

PUD 94Y

OWNER / DEVELOPER

BC Land Holding Company, LLC an Oklahoma Limited Liability Company 12150 East 96th Street North, Suite 202 Owasso, Oklahoma 74055 918.376.6536

The Cottages at Battle Creek - East

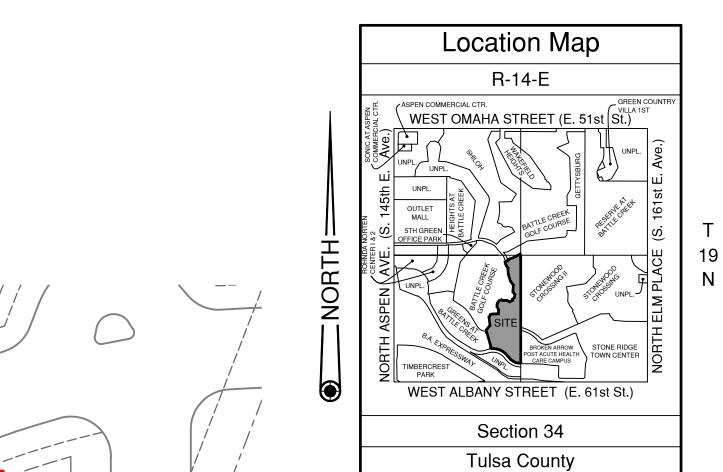
A subdivision in the City of Broken Arrow, being a part of the W/2 of Section 34, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc. an Oklahoma corporation 9810 East 42nd Street, Suite 100 Tulsa, Oklahoma 74146

