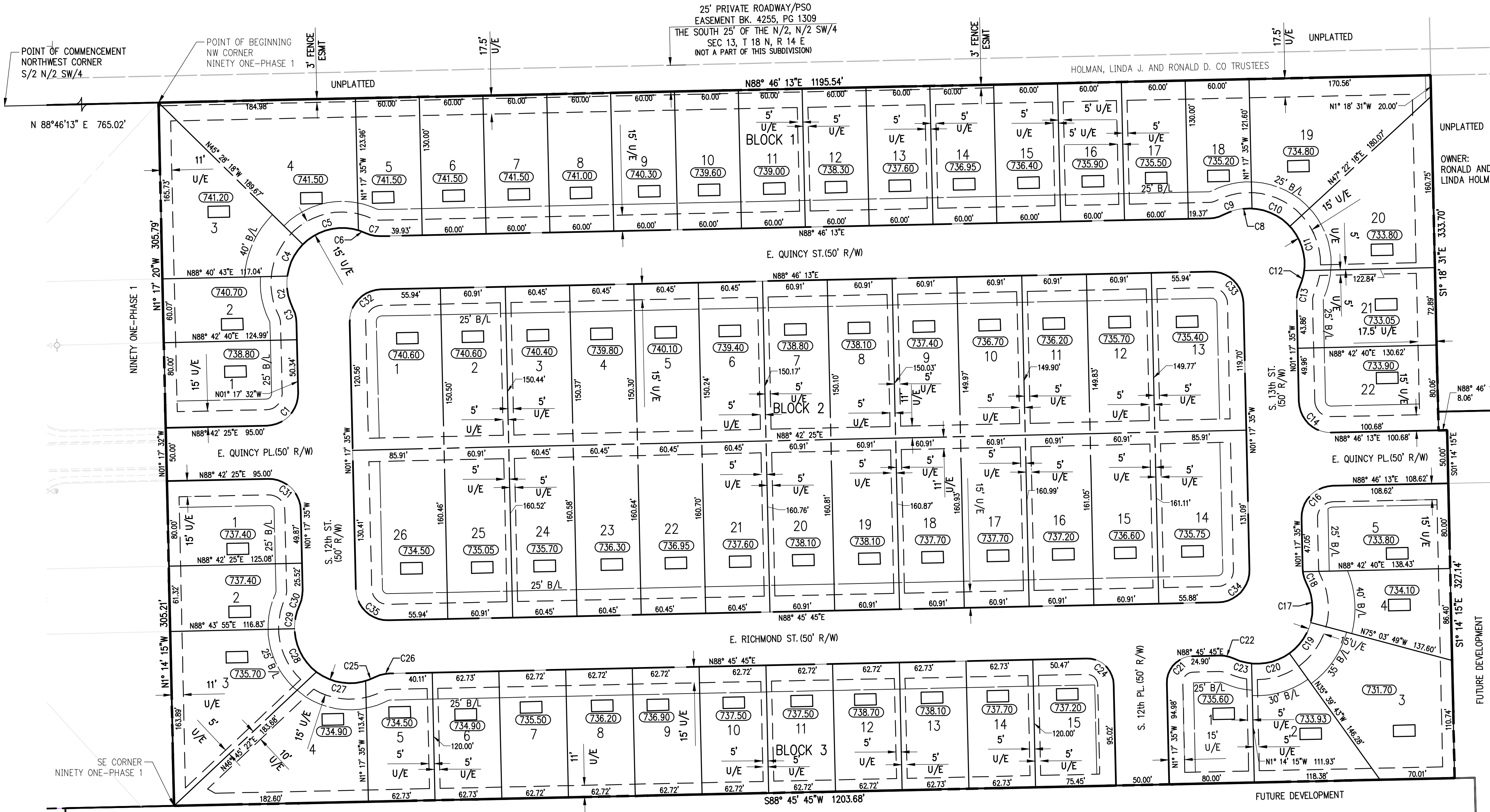
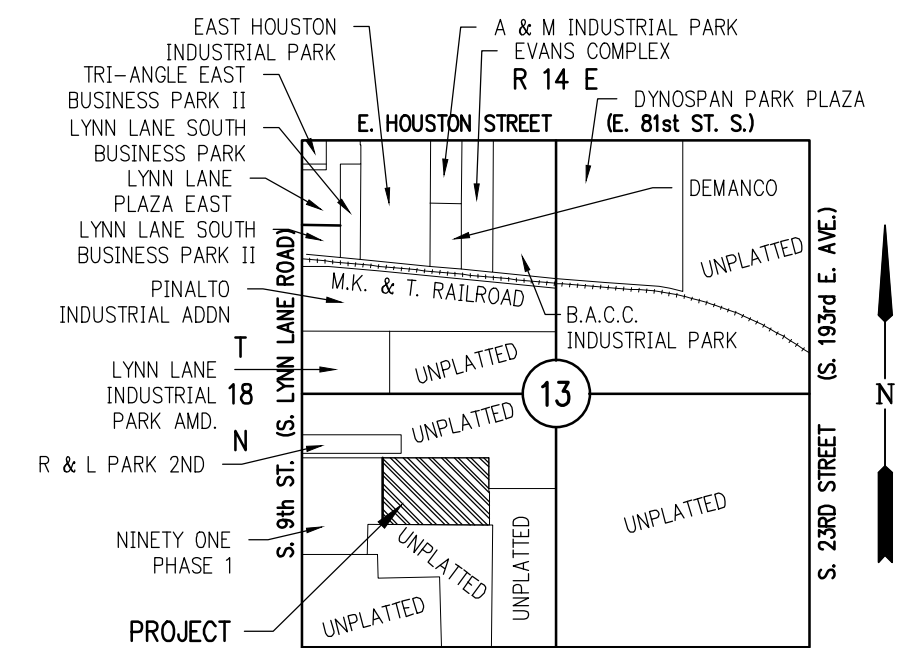
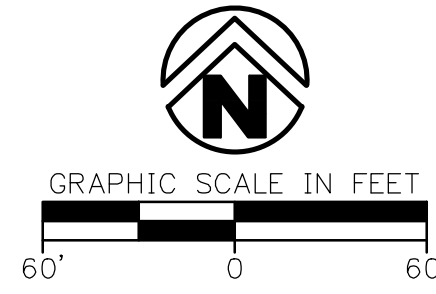


# NINETY ONE - PHASE 2

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E



CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	46.93'	29.66'	90°39'22"	S44° 02' 09"W	42.18'
C2	31.43'	51.78'	34°47'02"	S10° 21' 38"E	30.95'
C3	14.30'	29.40'	27°52'10"	S13° 49' 04"E	14.16'
C4	33.89'	51.78'	37°30'16"	S25° 47' 01"W	33.29'
C5	56.94'	51.78'	63°00'29"	S76° 02' 23"W	54.11'
C6	7.37'	51.78'	8°09'35"	N68° 22' 35"W	7.37'
C7	13.79'	29.34'	26°56'00"	N77° 45' 47"W	13.67'
C8	27.42'	52.00'	30°12'43"	S77° 40' 29"W	27.10'
C9	27.42'	52.00'	30°12'43"	S77° 40' 29"W	27.10'
C10	40.47'	52.00'	44°35'27"	N64° 55' 26"W	39.46'
C11	45.00'	52.00'	49°34'56"	N17° 50' 14"W	43.61'
C12	15.98'	52.00'	17°36'27"	N15° 45' 27"E	15.92'
C13	14.29'	31.00'	26°24'22"	N11° 21' 30"E	14.16'
C14	47.09'	30.00'	89°56'12"	N46° 15' 41"W	42.40'
C15	47.16'	30.00'	90°03'49"	N43° 44' 19"E	42.45'
C16	38.39'	52.00'	42°18'19"	N6° 12' 59"W	37.53'
C17	11.04'	31.00'	20°24'18"	N17° 09' 59"W	10.98'
C18	35.76'	52.00'	39°24'07"	N34° 38' 14"E	35.06'
C19	37.55'	52.00'	41°22'18"	N75° 01' 26"E	36.74'
C20	39.29'	25.00'	90°03'20"	N43° 44' 05"E	35.37'
C21	14.11'	31.00'	26°04'33"	S78° 12' 01"E	13.99'
C22	17.36'	52.00'	19°07'43"	S74° 43' 33"E	17.28'
C23	39.25'	25.00'	89°56'40"	S46° 15' 55"E	35.34'
C24	9.70'	52.00'	10°41'31"	N68° 10' 47"E	9.69'
C25	14.01'	31.00'	25°53'52"	N75° 46' 58"E	13.89'
C26	48.73'	52.00'	53°41'25"	S79° 37' 45"E	46.96'
C27	47.09'	52.00'	51°52'54"	S26° 50' 36"E	45.49'
C28	23.11'	52.00'	25°28'05"	S11° 49' 53"W	22.92'
C29	14.00'	31.00'	25°52'07"	S11° 37' 51"W	13.88'
C30	47.26'	30.00'	90°15'07"	S46° 10' 01"E	42.52'
C31	47.09'	30.00'	89°56'12"	N43° 40' 31"E	42.40'
C32	47.09'	30.00'	89°56'12"	S46° 15' 41"E	42.40'
C33	47.23'	30.00'	90°11'36"	S43° 39' 57"W	42.50'
C34	47.09'	30.00'	89°56'40"	N46° 15' 55"W	42.41'
C35	47.09'	30.00'	89°56'40"	N46° 15' 55"W	42.41'

**LOCATION MAP**  
SCALE IN FEET  
0 2000

**LEGEND**

**SYMBOLS**

- U/E UTILITY EASEMENT
- F/E & L/E FENCE EASEMENT AND LANDSCAPE EASEMENT
- T.A.E. TEMPORARY ACCESS EASEMENT
- B/L BUILDING LINE SETBACK
- L.A. LIMITS OF ACCESS
- L.N.A. LIMITS OF NO ACCESS
- R/W RIGHT OF WAY
- 737.70 BUILDING PAD ELEVATION
- 1113 STREET ADDRESS

3/8" IRON PIN W/YELLOW CAP STAMPED "CTA CA 973" TO BE SET AT PROPERTY CORNERS

**LINEWORK LEGEND**

- RIGHT OF WAY LINE (R/W)
- EASEMENT
- SECTION LINE
- PERIMETER PROPERTY LINE
- LOT LINE
- BUILDING SET BACK

**FLOODPLAIN REFERENCE**

FIRM PANEL NO. 40143C0392KL DATED AUGUST 3, 2009 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

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

**PROPERTY DESCRIPTION**

A TRACT OF LAND BEING A PART OF THE SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID S/2 N/2 SW/4, THENCE N 88°46'13" E ALONG THE NORTH LINE OF SAID S/2 N/2 SW/4 A DISTANCE OF 765.02 FEET TO THE NORTHEAST CORNER OF NINETY ONE-PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, AND THE POINT OF BEGINNING, THENCE N 88°46'13" E ALONG THE NORTH LINE OF SAID S/2 N/2 SW/4 A DISTANCE OF 1195.54 FEET, THENCE S 01°18'31" E A DISTANCE OF 333.70 FEET, THENCE N 88°46'13" E A DISTANCE OF 8.06 FEET, THENCE S 01°14'15" E A DISTANCE OF 327.14 FEET, THENCE S 88°45'45" W A DISTANCE OF 1203.68 FEET TO THE SOUTHEAST CORNER OF NINETY ONE-PHASE 1, THENCE N 01°14'15" W ALONG THE EAST LINE OF SAID ADDITION A DISTANCE OF 305.21 FEET, THENCE N 01°17'32" W A DISTANCE OF 50 FEET, THENCE N 01°17'20" W A DISTANCE OF 305.79 FEET TO THE POINT OF BEGINNING, CONTAINING 792,839 SQUARE FEET OR 18.201 ACRES, MORE OR LESS.

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

**BASIS OF BEARING**

THE WEST LINE OF THE SW/4 OF SECTION 13, T-18-N, R-14-E N 01°17'35" W

**BENCHMARK**

BA 26 OKLAHOMA NORTH ZONE 3501 HORIZONTAL DATUM NAD 83 (1993) NORTHING: 383229.887 EASTING: 2630291.884 VERTICAL DATUM NAVD 1988 ELEV. 670.307 DESCRIPTION OF BENCHMARK 5/8" REBAR- 1 1/2" ALUMINUM CAP- FLUSH-STAMPED "BA26", SET S.E. OF 91ST ST, AND 193RD E. AVE.

**CURRENT OWNER:**  
BA 91, LLC  
DAVID FRYE  
4058 N. COLLEGE SUITE 300 BOX 9  
FAYETTEVILLE, AR 72703  
479-455-9090  
**ENGINEER/SURVEYOR:**  
CRAFTON TULL  
220 E. 8th ST.  
TULSA, OK 74119  
PH 918.584.0347  
CERTIFICATION OF AUTHORIZATION:  
CA 973 (PE/LS) EXPIRES 6/30/2018

**SITE INFORMATION:**  
ADDRESS 91st ST S & LYNN LANE  
ZONING RS-3  
LOTS 68  
BLOCKS 4  
AREA 18.20 ACRES  
CITY OF BROKEN ARROW  
WATER SUPPLY 7000  
MINIMUM LOT SF (EA) 25 FT  
FRONT BUILDING SETBACK 20 FT  
REAR BUILDING SETBACK 5 FT  
SIDE SETBACKS 15 FT  
FRONT LOT UTILITY ESMT 11 FT  
REAR LOT UTILITY ESMT 17.5 FT  
PROPERTY PERIMETER ESMT

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

**DETENTION DETERMINATION NUMBER: DD-42116-06**

**CASE NO. PT15-117**

# NINETY ONE - PHASE 2

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

NINETY ONE - PHASE 2

DEED OF DEDICATION

### PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED AND MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### SECTION I. STREETS AND UTILITIES

#### WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

#### PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO SUCH A BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT WILL BE AT THE CONTRACTOR/BUILDER-INVESTOR'S OWN RISK.

