

Final Plat Iron Horse Ranch

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4)
SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST,
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 4-1-08 by the City
Council of the City of Broken Arrow,
Oklahoma.
J. Wade McCaleb Jr.
Mayor
Mary E. Bryce
Attest: City Clerk 9-14-08

DEED OF DEDICATION FOR IRON HORSE RANCH BROKEN ARROW

KNOW ALL MEN BY THESE PRESENTS:

THAT 129TH EAST AVENUE ASSOCIATES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION FOUR (4) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID W/2 SE/4; THENCE NORTH 0°26'37" WEST ALONG THE WESTERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 2643.38 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE W/2 SE/4; THENCE NORTH 89°54'43" EAST ALONG THE NORTHERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 1321.86 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE W/2 SE/4; THENCE SOUTH 0°24'44" EAST ALONG THE EASTERNLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 2645.41 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE W/2 SE/4; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTHERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 1320.45 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,493,596 SQUARE FEET, OR 80.202 ACRES.

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "IRON HORSE RANCH", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "LINE" OR "UTILITY EASEMENT". RESERVE A AND RESERVE B, 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 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 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 DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE

1. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE 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.

2. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION FACILITIES OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

3. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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 AREAS DEPICTED ON THE ACCOMPANYING PLAT, IF GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE. THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR DATE OF PREPARATION, AUGUST 27, 2008

STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH 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 AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

6. WATER MAINS MAY CROSS THE PUBLIC STREETS DEPICTED ON THE ACCOMPANYING PLAT.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD 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 HIS AGENTS OR CONTRACTORS.

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

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

1. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY Affected LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. SIDEWALKS

1. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. THE DEVELOPER SHALL CONSTRUCT ALL SIDEWALKS IN RESERVE AREAS ALONG THE WEST JASPER STREET FRONTRAGE AND IN ALL RESERVE AREAS THAT ABUT A STREET.

H. UTILITY & OVERLAND DRAINAGE EASEMENT RESERVE AREAS "I", "J", "K" AND "M"

1. SUBJECT TO THE PROVISIONS OF I(1), BELOW, FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF UTILITY/OVERLAND DRAINAGE FUNCTION TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE DEVELOPER HEREBY DEDICATES UTILITY/OVERLAND DRAINAGE EASEMENT TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS A PERPETUAL EASEMENT ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT", INCLUDING RESERVE AREAS "I", "J", "K" AND "M" (COLLECTIVELY, THE "OVERLAND DRAINAGE EASEMENT AREAS"), FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION, EXCEPT AS APPROVED BY THE CITY OF BROKEN ARROW AS PART OF THE SITE DEVELOPMENT, AND LANDSCAPE ARCHITECTURE DEVELOPMENT, MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND EASEMENT AREAS, UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF INCHES (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL.

4. OVERLAND DRAINAGE EASEMENT AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS RESERVE AREAS "I", "J", "K" AND "M" ARE RESERVED FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION COMPRISED OF OWNERS OF LOTS WITHIN THE SUBDIVISION. OVERLAND DRAINAGE EASEMENT AREAS AND THE FACILITIES LOCATED THEREIN SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AT ITS COST. MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS OWNED BY IT, AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE OVERLAND DRAINAGE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA MAY ENTER THE OVERLAND DRAINAGE 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 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 COSTS SHALL BE A LIEN AGAINST ALL LOTS WITHIN THE SUBDIVISION PROVIDED THAT THE LIEN AGAINST A LOT SHALL NOT EXCEED THE AMOUNT CALCULATED BY MULTIPLYING THE TOTAL COSTS OF MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS BY A FRACTION, THE NUMERATOR OF WHICH IS THE NUMBER OF SQUARE FEET WITHIN THE LOT AND THE DENOMINATOR OF WHICH IS THE COMBINED TOTAL NUMBER OF SQUARE FEET OF ALL THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED.