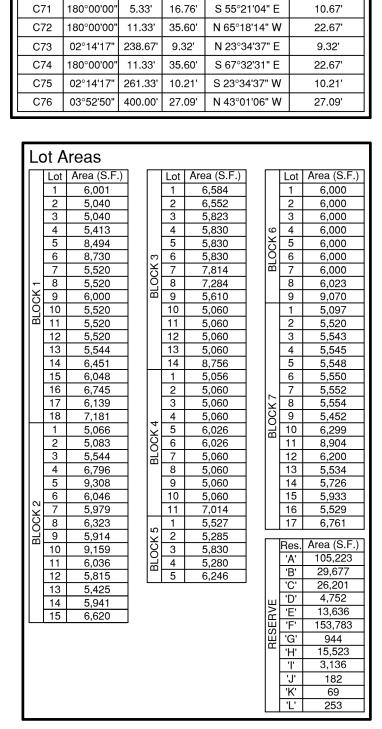
CERTIFICATE OF AUTHORIZATION NO. 531 RENEWAL DATE: JUNE 30, 2025

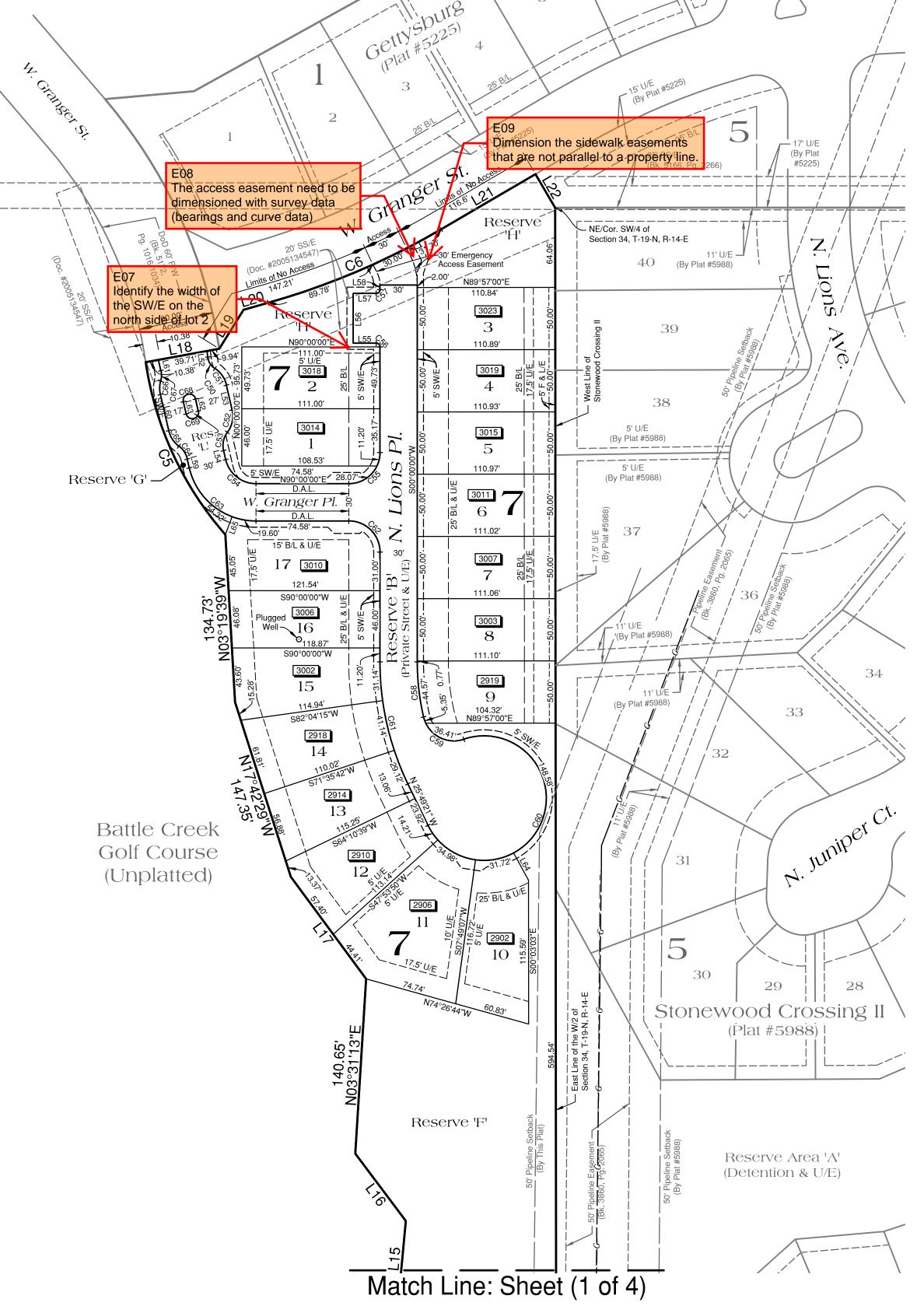
Phone: 918.252.9621



SCALE: 1"= 60' 5 89 Lots - 20.4462 Acres Dimension the sidewalk easements

		1101 10 30	aic		
Curv	e Table				
No.	Delta	Radius	Length	Chord Direction	Chord Length
C1	51°58'02"	310.00'	281.17'	N 64°00'34" W	271.63'
C2	59°02'09"	390.00'	401.85'	N 67°32'38" W	384.30'
C3 C4	05°37'50" 63°18'41"	200.00'	19.65' 112.74'	S 87°12'11" W N 37°02'51" E	19.65' 107.09'
C5	33°01'28"	268.63'	154.83'	N 24°47'06" W	152.70'
C6	14°32'16"	597.00'	151.48'	N 66°59'09" E	151.07'
C7	15°10'24"	220.00'	58.26'	N 27°03'43" E	58.09'
C8 C9	90°00'00" 54°39'50"	25.00' 55.00'	39.27' 52.47'	N 25°31'29" W N 43°11'34" W	35.36' 50.51'
C10	15°51'39"	380.00'	105.19'	N 07°55'50" W	104.86'
C11	32°12'15"	25.00'	14.05'	N 16°06'08" W	13.87'
C12	154°24'30"	40.00'	107.80'	N 45°00'00" E	78.01'
C13	32°12'15" 16°33'29"	25.00' 280.00'	14.05' 80.92'	S 73°53'52" E S 81°43'16" E	13.87' 80.64'
C15	87°04'58"	25.00'	38.00'	N 63°01'00" E	34.44'
C16	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C17	70°28'34"	55.00'	67.65'	N 35°17'12" W	63.47'
C18	89°59'56"	55.00'	86.39'	N 44°57'02" E	77.78'
C19 C20	89°59'56" 14°34'55"	25.00' 225.00'	39.27' 57.26'	N 44°57'02" E S 07°14'32" W	35.35' 57.11'
C21	85°03'29"	25.00'	37.11'	S 27°59'45" E	33.80'
C22	00°43'34"	1015.00'	12.86'	S 70°09'42" E	12.86'
C23	05°41'56"	448.00'	44.56'	S 72°38'53" E	44.54'
C24 C25	90°00'00"	985.00' 25.00'	12.48' 39.27'	N 70°09'42" W S 64°28'31" W	12.48' 35.36'
C26	90°00'00"	25.00'	39.27'	S 25°31'29" E	35.36'
C27	70°28'29"	55.00'	67.65'	S 35°17'14" E	63.47'
C28	09°46'26"	225.00'	38.38'	S 04°50'13" W	38.34'
C29	90°00'00"	30.00'	47.12'	S 35°16'33" E	42.43'
C30 C31	90°00'00"	3.00'	4.71' 4.71'	S 54°43'27" W N 35°16'33" W	4.24' 4.24'
C32	90°00'00"	30.00'	47.12'	N 54°43'27" E	42.43'
