





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.  
Wade, M. Cable Jr.  
Mayor  
Attest: City Clerk Mary E. Bryner  
9-19-08

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, HERINAFTER 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 1321.88 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE W/2 SE/4; THENCE SOUTH 0°24'44" EAST ALONG THE EASTERLY 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 "UIE" 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 6 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 ITS 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

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

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 FRONTAGE 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 FUNCTION 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 MEDIANS 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 "FIE" 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.

4. BUILDING HEIGHT

MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED THIRTY FIVE (35') IN HEIGHT.

5. GARAGES

EVERY RESIDENCE SHALL HAVE A GARAGE CONTAINING SPACE FOR AT LEAST TWO (2) AUTOMOBILES. GARAGES ON CORNER LOTS SHALL BE AT LEAST 25 FEET FROM THE EDGE OF THE CURB FOR ENTRY.

6. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED. NO RAILROAD TIE BEAMS PERMITTED, NO EXCEPTIONS.

7. MASONRY

ALL STREET FACING EXTERIOR DWELLING WALLS SHALL BE ONE HUNDRED PERCENT (100%) BRICK, BRICK VENEER, STONE, STONE VENEER, OR STUCCO BELOW THE SECOND FLOOR OF THE DWELLING, PROVIDED THAT THE EXTERIOR OF ANY REAR ELEVATION OR SIDE FACING DWELLING WALL NOT FACING A STREET MAY BE 85% BRICK, BRICK VENEER, STONE, STONE VENEER, OR STUCCO BELOW THE SECOND FLOOR. ABOVE THE FIRST FLOOR ELEVATION MAY BE CONSTRUCTED OF WOOD, MASONITE OR A COMPARABLE SIDING PRODUCT. THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SUCH EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SUCH EXTERIOR WALLS.

8. WINDOWS

ALL WINDOWS SHALL BE WOOD WINDOWS, VINYL WINDOWS OR METAL-CLAD WOOD. NO MILL FINISHES SHALL BE PERMITTED.

9. ROOF MATERIALS

ALL ROOFS SHALL BE COVERED WITH ROOFING MATERIAL HAVING A THIRTY (30) YEAR OR MORE RATING (SUCH AS "TANCO HERITAGE THIRTY WEATHERED WOOD"), OR SLATE OR TILE IF APPROVED BY THE ARC. ANY WAIVER OF THIS RESTRICTION BY THE ARC MUST BE DATED AND IN WRITING. ALL ROOF FLASHING AND VALLEYS SHALL BE MADE OF BRONZE, COPPER OR PAINTED MATERIAL. ALL ROOF VENTS ARE TO BE PAINTED TO BLEND IN WITH THE COLOR OF THE ROOFING MATERIAL.

10. DRIVEWAYS

THE DRIVEWAYS FOR ALL RESIDENCES WITHIN IRON HORSE RANCH SHALL BE CONSTRUCTED OF CONCRETE.

11. FENCING

THE STANDARD FENCING FOR ALL DWELLINGS SHALL BE SOLID 6 FOOT HIGH WOOD FENCING WITH A SOLID 2"x6" CAP OF WOOD. SPECIFICALLY NO "DOG EAR" FENCING SHALL BE PERMITTED. THE LOCATION, TYPE AND STYLE OF ALL FENCES MUST BE APPROVED BY THE ARC AND SHALL BE OF UNIFORM CONSTRUCTION AND UNIFORM HEIGHT MEASURED AT THE TOP OF THE FENCE. FENCES LOCATED IN A YARD OTHER THAN FRONT YARD SHALL NOT EXCEED 6 FEET IN HEIGHT AND SHALL BE LOCATED NO CLOSER TO THE STREET THAN THE BUILDING SET BACK LINE LOCATED ON THE LOT. FENCES LOCATED IN THE FRONT YARD THAT ARE CONNECTED TO THE BACKYARD FENCING SHALL NOT EXCEED 6 FEET IN HEIGHT SHALL BE SOLID IN NATURE AND MUST BE APPROVED BY THE ARC FOR VARIATIONS. NO LOT SHALL BE USED, DEVELOPED AND OR FENCED IN SUCH A MANNER SO AS TO CREATE AN ADDITIONAL YARD AREA FOR AN ADJOINING LOT WITHOUT THE WRITTEN CONSENT OF THE ARC.

12. SWIMMING POOLS

NO SWIMMING POOLS SHALL BE CONSTRUCTED IN FRONT YARDS. NO ABOVE-GROUND POOLS SHALL BE PERMITTED

13. REFUSE

NO GARBAGE OR TRASH SHALL BE KEPT, MAINTAINED OR CONTAINED IN ANY LOT SO AS TO BE VISIBLE FROM ANOTHER LOT. NO INCINERATORS SHALL BE KEPT OR MAINTAINED ON ANY LOT. NO REFUSE PILE, GARBAGE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED, ACCUMULATED OR SUFFERED TO REMAIN ANYWHERE ON A LOT. ALL REFUSE RECEPTACLES WITHIN IRON HORSE RANCH SHALL BE FULLY ENCLOSED FROM STREET VIEW. NO CURBSIDE PICK-UP OF REFUSE SHALL BE PERMITTED.

