

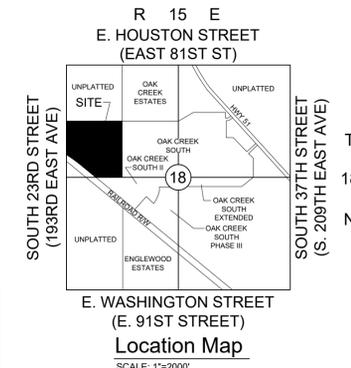
# OAK CREEK CROSSING

GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

**OWNER:**  
Tulsa L Dev., LLC  
4058 N. College Avenue, Ste. #300  
Fayetteville, Arkansas, 72703  
CONTACT: JUSTIN COX

**ENGINEER:**  
Wallace Design Collective, PC  
123 North Martin Luther King Jr Blvd.  
Tulsa, Oklahoma, 74103  
Phone: (918) 584-5858  
OK CA NO. 1460, EXPIRES 6/30/2027  
A. NICOLE WATTS  
nicole.watts@wallace.design

**SURVEYOR:**  
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OK CA NO. 1460, EXPIRES 6/30/2027  
R. WESLEY BENNETT, PLS 1562  
wes.bennett@wallace.design



LINE #	LENGTH	BEARING
L1	19.95'	N 88°42'58" E
L2	15.16'	N 88°47'01" E
L3	32.00'	N 88°42'58" E
L4	32.00'	S 88°42'58" W
L5	33.03'	S 39°21'21" E
L6	6.61'	S 64°00'31" W
L7	6.00'	S 88°43'45" W
L8	6.00'	S 88°43'45" W

CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.22'	25.00'	89°52'35"	N 43°43'55" E	35.32'
C2	11.94'	25.00'	27°21'43"	N 14°53'14" W	11.83'
C3	120.56'	48.00'	143°54'14"	N 43°23'02" E	91.28'
C4	11.58'	25.00'	26°32'31"	S 77°56'07" E	11.48'
C5	39.34'	25.00'	90°09'19"	N 43°42'59" E	35.40'
C6	39.20'	25.00'	89°50'41"	S 46°17'01" E	35.31'
C7	39.27'	25.00'	90°00'00"	N 43°47'38" E	35.36'
C8	39.27'	25.00'	90°00'00"	S 46°12'22" E	35.36'
C9	39.27'	25.00'	90°00'00"	S 43°47'38" W	35.36'
C10	39.27'	25.00'	90°00'00"	N 46°12'22" W	35.36'
C11	39.24'	25.00'	89°55'20"	N 43°45'18" E	35.33'
C12	117.81'	75.00'	90°00'00"	N 43°47'38" E	106.07'
C13	39.32'	25.00'	90°07'25"	S 46°16'05" E	35.39'
C14	39.27'	25.00'	90°00'00"	N 43°47'38" E	35.36'
C15	71.46'	175.00'	23°23'52"	N 12°54'18" W	70.97'
C16	198.89'	225.00'	50°38'47"	N 26°31'46" W	192.48'
C17	40.41'	25.00'	92°36'38"	N 70°54'33" W	36.15'
C18	56.74'	125.00'	26°00'30"	S 75°47'23" W	56.26'
C19	61.37'	25.00'	140°38'47"	N 18°28'14" E	47.08'
C20	120.40'	175.00'	39°25'05"	N 71°33'42" W	118.04'
C21	154.79'	225.00'	39°25'05"	N 71°33'42" W	151.76'
C22	39.20'	25.00'	89°50'41"	N 46°17'01" E	105.92'
C23	39.20'	25.00'	89°50'41"	S 46°17'01" E	35.31'
C24	39.31'	25.00'	90°05'26"	S 43°41'02" W	35.38'
C25	39.23'	25.00'	89°54'34"	S 46°18'58" E	35.33'
C26	102.94'	78.00'	75°37'09"	S 39°10'15" E	95.63'
C27	36.95'	28.00'	75°37'09"	N 39°10'15" W	34.33'
C28	98.99'	75.00'	75°37'09"	S 39°10'15" E	91.96'
C29	164.98'	125.00'	75°37'09"	S 39°10'15" E	153.26'
C30	44.61'	75.00'	34°04'48"	S 18°24'05" E	43.96'
C31	54.37'	75.00'	41°32'21"	S 56°12'39" E	53.19'
C32	17.30'	78.00'	12°42'27"	S 70°37'36" E	17.26'
C33	26.17'	8.33'	180°00'00"	N 01°17'02" W	16.66'
C34	26.17'	8.33'	180°00'00"	S 01°17'02" E	16.66'