C33	09°46'26"	195.00'	33.26'	N 04°50'13" E	33.22'
C34	81°36'23"	25.00'	35.61'	N 40°51'11" W	32.67'
C35 C36	11°07'54" 90°00'00"	225.00' 25.00'	43.71' 39.27'	N 76°05'26" W S 64°28'31" W	43.65' 35.36'
C37	15°10'24"	280.00'	74.15'	S 27°03'43" W	73.93'
C38	54°39'50"	25.00'	23.85'	N 43°11'34" W	22.96'
C39	15°51'39"	350.00'	96.89'	N 07°55'50" W	96.58'
C40	90°00'00"	25.00'	39.27'	N 45°00'00" E	35.36'
C41 C42	19°28'31" 70°28'29"	250.00' 25.00'	84.98' 30.75'	S 80°15'44" E S 35°17'14" E	84.57' 28.85'
C43	102°23'45"	25.00'	44.68'	S 51°08'53" W	38.97'
C44	07°07'46"	195.00'	24.26'	N 74°05'22" W	24.25'
C45	70°28'34"	25.00'	30.75'	N 35°17'12" W	28.85'
C46 C47	89°59'56" 89°01'34"	25.00' 25.00'	39.27' 38.84'	N 44°57'02" E S 45°32'13" E	35.35' 35.05'
C48	12°14'45"	195.00'	41.68'	S 06°04'27" W	41.60'
C49	97°16'42"	25.00'	42.45'	S 60°50'10" W	37.53'
C50	49°39'12"	13.00'	11.27'	S 31°33'33" E	10.92'
C51 C52	43°23'19" 49°27'30"	22.00'	16.66' 18.99'	S 34°41'30" E S 11°43'55" W	16.26' 18.41'
C53	49°27'30"	18.00'	15.54'	S 11°43'55" W	15.06'
C54	77°00'10"	25.00'	33.60'	S 51°29'55" E	31.13'
C55	90°00'00"	25.00'	39.27'	N 45°00'00" E	35.36'
C56	90°00'00"	3.00'	4.71'	N 45°00'00" W	4.24'
C57 C58	90°00'00" 13°05'47"	3.00' 195.00'	4.71' 44.57'	N 45°00'00" E S 06°32'54" E	4.24 44.48'
C59	95°41'54"	25.00'	41.76'	S 60°56'44" E	37.07'
C60	262°58'20"	50.00'	229.49'	S 22°41'29" W	74.91'
C61	25°49'21"	225.00'	101.40'	N 12°54'40" W	100.55'
C62 C63	90°00'00" 77°00'10"	25.00' 55.00'	39.27' 73.92'	N 45°00'00" W N 51°29'55" W	35.36' 68.48'
C64	39°56'42"	18.00'	73.92' 12.55'	S 32°58'11" E	12.30'
C65	39°56'42"	22.00'	15.34'	S 32°58'11" E	15.03'
C66	27°51'46"	22.00'	10.70'	S 00°56'03" W	10.59'
C67	27°23'06"	18.00'	8.60'	S 01°10'23" W	8.52'
C68 C69	180°00'00" 180°00'00"	5.00' 5.00'	15.71' 15.71'	N 77°00'10" E S 77°00'10" W	10.00'
C70	180°00'00"	5.33'	16.76'	N 55°21'04" W	10.67'
C71	180°00'00"	5.33'	16.76'	S 55°21'04" E	10.67'





B/L = Building Line RES. = Reserve BK. = Book R/W = Right of Way PG. = Page U/E = Utility Easement F&L/E = Fence & Landscape Esmt. OD/E = Overland Drainage Esmt. SS/E = Sanitary Sewer Easment UNP = Unplatted

Monument Notes

Legend

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of

improvements, unless noted otherwise. A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections,

points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Benchmark +

Offsite Benchmark:

Elevation: 764.67'

Chiseled "X" in a chiseled box on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place. North: 399177.099' 2616743.621'

Oklahoma State Plane Coordinate System North Zone NAD83 Vertical Datum: NAVD88 All Coordinates in U.S. Survey Feet

Notes

East:

- 1. Water to be supplied by the City of Broken Arrow. 2. Sewage to be received by the City of Broken Arrow.
- All pie-shaped meet the minimum lot width at the building setback line.

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD 101421-67 & DD 101421-68. Stormwater detention for this plat will be provided on the site.

Lot Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should

never be relied upon in place of the legal description. **Private Streets**

For Reserve Areas "A" and "B" that cover the streets for the dedication and use of the private streets, these do not meet the city standards for width and the accompanying roads are not subject to maintenance by the City of Broken Arrow. These streets cannot be turned over to the City of Broken Arrow without right of way for the reserve areas and additional right of way dedicated by all lot owners.

Line Table		
No. Bearing	Distance	No. Bearing Distance No. Bearing Distance
L1 N 38°01'33" W	50.00'	L23 N 73°07'39" E 34.85' L45 S 34°38'56" W 14.68'
L2 N 07°11'34" W	2.09'	L24 N 34°38'56" E 14.68' L46 S 07°13'37" E 37.23'
L3 N 07°49'28" E	47.64'	L25 N 19°28'31" E 6.49' L47 N 15°51'39" W 48.24'
L4 N 25°34'56" E	71.28'	L26 N 15°51'39" W 48.24' L48 N 00°00'00" E 21.77'
L5 N 04°11'31" E	84.46'	L27 N 00°00'00" E 12.13' L49 N 90°00'00" E 52.89'
L6 N 28°16'33" W	71.70'	L28 N 90°00'00" E 43.25' L50 N 34°38'56" E 6.50'
L7 N 05°23'31" E	49.28'	L29 N 70°31'29" W 34.29' L51 S 34°38'56" W 6.50'
L8 N 75°06'24" E	25.63'	L30 N 00°02'55" W 58.91' L52 S 06°43'57" E 4.83'
L9 S 68°53'46" E	40.67'	L31 S 70°31'29" E 27.14' L53 S 12°59'50" E 20.34'
L10 N 86°41'27" E	71.22'	L32 S 69°47'55" E 33.29' L54 S 12°59'50" E 7.33'
L11 S 64°17'22" E	70.91'	L33 S 09°43'27" W 72.51' L55 S 90°00'00" W 18.50'
L12 N 62°46'32" E	59.58'	L34 S 80°16'33" E 30.50' L56 N 00°00'00" E 40.00'
L13 N 02°31'39" E	26.51'	L35 S 09°43'27" W 24.00' L57 N 90°00'00" E 18.50'
L14 N 47°51'45" E	60.94'	L36 N 80°16'33" W 25.50' L58 N 00°00'00" W 3.67'
L15 N 05°13'22" E	60.80'	L37 S 09°43'27" W 15.00' L59 N 12°59'50" W 7.33'
L16 N 36°48'58" W	67.61'	L38 N 09°43'27" E 15.00' L60 S 12°59'50" E 29.76'
L17 N 36°24'01" W	101.81'	L39 N 80°16'33" W 25.50' L61 N 12°31'10" W 8.87'
L18 N 79°40'24" E	60.03'	L40 N 09°43'27" E 24.00' L62 N 12°59'50" W 10.00'
L19 N 31°56'42" E	36.97'	L41 S 80°16'33" E 3.50' L63 S 12°59'50" E 10.00'
L20 N 74°15'17" E	20.46'	L42 N 09°43'27" E 72.51' L64 N 28°31'43 W 25.00'
L21 N 59°43'01" E	87.86'	L43 N 70°31'29" W 34.12' L65 S 20°24'59" W 15.46'
L22 S 30°16'59" E	31.19'	L44 S 19°28'31" W 6.49'

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

The Cottages at Battle Creek - East Date of Preparation: August 7, 2025 PT21-115 Sheet 2 of 4

THE COTTAGES AT BATTLE CREEK - EAST

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 94W

KNOW CERTAIN PERSONS BY THESE PRESENTS

That BC Land Holding Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the W/2 of Section 34, T 19 N, R 14 E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as

Beginning at the southwest corner of the right-of-way for North Juniper Place as platted in "Broken Arrow Post Acute Health Care Campus", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6565, as filed in the records of the Tulsa County Clerk's office, also lying on the northerly rightof-way for West Albany Drive as platted in "Stone Ridge Towne Center", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6236, as filed in the records of the Tulsa County Clerk's office, being more particularly described as follows:

Thence westerly along the northerly right-of-way for West Albany Drive and along a curve to the right with a central angle of 51°58'02", a radius of 310.00 feet, an arc length of 281.17 feet, a chord bearing of N 64°00'34"W and a chord length of 271.63 feet:

Thence N 38°01'33" W along the northerly right of way for West Albany Drive and tangent to the previous curve a distance of 50.00 feet to a tangent curve to the left:

Thence along the northerly right of way for West Albany Drive and along a tangent curve to the left with a central angle of 59°02'09", a radius of 390.00 feet, an arc length of 401.85 feet, a chord bearing of N 67°32'38" W and a chord length of 384.30 feet to the southeast corner of "The Greens at Battle Creek", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6428, as filed in the records of the Tulsa County Clerk's office;

Thence N 07°11'34" W along the easterly line of "The Greens at Battle Creek", a distance of 2.09 feet

Thence N 07°49'28" E along the easterly line of "The Greens at Battle Creek", a distance of 47.64 feet:

Thence N 15°51'39" W along the easterly line of "The Greens at Battle Creek", a distance of 332,90 feet to a non-tangent curve to the right:

Thence along the easterly line of "The Greens at Battle Creek" and along a non-tangent curve to the right with a central angle of 05°37'50", a radius of 200.00 feet, an arc length of 19.65 feet, a chord bearing of \$ 87°12'11" W and a chord length of 19.65 feet;

Thence N 38°52'09" E and not tangent to the previous curve a distance of

Thence N 06°39'44" W a distance of 166.16 feet;

Thence N 25°34'56" E a distance of 71.28 feet;

Thence N 85°25'34" F a distance of 162 57 feet:

Thence N 04°11'31" E a distance of 84.46 feet:

Thence N 28°16'33" W a distance of 71.70 feet:

Thence N 05°23'31" E a distance of 49.28 feet to a tangent curve to the

Thence along a tangent curve to the right with a central angle of 63°18'41", a radius of 102.03 feet, an arc length of 112.74 feet, a chord bearing of N 37°02'51" E and a chord length of 107.09 feet;

Thence N 75°06'24" E and not tangent to the previous curve a distance of

Thence S 68°53'46" E a distance of 40.67 feet;

Thence N 86°41'27" E a distance of 71.22 feet:

Thence S 64°17'22" E a distance of 70.91 feet;

Thence N 62°46'32" E a distance of 59.58 feet;

Thence N 02°31'39" E a distance of 26.51 feet;

Thence N 47°51'45" E a distance of 60.94 feet; Thence N 05°13'22" E a distance of 60.80 feet;

Thence N 36°48'58" W a distance of 67.61 feet;

Thence N 03°31'13" E a distance of 140.65 feet;

Thence N 36°24'01" W a distance of 101.81 feet

Thence N 17°42'29" W a distance of 147.35 feet

Thence N 03°19'39" W a distance of 134.73 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with a central angle of 33°01'28", a radius of 268.63 feet, an arc length of 154.83 feet, a chord bearing of