#### UTILITY EASEMENT DEDICATION

THE DEDICATION OF STREET RIGHTS OF WAY AND UTILITY EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION, SHALL NOT TAKE EFFECT UNTIL THE FILING BY THE CITY OF BROKEN ARROW, OKLAHOMA IN THE TULSA COUNTY CLERK'S OFFICE OF A SEPARATE INSTRUMENT ENTITLED "FORMAL ACCEPTANCE" OR SIMILAR WORDING, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E., ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ET. AL., EXCLUSIVE OF THOSE OWNED BY THE CITY OF BROKEN ARROW, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, EXCAVATING FOR, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE ASSUMED BY THE PUBLIC DEDICATION.

### UNDERGROUND SERVICE

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

### 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.
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 THAT WOULD INTERFERE 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.

### SIDEWALKS

1. SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA STANDARDS.
2. THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

### SECTION II. HOMEOWNERS' ASSOCIATION

#### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (HOA) AS PART OF PREVIOUSLY RECORDED PLAT FOR NINETY ONE - PHASE 1 FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND SCREENING FENCES AND LANDSCAPE AREAS ALONG ARTERIALS AND THE NORTH BOUNDARY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION, NINETY ONE - PHASE 2, AS WELL AS FUTURE PHASES OF NINETY ONE WILL BE UNDER THE JURISDICTION OF THE ONE HOMEOWNERS' ASSOCIATION.

#### B. MEMBERSHIP

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

#### C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AS ASSESSMENT SHALL BE A 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 HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 8' FENCE AND THE 3' FENCE EASEMENT ALONG THE NORTH BOUNDARY.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

#### A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND, THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION, WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

#### B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

#### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITH SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA, THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATION OF THE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

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

### OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

BA 91 LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THE SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID S/2 N/2 SW/4, THENCE N 88°46'13"E ALONG THE NORTH LINE OF SAID N/2 SW/4 A DISTANCE OF 765.03 FEET TO THE NORTHEAST CORNER OF THE CROSSINGS AT LYNN LANE, AN ADDITION TO THE CITY OF BROKEN ARROW, AND THE POINT OF BEGINNING, THENCE 88°46'13"E ALONG THE NORTH LINE OF SAID N/2 SW/4 A DISTANCE OF 1195.53 FEET, THENCE S 01°18'31"E A DISTANCE OF 333.70 FEET, THENCE N 88°46'13"E A DISTANCE OF 8.06 FEET, THENCE S 01°14'15"E A DISTANCE OF 327.14 FEET, THENCE S 88°45'45"W A DISTANCE OF 1203.68 FEET TO THE SOUTHEAST CORNER OF THE CROSSINGS AT LYNN LANE, THENCE N 01°14'15"W ALONG THE EAST LINE OF SAID ADDITION A DISTANCE OF 305.21 FEET, THENCE N 01°17'32"W A DISTANCE OF 50 FEET, THENCE N 01°17'20"W A DISTANCE OF 305.79 FEET TO THE POINT OF BEGINNING, CONTAINING 792,836 SQUARE FEET OR 18.201 ACRES, MORE OR LESS. SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 68 LOTS IN FOUR (4) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "NINETY ONE - PHASE 2", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017,

BA 91 LLC

BY \_\_\_\_\_  
DAVID C. FRYE, MANAGER

### NOTARY PUBLIC

STATE OF ARKANSAS )  
 ) SS:  
WASHINGTON COUNTY )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED \_\_\_\_\_ OWNER/DEVELOPER OF NINETY ONE - PHASE 2, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

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

MY COMMISSION NUMBER: \_\_\_\_\_

NOTARY PUBLIC

### SURVEYOR'S CERTIFICATE

I, A.B. WATSON, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "NINETY ONE - PHASE 2", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

A.B. WATSON, JR. OK. PLS 1057

DATE: 5/17/17



### NOTARY PUBLIC

STATE OF OKLAHOMA )  
 ) SS:  
TULSA COUNTY )

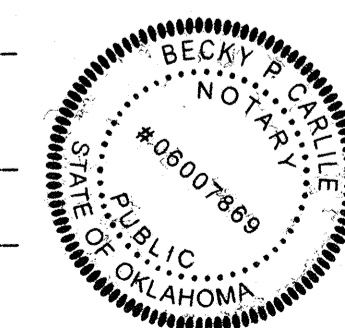
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF May, 2017, PERSONALLY APPEARED A.B. WATSON, JR., SURVEYOR OF NINETY ONE - PHASE 2, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 08/11/2018

MY COMMISSION NUMBER: 06007869

Becky P. Cantrell  
NOTARY PUBLIC



APPROVED \_\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA

MAYOR \_\_\_\_\_

ATTEST: CITY CLERK \_\_\_\_\_

DETENTION DETERMINATION NUMBER: DD-42116-06

CASE NO. PT15-117

SHEET 2 OF 2