**LEGEND**

- B/L = BUILDING SETBACK
- ACC = ACCESS
- LNA = LIMITS OF NO ACCESS
- R/W = RIGHT-OF-WAY
- U/E = UTILITY EASEMENT
- F/E = FENCE & LANDSCAPE EASEMENT
- BK/P.G. = BOOK/PAGE
- P.O.B. = POINT OF BEGINNING

XXXX ADDRESS

① BLOCK NUMBER

2 LOT NUMBER

○ IRON PIN FOUND

**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS 118 LOTS IN 9 BLOCKS AND 5 RESERVE AREAS.

SUBDIVISION CONTAINS 1,723,415 SF (39.56 ACRES)

R/W DEDICATED BY PLAT CONTAINS 79,274 SF (1.82 ACRES)

PROPERTY ZONED R-2

**MONUMENTATION**

MONUMENTATION FOUND AS NOTED

3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.

1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

**BASIS OF BEARINGS**

HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.

VERTICAL DATUM NAVD 1988

**FLOODPLAIN NOTE**

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0095J, 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.

**BLANKET EASEMENT EXCEPTIONS**

- ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WAGONER COUNTY RELATING TO RURAL WATER DISTRICT NO. 4 RECORDED IN BOOK 662, PAGE 539. (AFFECTS SUBJECT PROPERTY AS A BLANKET)
- EASEMENT DEED BY COURT ORDER IN THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA CASE NO. CIV-11-1475-W RECORDED IN BOOK 2106, PAGE 507. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

**NOTE:**  
SEE SHEET 2 FOR LOT AREA AND RESERVE TABLES

**BACKFLOW PREVENTER NOTE**

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKFLOW DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINANCE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018.

ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

**E12**  
Add a note that the FFE elevations meet or exceed the separation requirements for sanitary connections.



**E01**  
Simplify the easements by combining the U/E and the DE into one easement. The grading plans show that the DE will extend a completely through lot 6 and into lot 7

**E11**  
Add the FFE elevations based on the surveyed pad elevations to the face of the plat

**E15**  
The sum of the lots does not match the total length

**E02**  
Transition the R/W to match the existing R/W

**E09**  
Reserve E needs and address

**E03**  
Add the phone number and the email contact for the owner

**E10**  
Show the required 25' corner clips for r/w, this may result in the lot not meeting the minimum lot size

**E04**  
Add FFE to the legend

**E05**  
Add the supplier of the water and the sanitary to the subdivision statistics

**E06**  
The total length on C22 does not match the sum of the lot lengths

**E13**  
The sum of the lot lengths do not match the curve length

**E14**  
The sum of the lot lengths do not match the total length

**E07**  
A 50' tangent is required between reverse curves unless an engineering variance is granted

**E08**  
List the application number for the closure of the easement

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

Mayor \_\_\_\_\_

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

PRELIMINARY PLAT

# OAK CREEK CROSSING

GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

Lot Area Table (Block 1)		
Lot #	Area	(ACRE)
1	14,247.09	0.33
2	8,610.69	0.20
3	8,049.84	0.18
4	8,049.84	0.18
5	8,049.93	0.18
6	8,049.93	0.18
7	7,914.99	0.18

Lot Area Table (Block 2)		
Lot #	Area	(ACRE)
1	8,012	0.18
2	8,137	0.19
3	8,126	0.19
4	8,115	0.19
5	8,260	0.19
6	9,399	0.22

Lot Area Table (Block 3)		
Lot #	Area	(ACRE)
1	10,317	0.24
2	10,123	0.23
3	10,013	0.23
4	10,014	0.23
5	10,819	0.25
6	18,100	0.42
7	8,050	0.18
8	8,050	0.18
9	8,050	0.18
10	8,050	0.18
11	8,050	0.18
12	8,042	0.18
13	12,611	0.29
14	8,372	0.19
15	8,230	0.19

Lot Area Table (Block 4)		
Lot #	Area	(ACRE)
1	8,030.87	0.18
2	8,050.00	0.18
3	8,050.00	0.18
4	8,050.00	0.18
5	8,050.00	0.18
6	8,050.00	0.18
7	8,050.00	0.18
8	8,050.00	0.18
9	8,050.00	0.18
10	8,050.00	0.18
11	8,050.00	0.18
12	8,050.00	0.18
13	8,145.87	0.19
14	8,145.87	0.19
15	8,050.00	0.18
16	8,050.00	0.18
17	8,050.00	0.18
18	8,050.00	0.18
19	8,050.00	0.18
20	8,050.00	0.18
21	8,050.00	0.18
22	8,050.00	0.18
23	8,050.00	0.18
24	8,050.00	0.18
25	8,050.00	0.18
26	8,030.87	0.18

Lot Area Table (Block 5)		
Lot #	Area	(ACRE)
1	8,260.87	0.19
2	8,050.00	0.18
3	8,050.00	0.18
4	8,050.00	0.18
5	8,050.00	0.18
6	8,050.00	0.18
7	8,050.00	0.18
8	8,050.00	0.18
9	8,050.00	0.18
10	8,050.00	0.18
11	8,050.00	0.18
12	8,050.00	0.18
13	8,085.33	0.19
14	8,079.89	0.19
15	8,050.00	0.18
16	8,050.00	0.18
17	8,050.00	0.18
18	8,050.00	0.18
19	8,050.00	0.18
20	8,050.00	0.18
21	8,050.00	0.18
22	8,050.00	0.18
23	8,050.00	0.18
24	8,050.00	0.18
25	8,086.72	0.19
26	8,668.26	0.20

Lot Area Table (Block 6)		
Lot #	Area	(ACRE)
1	10,393.91	0.24
2	8,101.56	0.19
3	8,096.03	0.19
4	8,090.51	0.19
5	8,084.98	0.19
6	8,079.46	0.19
7	8,073.93	0.19
8	8,068.40	0.19
9	8,062.88	0.19
10	8,057.35	0.18
11	8,033.53	0.18
12	8,030.39	0.18
13	8,050.01	0.18
14	8,050.01	0.18
15	8,050.01	0.18
16	8,050.01	0.18
17	8,050.01	0.18
18	8,050.01	0.18
19	8,010.14	0.18
20	10,862.91	0.25

Lot Area Table (Block 7)		
Lot #	Area	(ACRE)
1	8,071.20	0.19
2	8,056.64	0.18
3	8,108.75	0.19
4	11,698.29	0.27

Lot Area Table (Block 8)		
Lot #	Area	(ACRE)
1	8,053.51	0.18
2	8,050.00	0.18
3	8,050.00	0.18
4	8,050.00	0.18
5	10,523.49	0.24

Lot Area Table (Block 9)		
Lot #	Area	(ACRE)
1	8,031.75	0.18
2	8,050.03	0.18
3	8,050.03	0.18
4	8,050.03	0.18
5	8,050.03	0.18
6	8,050.03	0.18
7	8,050.03	0.18
8	8,567.53	0.20
9	8,567.53	0.20

Reserve Area Table		
Lot #	Area	(ACRE)
A	41,664.69	0.96
B	27,001.63	0.62
C	111,360.48	2.56
D	15,208.22	0.35
E	751.11	0.02

ORIG SIZE: 24" X 36"

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CONDITIONAL FINAL PLAT

OAK CREEK CROSSING

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

XXXXXX XXXXXX, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (1.B.&M.), CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT A FOUND MAG NAIL BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE N88°52'22"E ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) FOR A DISTANCE OF 691.72 FEET TO A POINT ON THE RIGHT-OF-WAY TO THE MISSOURI KANSAS AND OKLAHOMA RAILROAD COMPANY AND THE POINT OF BEGINNING (P.O.B.); THENCE N51°50'49"W ALONG THE SAID RIGHT-OF-WAY FOR A DISTANCE OF 390.89 FEET; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 412.02 FEET, A LENGTH OF 409.19 FEET, A CHORD DISTANCE OF 409.02 FEET WITH A CHORD BEARING N54°25'14"W, THENCE N58°03'51"W FOR A DISTANCE OF 75.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION EIGHTEEN (18); THENCE N01°19'47"W ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER (NW1/4) FOR A DISTANCE OF 786.79 FEET TO A POINT ON THE SAID WEST LINE; THENCE N88°47'38"E FOR A DISTANCE OF 1304.45 FEET TO THE WEST LINE OF OAK CREEK SOUTH SUBDIVISION; THENCE S01°21'41"E FOR A DISTANCE OF 1320.30 FEET ALONG THE WEST LINE OF OAK CREEK SOUTH SUBDIVISION TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE S88°45'22"W ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) FOR A DISTANCE OF 613.46 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) AND THE POINT OF BEGINNING (P.O.B.)

AREA CONTAINS 35.15 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 118 LOTS, 9 BLOCKS, AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "OAK CREEK CROSSING", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "OAK CREEK CROSSING").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS AND UTILITIES SHOWN ON THE ACCOMPANYING PLAT AS "UE", "UTILITY EASEMENT" OR "RESERVE D" FOR THE SAID 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, MANHOLES 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, WHICH COVENANT SHALL BE BINDING ON THE 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 THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- 1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. 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 UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- 1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, 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 THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 PUBLIC SANITARY SEWER, OR STORM SEWER FACILITIES.

- 6. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.
7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

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 UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. DRAINAGE EASEMENTS

- 1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.
2. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BRKEN ARROW.
4. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER, IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF BROKEN ARROW (HEREINAFTER THE "BROKEN ARROW DESIGN STANDARDS"). THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTAGE AND BETWEEN RESERVE BOUNDARIES OF ALL RESERVES PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. CONTINUOUS SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTAGE OF, AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND DETENTION IN RESERVES A, B AND C SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY, NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE OF SUCH A CERTIFICATE. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 193RD EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

K. FENCE/LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FENCE/LANDSCAPE EASEMENTS" OR "FLE" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OAK CREEK CROSSING OWNER'S ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN THE SUBDIVISION, WHICH CONTAIN SUCH FENCES AND LANDSCAPE.

E18 Add language to section 2.A for reserve E

SECTION II. RESERVES

A. RESERVE A, B, C AND D - STORMWATER DETENTION AND UTILITY EASEMENTS

- 1. THE USE OF RESERVES A, B, C AND D SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A, B, C AND D ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A, B, C AND D AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A, B, C AND D AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW.
5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A, B, C OR D, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A, B, C OR D UNLESS APPROVED BY THE CITY OF BROKEN ARROW.
6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A, B, C AND D SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
a. GRASS AREAS SHALL BE MOVED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A, B, C AND D.
8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/18TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE OAK CREEK CROSSING HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN OAK CREEK CROSSING, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. 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 HOMEOWNERS' 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 THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE HOMEOWNERS' ASSOCIATION, AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

SECTION IV. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS FOR OAK CREEK CROSSING SHALL FOLLOW ALL LOT AND BUILDING AREA REQUIREMENTS FOR R-2 OR SIMILAR ZONING DESIGNATION RECOGNIZED AND ENFORCED BY THE MOST CURRENT ZONING CODE OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN TITLE, WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN 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 RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND UTILITIES AND SECTION II, RESERVES, MAY BE AMENDED OR TERMINATED AT ANY TIME 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 COVENANTS CONTAINED WITHIN SECTION IV, DEVELOPMENT STANDARDS, MAY BE AMENDED OR TERMINATED AT ANY TIME 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 CITY OF BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

D. SEVERABILITY

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

IN WITNESS WHEREOF: XXXXXX XXXXXX, AN OKLAHOMA LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT THIS \_\_\_ DAY OF \_\_\_, 2026.

XXXXXX XXXXXXXX

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

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

TITLE: \_\_\_\_\_ OF XXXXXX, LLC

ACKNOWLEDGMENT

STATE OF OKLAHOMA ) SS:

COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_, 2026.

BY \_\_\_\_\_ AS \_\_\_\_\_ OF XXXXXXXX, LLC

NOTARY PUBLIC

MY COMMISSION NO: \_\_\_\_\_

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

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, 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 OAK CREEK CROSSING, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_, 2026.



R. WESLEY BENNETT, PLS  
OK PLS 1562

ACKNOWLEDGMENT

STATE OF OKLAHOMA ) SS:

COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_, 2026.

BY COLLECTIVE AS \_\_\_\_\_ OF WALLACE DESIGN

NOTARY PUBLIC

MY COMMISSION NO: 00020202

MY COMMISSION EXPIRES: 12-11-28

[SEAL]