N 24°47'06" W and a chord length of 152.70 feet;

Thence N 79°40'24" E and not tangent to the previous curve a distance of 60.03 feet to the most southerly southwest corner of "Gettysburg", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5225, as filed in the records of the Tulsa County Clerk's office

Thence N 31°56'42" E along the southerly line of "Gettysburg", a distance of 36.97 feet:

Thence N 74°15'17" E along the southerly line of "Gettysburg", a distance of 20.46 feet to a tangent curve to the left:

Thence along the southerly line of "Gettysburg" and along a tangent curve to the left with a central angle of 14°32'16", a radius of 597.00 feet, an arc length of 151.48 feet, a chord bearing of N 66°59'09" E and a chord length of 151 07 feet:

Thence N 59°43'01" E along the southerly line of "Gettysburg" and tangent to the previous curve a distance of 87.86 feet:

Thence S 30°16'59" E along the southerly line of "Gettysburg", a distance of 31.19 feet to the northwest corner of "Stone Wood Crossing II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof. Plat No. 5988, as filed in the ecords of the Tulsa County Clerk's office;

Thence S $00^{\circ}03'00''$ E along the west line of "Stone Wood Crossing II" and along the west line of "Stone Ridge Towne Center", and along the west line of "Broken Arrow Post Acute Health Care Campus", a distance of 2250.44 feet to the "Point of Beginning".

Said tract contains 890,638 square feet or 20.4462 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°03'00" E along the west line of "Stone Wood Crossing II". 'Stone Ridge Towne Center" and "Broken Arrow Post Acute Health Care Campus", also being the east line of the SW/4 of Section 34. T-19-N. R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

The Owner/Developer has caused the same to be engineered, surveyed. staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "THE COTTAGES AT BATTLE CREEK - EAST", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E" for the several purposes of constructing maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers telephone and communication lines electric power lines and transformers, gas lines, water lines and cable television lines

together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no biliding, structure or other above or below ground obstruction placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

- 1.2.1 Overhead poles may be located along the northern perimeter of the subdivision along Granger Street as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards shall be served by underground cable; all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of
- 1.2.2 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 and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- 1.2.3 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer, or gas main to the service entrance on the structure or a point of metering.
- 1.2.4 The supplier of electric, telephone, cable television, and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television and 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.
- 1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television, or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television, or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot

- 1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the lot owner or at the lot owner's expense.
- 1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the lot owner shall pay for

E1e2essitated by acts of the lot owner, its agents or Include in the list of obstruction HVAC Generators. Pool Equipment.

for in this Deed of Dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot, and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., formed pursuant to SECTION IV - HOMEOWNERS' ASSOCIATION

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinguishes rights of vehicular ingress or egress from any portion of the property adjacent to West Albany Drive and West Granger Street within the bounds designated as "Limits of No Acces "Limits of No Access" may be amended or elease to the Broken Arrow Planning Commission, or its suc

conveyance to THE COTTAG provided by the statutes and two or trestate of plants of the responsibilities of no accesses we stand the responsibilities of the pertaining thereto, and the limits of no accesses we stand the responsibilities of the resp shall be enforceable by the City of Broken Athre HOA to mainfain and Landscape Easement

ishes and reserves for subsequent approval of the City of Broken Arrow, Oklah Add a Section for the Ditvate Storm perpetual non-exclusive easement to

1.6 Private Streets

- 1.6.1 Reserve Areas "A" and "B" as designated on the accompanying plat are herein designated for use as private streets for the common use and benefit of the owners of lots within "THE COTTAGES AT BATTLE CREEK - EAST", their quests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision
- 1.6.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve Areas "A" and "B") and to operate thereon all service, emergency, and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve Areas "A" and "B") as reasonably necessary to provide service and upon the installation of any such utility line, cable, or facility such grantee shall be deemed to have a definitive perpetual easement covering

- a strip 5 feet in width extending 2 1/2 feet on each side of the utility line, cable, or facility.
- 1.6.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:
 - 1.6.3.1 Except in areas of Entry/Exit medians and hammerhead turnarounds, the Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty-six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve Areas "A" and "B") depicted within the accompanying plat.
 - 1.6.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve Areas "A" and "B").
- 1.6.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve Areas "A" and "B") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve Areas "A" and "B")
- 1.6.5 The Owner/Developer or its assigns hereby reserves the right to maintain, change, or otherwise regulate the hours of operation of the privacy gates at every entry into "THE COTTAGES AT BATTLE CREEK - EAST", until such time that the last lot owned within "THE COTTAGES AT BATTLE CREEK - EAST" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) the Homeowners' Association will determine the hours of operation of such gates. This in no way precludes individual lot owners within "THE COTTAGES AT BATTLE CREEK - EAST", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services, or like service personnel to access the areas behind the gates for restricted purposes during allowed times.
- 1.6.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

1.7 Fence and Landscape Easements

AT BATTLE CREEK - EAST med pursuant to SECTION IV indscaping, and/or irrigation along daries of the subdivision within the epicted on the accompanying plat. equirements of Section 5.2.E.3.iv of Zoning Ordinance.

1.8 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water. sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing. landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the

When submitting the application for the final plat submit the covenants on the same sheet size used for the plats (24x36) The plans will be R&R for the grooects. DSINE Ets Size: August 7, 2025 Sheet 3 of 4

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1.9 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, L.L.C.", an Oklahoma not-forprofit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for THE COTTAGES AT BATTLE CREEK - EAST.

1.10 Overland Drainage Easement

- 1.10.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow and plans and specifications approved by the Stormwater Manager of the City of Broken Arrow.
- 1.10.2 No fence, wall, building, or other obstruction 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, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval.
- 1.10.3 The overland drainage easement areas and facilities located therein shall be maintained by the property owner of the reserve or the owner of the lot upon which the overland drainage easement is located at the property owner of the reserve or lot owner's cost in accordance with the standards prescribed by the City of Broken Arrow. In the event the property owner of the reserve or the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the Homeowners' Association to be formed pursuant to Section IV (hereinafter the "Homeowners' Association") or the City of Broken Arrow, may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour. and the cost thereof shall be paid by the property owner of the reserve or the owner of the lot. In the event the property owner of the reserve or the owner of the lot fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the Homeowners' Association or the City of Broken Arrow, whichever has completed the maintenance, may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be judicially foreclosed.

1.11 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.12 Restrictive Covenants

Additional covenants and restrictions for THE COTTAGES AT BATTLE CREEK - EAST are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A" and "B"

Reserve Areas "A" and "B" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is eserved for subsequent conveyance to the Homeowners' Association.

2.1.2 Reserve Areas "E" and "F"

Reserve Areas "E" and "F" shall be used for open space, signage, landscaping, walls, sidewalks drainage, recreation, overland drainage, stormwater drainage, utilities, and ingress

and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.3 Reserve Areas "C". "D". "G" and "H"

Reserve Areas "C", "D", "G" and "H" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.4 Reserve Areas "J", "K" and "L"

Reserve Areas "J", "K" and "L" shall contain, but not be limited to use for access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association.

2.2 All Reserves

- 2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the property owner of the reserve.
- 2.2.2 In the event the property owner of the reserve should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the property owner of the reserve.
- 2.2.3 In the event the property owner of the reserve fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/89 of the costs. This lien may be foreclosed by the City of Broken Arrow.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "THE COTTAGES AT BATTLE CREEK" was submitted as a planned unit development (entitled PUD No. 94Y) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on June 21, 2021 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94Y was approved by the Broken Arrow Planning Commission on June 10, 2021 and approved by the City of Broken Arrow City Council, on June 21, 2021; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development: and:

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma; THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 <u>Development Standards – Single-Family Residential</u>:

- 3.1.1 Permitted Uses: As permitted within the RS-3 District by right or Specific Use Permit.
- 3.1.2 Minimum Lot Size 5,000 SF per unit
- 3.1.3 Minimum Lot Frontage 46 feet (at the Building Line)
 For lots abutting Stonewood
 Crossing II 50 feet (at the Building Line)
- 3.1.4 Minimum Front Yard (excluding corner lots) 25 feet
- 3.1.5 Minimum Front Yard (on corner lots) 15 feet*
 - * Garage openings shall be permitted on Front Yards on corner lots, provided the Front Yard setback is increased to 20 ft. Setbacks between building lines with an adjacent lot shall be offset no more than 10 feet.

3.1.6 Minimum Rear Yard 20 feet
- For lots abutting Stonewood Crossing II 25 feet

3.1.7 Side Yards 5 feet/5 feet

3.1.8 Pipeline Building Line Setback 50 feet from any pipeline

3.2 Perimeter Landscape Buffer

A perimeter landscape buffer reserve area of at least 10 feet in width shall be provided along West Granger Street and West Albany Drive.

3.3 Landscaping:

Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that along West Granger Street and West Albany Drive one tree per 40 linear feet will be provided. All trees will be medium to large trees. In addition to the sidewalks that will be constructed along all street frontages, a walking path will be constructed in the park area in THE COTTAGES AT BATTLE CREEK - EAST.

3.4 Fencing:

Lots and Reserve Areas sharing a common boundary with the Battle Creek Golf Course shall have a fence of at least four feet in height that shall match the rest of the fencing along the Battle Creek Golf Course. Said fencing shall be limited to galvanized chain link construction, and the fencing materials shall be limited to hot-dipped galvanized residential grade fencing material which shall be green in color. All fencing along West Albany Drive or West Granger Street shall be installed by the Owner/Developer in accordance with Section 5.2.E of the Zoning Ordinance, and fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review. All perimeter fencing shall be owned and maintained by the Homeowners' Association.

3.5 Private Streets and Gates:

The private streets shall be constructed to the City of Broken Arrow standards and shall be owned and maintained by the Homeowners' Association. The private streets and gates will be located in a minimum 30' wide reserve area. Gates into the subdivision shall be designed in accordance with the City of Broken Arrow Subdivision Regulations and shall meet all criteria as set forth by the City of Broken Arrow Fire Marshall and the 2018 edition of the International Fire Code (IFC).

3.6 Sidewalks:

Sidewalks will be constructed along the perimeter public streets and the interior private streets. Sidewalks shall be provided in accordance with the City of Broken Arrow Subdivision Regulations; however, it is acknowledged that variances to the widths and locations of the sidewalks can be requested from the City of Broken Arrow Engineering department.

3.7 Drainage

Stormwater drainage will be handled in accordance with the City of Broken Arrow design standards.

3.8 Plattin

No building permit shall be issued until the planned unit development project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1. Formation

The Owner/Developer has formed, or shall be caused to be formed, an association of owners of lots within the subdivision which shall be named "THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc.", a not for profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the

Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association 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, and common areas as designated on the plat provided; however, no assessment shall be made or attach to any lot owned by the Owner/Developer.

4.2. Maintenance

Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat, and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

5.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. EASEMENTS AND UTILITIES are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

5.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

5.3. <u>Amendment</u>

The covenants contained within SECTION I. EASEMENTS AND UTILITIES may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision known as THE COTTAGES AT BATTLE CREEK - EAST; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 5.3, the term "the Subdivision" shall explicitly mean the plat of THE COTTAGES AT BATTLE CREEK - EAST.

5.4. <u>Severability</u>

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 of any part hereof as set forth herein, which shall remain in full force and effect.

5.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall

construct the dwelling in accordance with the municipal, county and, state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this _____ day of ______, 2025.

By: David E. Charney, President of

BC Land Holding Company, L.L.C.

an Oklahoma limited liability company

Charney Properties, Inc., as Manager BC Land Holding Company, L.L.C.

State of Oklahoma)) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this _____ day of _____, 2025, by David E. Charney, Manager of BC Land Holding Company, L.L.C.

Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a 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 "THE COTTAGES AT BATTLE CREEK - EAST", a subdivision in the City of Broken Arrow, Tulsa 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.

2025

David W. Murdoch Registered Professional Land Surveyor

Oklahoma No. 1404

State of Oklahoma)) s.s.
County of Tulsa)

Executed this _____ day of _____

The foregoing Certificate of Survey was acknowledged before me this _____ day of ______, 2025, by David W. Murdoch.

Jack Taber, Notary Public My commission No. 12005192 My commission expirers May 31, 2028

THE COTTAGES AT BATTLE CREEK - EAST
Date of Preparation: August 7, 2025 Sheet 4 of 4