14. MAILBOXES

THE MAILBOX FOR EACH LOT SHALL BE AS DESIGNATED BY THE ARC, AND SHALL BE UNIFORM FOR THE ENTIRE SUBDIVISION.

15. DRAINAGE

EVERY LOT MUST BE FINE-GRADED TO PROVIDE POSITIVE DRAINAGE FROM THE LOT AND PURSUANT TO THE ENGINEER'S ORIGINAL GRADING PLAN. MANHOLES ON THE LOT MUST BE KEPT AT GRADE OR ADJUSTED TO REMAIN ACCESSIBLE TO THE CITY.

16. OFFSITE BUILDINGS

NO PRE-EXISTING OR OFF-SITE BUILT BUILDINGS MAY BE MOVED ONTO ANY LOT. ALL OUT BUILDINGS OF ANY NATURE MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC) AND SHALL BE CONSTRUCTED ONSITE.

17. ROOF PITCH

HOMES SHALL HAVE A ROOF PITCH OF AT LEAST 8/12 ON 75% OF THE ROOF AREA. NO ROOF PITCH OF LESS THAN 8/12 SHALL BE PERMITTED EXCEPT FOR COVERED PORCHES OR PATIOS.

18. LANDSCAPE

ALL LOTS SHALL BE PROFESSIONALLY LANDSCAPED ON THE FRONT AND STREET FACING SIDE ELEVATIONS UPON COMPLETION OF THE HOME. ALL FRONT, SIDE AND BACK YARDS SHALL BE FULLY SODDED UPON COMPLETION OF THE HOME. ALL YARD AND LANDSCAPE AREAS SHALL BE FULLY IRRIGATED. EACH LOT UPON COMPLETION OF CONSTRUCTION SHALL HAVE A MINIMUM OF TWO TREES PLANTED IN THE FRONT YARD THAT ARE A MINIMUM OF 2.5" CALIPER EACH. LANDSCAPE PLANS MUST BE APPROVED BY THE ARC.

19. CHIMNEYS

ALL FIREPLACE CHIMNEYS ON THE STREET SIDE SHALL BE VENEERED WITH BRICK, STONE OR STUCCO ON ALL SIDES AND HAVE A PAINTED METAL OR CLAY CAP APPROVED BY THE ARC.

20. ANTENNAS

NO ANTENNAS SHALL BE PERMITTED EXCEPT A 20 INCH SATELLITE DISH, THE LOCATION OF WHICH SHALL BE APPROVED BY THE ARC.

21. SIGNAGE

EXCEPT FOR CUSTOMARY AND USUAL "FOR SALE" SIGNS AND CUSTOMARY AND USUAL NAME AND ADDRESS SIGNS, NO SIGN OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY PART OF ANY LOT, OR ON ANY STRUCTURE EXCEPT WITH THE WRITTEN CONSENT OF THE ARC.



# 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.  
Mayor Wade McCallister  
Attest: City Clerk Mary E. Ryce  
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	LHb	643.7
	8	647.40	LHa	643.4
	9	650.10	LHa	643.4
	* 10	633.30	MH14	636.2
	* 11	636.10	MH14	636.2
	* 12	639.80	LHb	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	LHc	655.9
	* 11	649.20	MH18	655.9
	* 12	649.20	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
3	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
	* 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	641.50	MH25	638.7
	* 10	637.70	MH25	638.7
	* 11	635.30	MH25	638.7
	* 12	634.70	MH24	635.5
	* 13	636.40	MH24	635.5
	14	637.70	MH24	635.5
	15	637.70	MH24	635.5
4	16	636.75	MH24	635.5
	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	642.10	MH35	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	
	* 17	654.80	MH37	655.7	
6	* 1	640.20	MH52	642.0	
	* 2	636.60	MH52	642.0	
	* 3	635.10	MH52	642.0	
	* 4	635.35	MH52	642.0	
	* 5	636.80	MH52	642.0	
	* 6	639.70	LHd	642.2	
	7	647.50	LHd	642.2	
	8	646.60	MH52	642.0	
	9	645.65	MH52	642.0	
	10	644.70	MH52	642.0	
	11	643.95	MH52	642.0	
	7	* 1	646.25	MH57	649.8
		* 2	645.90	MH57	649.8
		* 3	646.70	MH57	649.8
		* 4	647.60	MH57	649.8
	8	* 1	656.50	MH38	657.1
		* 2	657.10	MH38	657.1
* 3		657.80	MH38	657.1	
* 4		659.00	MH39	660.9	
* 5		659.70	MH39	660.9	
* 6		660.90	MH39	660.9	
* 7		661.60	MH39	660.9	
* 8		661.70	MH39	660.9	
* 9		661.50	MH40	664.4	
* 10		661.60	MH40	664.4	
9	11	659.40	MH67	657.4	
	* 12	656.60	MH67	657.4	
	* 13	654.50	MH67	657.4	
	* 14	652.60	MH67	657.4	
	* 15	651.70	MH67	657.4	
	16	651.10	MH66	645.7	
	17	650.30	MH66	645.7	
	1	648.30	MH66	645.7	
	2	646.70	MH65	637.2	
	3	645.70	MH65	637.2	
	4	645.70	MH64	635.0	
	5	646.20	MH64	635.0	
	6	646.80	MH63	632.5	
	7	646.80	MH63	632.5	
	8	645.30	MH63	632.5	
	9	640.10	MH62	629.5	
10	638.40	MH62	629.5		
11	637.80	MH61	626.5		
12	637.80	MH61	626.5		
13	638.90	MH61	626.5		
14	640.00	MH60	627.2		
15	640.30	MH60	627.2		
16	640.00	LHF	632.7		