I. UTILITY & OVERLAND DRAINAGE RESERVE AREA "K"

THE DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT OVER, AND ACROSS RESERVE AREA "K" FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH HEREIN, FOR THE INSTALLATION, USE AND MAINTENANCE OF LANDSCAPING, UTILITY AND/OR OVERLAND DRAINAGE EASEMENT FACILITIES, SIGNAGE, PEDESTRIAN ACCESS FACILITIES AND RECREATIONAL AMENITIES, TO INCLUDE A CLUBHOUSE WITH ASSOCIATED PARKING.

J. RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H" AND "L"

THE DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT OVER AND ACROSS RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H" AND "L" FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH HEREIN, FOR THE INSTALLATION, USE AND MAINTENANCE OF PEDESTRIAN ACCESS FACILITIES, UTILITY AND/OR OVERLAND DRAINAGE EASEMENT FACILITIES, SIGNAGE, LANDSCAPING, ENTRY FEATURES AND RECREATIONAL AMENITIES.

K. TRAFFIC CONTROL MEDIAN RESERVE AREAS "N", "O", "P", "Q", "R", "S" AND "T"

1. THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE RESERVE AREAS "N", "O", "P", "Q", "R", "S" AND "T" LOCATED IN THE PUBLIC STREET RIGHT-OF-WAY FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF TRAFFIC CONTROL IMPROVEMENTS, PROVIDED HOWEVER, THE DEVELOPER RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH HEREIN, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF LANDSCAPING, UTILITIES, SIGNAGE AND ENTRY FEATURES.

2. THE HOLDER OF THE RESERVED EASEMENT, THE DEVELOPER OR THE HOMEOWNERS' ASSOCIATION, AS THE CASE MAY BE, HEREIN COVENANTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIAN RESERVE AREAS AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIAN S OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

L. RESERVE AREA MAINTENANCE

1. MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.

M. FENCE EASEMENT

1. THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE HOMEOWNERS' ASSOCIATION. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING, BUT NOT LIMITED TO, FENCES, WALLS, SPRINKLER SYSTEM, 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 "IRON HORSE RANCH", WHICH CONTAINS SUCH EASEMENTS. MAINTENANCE OF ALL FENCING WITHIN THE FENCE EASEMENT IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.

N. RESTRICTED ACCESS

1. NO BUILDING SHALL BE ERECTED OR MAINTAINED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT EXCEPT THAT GARAGES THAT ACCESS A STREET IN AN AREA DEPICTED AS "RESTRICTED ACCESS" OR "RA" SHALL BE SET BACK A MINIMUM OF TWENTY-FIVE (25) FEET.

SECTION II. PRIVATE RESTRICTIONS AND COVENANTS

A. ARCHITECTURAL COMMITTEE:

A COMPLETE SET OF PLANS AND CONSTRUCTION SPECIFICATIONS, INCLUDING MATERIALS FOR THE INITIAL CONSTRUCTION OF A STRUCTURE OR IMPROVEMENT PROPOSED TO BE ERECTED ON ANY LOT, MUST FIRST BE SUBMITTED TO AN ARCHITECTURAL REVIEW COMMITTEE (HEREINAFTER "ARC") CONSISTING OF ROBERT R. DAVID, CLARK NEELY, AND KEVIN HUTCHENS (PROVIDED, HOWEVER, THAT, IN THE EVENT ANY MEMBER OF THE ARC IS UNABLE OR UNWILLING TO SERVE ON THE ARC, THE DECLARANT SHALL SELECT ANY REQUIRED SUCCESSOR TO SERVE ON THE ARC), AND WRITTEN APPROVAL THEREOF OBTAINED FROM THE ARC, BY AT LEAST A TWO-THIRDS (2/3) MAJORITY VOTE OF THE ARC, PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION UPON EACH AND ALL OF THE LOTS. SUCH PLANS AND CONSTRUCTION SPECIFICATIONS SHALL REFLECT PROPOSED CONSTRUCTION COMPLYING WITH THE REMAINING PROVISIONS OF THIS ARTICLE, DEPICT ALL ELEVATIONS IN COLOR, AND, IN ADDITION, CONFORM TO THE FOLLOWING REQUIREMENTS:

1. USE OF LAND

THE USE OF LOTS SHALL BE LIMITED TO SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

2. MINIMUM YARDS

NO BUILDING SHALL BE LOCATED NEARER TO A PERIMETER BOUNDARY OF A LOT THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT, WHERE NO BUILDING LINE IS DEPICTED ON FOR A REAR YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET TO ANY REAR LOT LINE, WHERE NO BUILDING LINE IS DEPICTED FOR A SIDE YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO ANY SIDE LOT LINE. NOTWITHSTANDING THE ABOVE, NO BUILDING SHALL ENCROACH UPON ANY EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT.

3. FLOOR AREA

NO ONE STORY RESIDENCE HAVING LESS THAN 2400 SQUARE FEET OF LIVING AREA SHALL BE ERECTED ON ANY LOT. NO MULTIPLE STORY RESIDENCE HAVING LESS THAN 2600 SQUARE FEET OF TOTAL LIVING AREA, WITH 1800 SQUARE FEET ON THE FIRST FLOOR, SHALL BE ERECTED ON ANY LOT.

Final Plat Iron Horse Ranch

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4)
SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST,
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 4-1-08 by the City
Council of the City of Broken Arrow,
Oklahoma.
By
Wade McCale Sr
Attest: City Clerk 9-19-08

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	* 1	650.00	MH12	655.1
	* 2	648.00	MH12	655.1
	* 3	647.00	MH12	655.1
	* 4	646.00	MH11	651.7
	* 5	645.75	MH76	648.2
	* 6	645.35	MH76	648.2
	7	646.30	LH	643.7
	8	647.40	LH	643.4
	9	650.10	LH	643.4
	* 10	633.30	MH14	636.2
	* 11	636.10	MH14	636.2
	* 12	639.80	LH	643.7
	* 13	640.85	MH10	646.6
	* 14	640.85	MH10	646.6
	15	640.75	MH9	631.4
	16	639.80	MH8	628.1
	17	637.80	MH7	625.5
	18	634.70	MH7	625.5
	19	633.10	MH6	625.7
2	1	654.00	MH22	652.3
	2	654.50	MH22	652.3
	3	654.00	MH22	652.3
	* 4	653.10	MH22	652.3
	5	652.50	MH21	650.9
	6	652.00	MH21	650.9
	* 7	651.40	MH21	650.9
	* 8	650.80	MH21	650.9
	* 9	650.50	MH21	650.9
	* 10	650.50	LH	655.9
	* 11	649.20	MH18	655.9
	* 12	649.40	MH17	652.2
	* 13	647.30	MH17	652.2
	* 14	643.60	MH17	652.2
	* 15	640.40	MH16	642.3
	16	638.50	MH2	620.7
	17	637.80	MH2	620.7
	18	636.80	MH3	622.0
	19	634.05	MH3	622.0
	20	632.45	MH3	622.0
	21	632.40	MH4	622.5
	22	634.45	MH5	623.8
	23	634.90	MH5	623.8
	24	634.40	MH5	623.8
3	* 1	652.50	MH22	652.3
	* 2	652.50	MH22	652.3
	* 3	652.10	MH22	652.3
	* 4	651.90	MH22	652.3
	* 5	651.30	MH21	650.9
	* 6	650.70	MH21	650.9
	* 7	650.10	MH21	650.9
	* 8	649.50	MH21	650.9
	* 9	649.50	MH21	650.9
	* 10	637.70	MH25	638.7
	* 11	635.30	MH25	638.7
	* 12	634.70	MH24	635.5
	* 13	638.40	MH24	635.5
	* 14	637.70	MH24	635.5
	* 15	637.70	MH24	635.5
	* 16	636.75	MH24	635.5
4	1	637.40	MH30	624.2
	2	636.70	MH30	624.2
	3	636.10	MH29	622.3
	4	635.60	MH28	621.6
	5	635.10	MH28	621.6
	6	634.50	MH27	622.1
	7	633.90	MH27	622.1
	8	633.60	MH41	632.4
	* 9	633.40	MH43	635.5
	* 10	634.50	MH44	642.1
	* 11	635.10	MH44	642.1
	* 12	635.85	MH44	642.1
	* 13	636.70	MH45	644.2
	* 14	637.50	MH45	644.2

* THESE LOTS REQUIRE A BACKFLOW
PREVENTOR VALVE.

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
5	1	637.50	MH31	625.3
	2	635.80	MH32	624.4
	3	635.70	MH32	624.4
	4	636.50	MH32	624.4
	5	635.80	MH33	624.1
	6	633.80	MH33	624.1
	7	633.90	MH34	622.8
	* 8	634.80	MH35	640.8
	* 9	637.80	MH35	640.8
10	1	* 643.30	MH53	643.9
	2	* 641.10	MH54	640.3
	3	* 638.50	MH54	640.3
	4	* 637.20	MH54	640.3
	5	* 637.10	MH54	640.3
	6	* 638.85	MH55	640.8
	7	* 643.60	MH55	640.8
	8	* 645.90	MH55	640.8
	9	* 646.80	MH54	640.3
	10	* 642.10	MH55	640.8
	* 11	644.10	MH36	649.5
	* 12	646.15	MH36	649.5
	* 13	648.10	MH36	649.5
	* 14	650.10	MH36	649.5
	* 15	651.30	MH37	655.7
	* 16	652.65	MH37	655.7
11	1	* 649.70	LH	649.3
	2	* 647.10	MH71	648.1
	3	* 645.60	MH71	648.1
	4	* 645.60	MH71	648.1
	5	* 645.60	MH71	648.1
	6	* 646.20	MH70	648.3
	7	* 647.50	MH72	642.2
	8	* 646.60	MH52	642.0
	9	* 646.65	MH52	642.0
	10	* 644.70	MH52	642.0
	11	* 643.95	MH52	642.0
	* 12	646.25	MH57	649.8
	* 13	645.90	MH57	649.8
	* 14	646.70	MH57	649.8
	* 15	647.60	MH57	649.8
12	1	* 655.30	MH75	654.9
	2	* 653.20	MH75	654.9
	3	* 652.40	MH75	654.9
	4	* 653.20	MH75	654.9
	5	* 653.40	MH75	654.9
	6	* 651.00	MH74	650.7
	7	* 648.10	MH75	654.9
	8	* 649.20	MH75	654.9
	9	* 651.20	MH75	654.9
	10	* 653.80	MH75	654.9
13	1	* 651.50	MH49	656.0
	2	* 652.50	MH49	656.0
	3	* 653.20	MH49	656.0
	4	* 653.90	MH49	656.0
	5	* 654.60	MH50	656.3
	6	* 655.30	MH50	656.3
	7	* 656.00	MH50	656.3
	8	* 655.80	MH50	656.3
	9	* 653.60	MH50	656.3
	10	* 660.00	MH50	656.3
	11	* 660.10	MH50	656.3
	12	* 659.30	MH50	656.3
	13	* 658.60	MH50	656.3
	14	* 657.90	MH50	656.3
	15	* 657.20	MH49	656.0
	16	* 656.40	MH49	656.0
	17	* 655.70	MH49	656.0

* THESE LOTS REQUIRE A BACKFLOW
PREVENTOR VALVE.

Benchmark 1 ♦

3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-
STAMPED "BA 9", SET N.W. OF THE
INTERSECTION OF E. 131ST ST. AND
S. 193RD E. AVE.

N: 5035.19 E: 23407.39
ELEVATION= 649.43 (NAVD 1988)

PREVENTOR VALVE.

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