\* THESE LOTS REQUIRE A BACKFLOW  
PREVENTOR VALVE.

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
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	646.30	MH54	640.3
	11	645.20	MH54	640.3
	12	645.20	MH54	640.3
	13	646.10	MH54	640.3
	14	649.60	MH53	643.9
	15	651.10	MH53	643.9
11	1	* 649.70	LHe	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	MH71	648.1
	7	* 646.30	MH70	648.3
	8	* 642.60	MH70	648.3
	9	650.10	MH70	648.3
	10	652.60	MH70	648.3
	11	653.50	MH71	648.1
	12	652.80	MH71	648.1
	13	652.40	MH71	648.1
	14	652.40	MH71	648.1
	15	652.10	LHe	649.3
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. S. AND  
S. 193RD E. AVE.

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

## Benchmark 2

5/8" REBAR-1 1/2" ALUMINUM CAP-  
FLUSH-STAMPED "BA 14", SET S.E.  
OF THE INTERSECTION OF E. 121ST ST.  
S. AND S. GARNETT AVE.

N: 10309.33 E: -2987.85  
ELEVATION= 618.73 (NAVD 1988)

## 22. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

## 23. COMMERCIAL STRUCTURES

NO COMMERCIAL STRUCTURES SHALL BE ERRECTED, MAINTAINED OR OPERATED ON ANY LOT EXCEPT FOR REAL ESTATE SALES, MANAGEMENT AND CONSTRUCTION OFFICES, WHICH MAY, WITH THE PRIOR WRITTEN CONSENT OF THE DEVELOPER, BE ERRECTED, MAINTAINED AND OPERATED ON ANY LOT OR IN ANY BUILDING OR STRUCTURE NOW OR HEREAFTER ERRECTED ON ANY LOT, PROVIDED THE OFFICES ARE USED SOLELY IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY OR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY, OR THE MANAGEMENT, RENTAL OR SALE OF ANY PART OF THE PROPERTY, OR OF IMPROVEMENTS NOW OR HEREAFTER ERRECTED THEREON AND PROVIDED THAT SUCH OFFICES SHALL BE REMOVED UPON COMPLETION OF SALES OR CONSTRUCTION AS THE CASE MAY BE.

## 24. VEHICLES

RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS.

## 25. CLOTHESLINE

NO EXTERIOR CLOTHES DRYER OR CLOTHES DRYING LINE SHALL BE ERRECTED, INSTALLED OR MAINTAINED ON ANY LOT OR ON ANY STRUCTURE THEREON.

## 26. EXTERIOR

RESIDENCES WITH THE IDENTICAL FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.

## 27. LOT SPLITS

NO LOT WITHIN THE SUBDIVISION SHALL BE FURTHER DIVIDED OR LOT SPLIT WITHOUT APPROVAL OF ARC AND CITY OF BROKEN ARROW, OKLAHOMA, AS REQUIRED BY LAW.

## SECTION III. SET-BACK FROM STREETS

NO BUILDING, STRUCTURE, OR PART THEREOF SHALL BE ERRECTED OR MAINTAINED ON ANY LOT IN IRON HORSE RANCH BROKEN ARROW EXCEPT IN COMPLIANCE WITH THE SET-BACK LINES SET FORTH ON THE FACE OF THE PLAT.

## SECTION IV. HOMEOWNERS' ASSOCIATION

### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN IRON HORSE RANCH (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE PRIVATE STREETS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF IRON HORSE RANCH.

### 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 MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

### C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS.

## SECTION VII. 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 DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, 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. THE PRIVATE RESTRICTIONS AND COVENANTS SET FORTH IN SECTION II, SHALL INURE TO THE BENEFIT OF EACH OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL