

Preliminary Plat PUD-315

Estates at Lynn Lane

OWNER:
Oklahoma Land Investments Co, LLC
& Memorial Drive, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
JOHN DAVIS, MANAGER
2219 E. Skelly Dr.,
Tulsa, Oklahoma 74105
Phone: (918)749-1636

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
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5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Location Map

SUBDIVISION CONTAINS:

STREET
RECEIVED
October 14, 2020
BROKEN ARROW
COMMUNITY DEVELOPMENT

PL.	APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
	<hr/> Mayor
	<hr/> Attest: City Clerk

Estates at Lynn Lane
CASE NO. PT00-000
DEVELOPMENT NO. 00-000
SHEET 1 OF 3

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°14'43" EAST.

DATE OF PREPARATION: October 14, 2020

Preliminary Plat PUD-315

Estates at Lynn Lane

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWENTY-FOUR (24)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT OKLAHOMA LAND INVESTMENTS COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND MEMORIAL DRIVE, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) 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 NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 24; THENCE NORTH 88°40'55" EAST AND ALONG THE NORTH LINE OF SAID SW/4 FOR A DISTANCE OF 2650.80 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID SW/4; THENCE SOUTH 1°15'32" EAST AND ALONG THE EAST LINE OF SAID SW/4 FOR A DISTANCE OF 1319.54 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE NE/4 SW/4 OF SAID SECTION 24; THENCE SOUTH 88°39'12" WEST AND ALONG THE SOUTH LINE OF SAID NE/4 SW/4 AND ALONG THE SOUTH LINE OF THE NW/4 SW/4 OF SAID SECTION 24 FOR A DISTANCE OF 1724.34 FEET; THENCE NORTH 1°4'55" WEST FOR A DISTANCE OF 330.00 FEET; THENCE SOUTH 88°39'12" WEST FOR A DISTANCE OF 264.00 FEET; THENCE NORTH 1°14'55" WEST FOR A DISTANCE OF 330.25 FEET; THENCE SOUTH 88°40'09" WEST FOR A DISTANCE OF 662.74 FEET TO A POINT ON THE WEST LINE OF THE SW/4 OF SAID SECTION 24; THENCE NORTH 1°14'43" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 660.43 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 2,975.031 SQUARE FEET OR 68.297 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) FOUND 1/2" IRON PIN WITH YELLOW CAP FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (NE/4) OF SECTION 24;
(2) FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 24;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°14'43" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "ESTATES AT LYNN LANE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "ESTATES AT LYNN LANE" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE, LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER/DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF ENFORCING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER/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 "U/E" OR "UTILITY EASEMENT," FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, REMOVE, AND REPLACE WATERLINES, STORM SEWER LINES, AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE RIGHT-OF-WAY OF SOUTH 9TH STREET AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. 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, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (2.5) FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR UTILITY FACILITIES. BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS. SAID RESTRICTIONS ON ALTERATIONS OF GRADE AND LIMITATIONS ON CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DO NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, AND GAS SERVICE AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

D. GAS SERVICE:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE.

2. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF GAS MAINS AND OTHER SERVICE FACILITIES BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS OR FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

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

4. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW, OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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. OTHER USES:

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

H. ACCESS RESTRICTIONS:

1. THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 9TH STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

I. 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. SIDEWALKS WILL BE CONSTRUCTED BY THE OWNER/DEVELOPER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

J. OVERLAND DRAINAGE EASEMENTS:

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL OVERLAND DRAINAGE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT. PROVIDED, HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES THEREIN LOCATED SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE EASEMENT, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE OWNER OF ANY LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER 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, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

ECTION II. RESERVE AREAS

A. ALL RESERVE AREAS:

1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION").

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SAME BY OWNER/DEVELOPER TO THE ASSOCIATION. SEE SECTION IV. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

4. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL RETAINING WALLS AND NEIGHBORHOOD PERIMETER WALLS AND/OR FENCES. ANY SCREENING FENCES OR WALLS ADJACENT TO OR INTEGRATED WITH A RETAINING WALL SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

5. IN THE EVENT THE RESERVE AREA OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

6. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER/DEVELOPER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

B. RESERVE AREAS A AND B:

THESE RESERVE AREAS ARE DESIGNATED TO BE USED FOR OPEN SPACE INCLUDING BUT NOT LIMITED TO ENTRY FEATURES, SIDEWALKS, LANDSCAPING, IRRIGATION, LIGHTING, SUB

Preliminary Plat

PUD-315

Estates at Lynn Lane

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWENTY-FOUR (24)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ESTATES AT LYNN LANE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 315) AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON SEPTEMBER 15, 2020; AND
WHEREAS, PUD NO. 315 WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON SEPTEMBER 15, 2020; 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, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND
WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 315 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:

PUD-315 WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE ("THE ZONING ORDINANCE") AND THE USE AND DEVELOPMENT REGULATIONS OF THE RS-3 SINGLE FAMILY RESIDENTIAL-3 DISTRICT, EXCEPT AS NOTED HEREIN. NOT LESS THAN 60% OF THE LOTS WITHIN PUD-315 SHALL MEET THE MINIMUM LOT SIZE, LOT WIDTH, AND BUILDING SETBACK REQUIREMENTS OF THE RS-3 UNDERLYING ZONING DISTRICT AS DETERMINED DURING THE PLATTING PROCESS.

B. DEVELOPMENT STANDARDS:

1. LAND AREA: GROSS: 68.23 AC

2. PERMITTED USES:

HOUSEHOLD LIVING, DWELLING, SINGLE-FAMILY DETACHED, UTILITIES, STORMWATER DRAINAGE AND DETENTION, NEIGHBORHOOD AMENITIES SUCH AS PARK, PLAYGROUND, RECREATIONAL WATER FEATURES, AND BUILDINGS OR STRUCTURES, OPEN SPACE, TRAILS, ENTRY FEATURES, LANDSCAPING, PROJECT SIGNAGE, FENCES AND WALLS, AND SIMILAR USES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

3. MAXIMUM NUMBER OF LOTS: 270

4. MINIMUM LOT WIDTH: 55 FT*

* LOTS WITH FRONTOAGE ON STREET CURVES ARE EXEMPT FROM LOT WIDTH REQUIREMENTS, PROVIDED THE SAME SHALL HAVE AT LEAST 30 FT OF FRONTOAGE, MEET THE MINIMUM LOT WIDTH REQUIREMENT AT THE FRONT BUILDING SETBACK LINE AND MEET THE MINIMUM LOT AREA.

5. MINIMUM LOT AREA: 6500 SF

6. MAXIMUM LOT COVERAGE: 60% INTERIOR / 65% CORNER LOTS**

7. MINIMUM LIVABILITY OPEN SPACE PER DWELLING 3000 SF**

** MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF 60% INTERIOR / 65% CORNER LOTS OR THE AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS FOR THE LOT. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT USED FOR PARKING OR DRIVES, MAY BE LOCATED ON A LOT OR CO-LOCATED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D OF THE BROKEN ARROW ZONING ORDINANCE.

8. MAXIMUM BUILDING HEIGHT: 2 STORIES
NOT TO EXCEED 35 FT

9. MINIMUM BUILDING SETBACKS:

FRONT YARD 25 FT
YARD ABUTTING A SECOND STREET WITH NO VEHICULAR ACCESS 20 FT
REAR YARD ABUTTING 9TH STREET LANDSCAPE RESERVE 25 FT
REAR YARD NOT ABUTTING 9TH STREET LANDSCAPE RESERVE 20 FT
SIDE YARD 5 FT

10. MINIMUM PARKING: 2 CAR GARAGE
AND 2 CARS WITHIN STANDARD DRIVEWAY

11. LANDSCAPING, TREES, SCREENING, AND FENCING:

LANDSCAPING FOR THE PROJECT WILL EXCEED THE MINIMUM REQUIREMENTS OF SECTION 5.2 OF THE ZONING ORDINANCE. PART OF THE LANDSCAPE PLAN FOR THE PROJECT, A TEN FOOT (10 FT) WIDE LANDSCAPED RESERVE AREA WILL BE PROVIDED ADJACENT TO THE EAST RIGHT-OF-WAY LINE ALONG 9TH STREET. AN OPAQUE FENCE WILL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE ALONG AND WITHIN THE EAST SIDE OF THE LANDSCAPED RESERVE AREA. THE LANDSCAPED RESERVE AREA WILL HAVE LARGE TREES PLANTED AT A RATIO OF ONE LARGE TREE PER THIRTY LINEAR FEET (30 LF) OF PROPERTY FRONTOAGE. IF THERE ARE ANY OVERHEAD POWER LINES THAT CAUSE A CONFLICT WITH THE LARGE TREES, SMALL TREES MAY BE USED. ALL FENCING, IRRIGATION, AND LANDSCAPING IN THE LANDSCAPED RESERVE AREA WILL BE MAINTAINED BY THE MANDATORY PROPERTY OWNERS' ASSOCIATION. ANY LANDSCAPING THAT FAILS WILL BE REPLACED IN ACCORDANCE WITH THE ZONING ORDINANCE.

ONE (1) LARGE SPECIES TREE WILL BE INSTALLED IN THE FRONT YARD OF ALL LOTS IN ESTATES AT LYNN LANE. THEREAFTER, THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO MAINTAIN AT LEAST ONE (1) LARGE TREE IN THE FRONT YARD OF ITS LOT. ALL REQUIRED TREES SHALL BE AT LEAST TWO INCHES (2 IN) IN CALIPER AT THE TIME OF INSTALLATION. LARGE TREE SPECIES ARE LISTED IN ZONING ORDINANCE SECTION 5.2.B.4.A.

12. OPEN SPACE:

APPROXIMATELY NINE AND A HALF ACRES (9.5 AC) OF GREEN SPACE WILL BE RETAINED WITHIN THE PROJECT, PRIMARILY ALONG THE FARM POND IN THE SOUTH-CENTRAL PART OF THE PROPERTY, AND OVERLAND DRAINAGE RESERVE AREAS CONNECTED THERETO. THE OPEN SPACE SURROUNDING THE POND, WHICH WILL BE ENHANCED TO SERVE AS ONSITE STORMWATER DETENTION, WILL ALSO SERVE AS A NEIGHBORHOOD PARK.

13. PEDESTRIAN ACCESS:

SIDEWALKS WILL BE CONSTRUCTED ALONG SOUTH 9TH STREET AND ON BOTH SIDES OF THE INTERIOR STREETS WITHIN THE PROJECT IN ACCORDANCE WITH THE LAND SUBDIVISION CODE. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLING THE SIDEWALK ALONG 9TH STREET AND ALONG ALL RESERVE AREAS THAT ABUT A STREET.

14. SIGNS:

NEIGHBORHOOD IDENTIFICATION SIGNAGE WILL BE INSTALLED IN A FENCE/LANDSCAPE EASEMENT OR RESERVE AREA AT THE MAIN ENTRANCE ON SOUTH 9TH STREET. ALL NEIGHBORHOOD SIGNAGE WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION. CONCEPTUAL PLANS FOR THIS SIGNAGE HAVE NOT BEEN PREPARED AT THE TIME OF THIS PUD WAS SUBMITTED; HOWEVER, SUCH SIGNAGE SHALL COMPLY WITH THE STANDARDS OF THE ZONING ORDINANCE.

15. SOUTH 9TH STREET:

RIGHT-OF-WAY FOR SOUTH 9TH STREET WILL BE DEDICATED, AS NECESSARY, DURING THE PLATTING TO COMPLY WITH THE CITY OF BROKEN ARROW MAJOR STREET AND HIGHWAY PLAN. IT IS PRESENTLY DESIGNATED A SECONDARY ARTERIAL.

16. PROJECT STREETS:

INTERIOR STREETS AND THE ACCESS POINT ONTO SOUTH 9TH STREET WILL MEET THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE LAND SUBDIVISION CODE. ONE (1) STUB STREET FOR FUTURE CONNECTIVITY WILL BE PROVIDED TO THE SOUTH AS PROVIDED IN SECTION 4.1. "ABUTTING UNSUBDIVIDED LAND" OF THE LAND SUBDIVISION CODE AND ZONING ORDINANCE SECTION 5.3.B.2.A. A CONNECTION TO THE 13TH STREET STUB IN WASHINGTON LANE II TO THE NORTH IS SHOWN ON THE CONCEPTUAL SITE PLAN. IF REQUIRED TO MEET FIRE CODE REQUIREMENTS FOR ACCESS, FINAL DESIGN WILL BE DETERMINED IN CONCERT WITH THE CITY OF BROKEN ARROW PLANNING COMMISSION. PROVIDED ALL OTHER REQUIREMENTS FOR EXISTING 9TH STREET WILL BE DETERMINED IN CONCERT WITH THE CITY OF BROKEN ARROW; HOWEVER, BECAUSE EAST 96TH STREET WAS BUILT ONLY TO COUNTY STANDARDS, AND NOT CITY STANDARDS, AND SUCH STREET RUNS STRAIGHT THROUGH A LARGE LOT NEIGHBORHOOD FOR ONE-HALF MILE WITHOUT ANY TRAFFIC CALMING FEATURES, IF PERMITTED BY THE BROKEN ARROW FIRE CODE, EAST 96TH STREET WILL BE GATED FOR EMERGENCY USE ONLY.

17. SIDEWALKS:

SIDEWALKS WILL BE EXTENDED ALONG SOUTH 9TH STREET AS WELL AS THE SIDES OF ALL INTERIOR STREETS IN ACCORDANCE WITH BROKEN ARROW LAND SUBDIVISION CODE. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLING THE SIDEWALK ALONG 9TH STREET AND ALONG ALL RESERVE AREAS THAT ABUT A STREET.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION:

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN "ESTATES AT LYNN LANE" (REFERRED TO HEREIN AS THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"). THE ASSOCIATION HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN "ESTATES AT LYNN LANE" AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, MAINTAINING ANY OTHER FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF SAID SUBDIVISIONS.

B. MEMBERSHIP:

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

C. COVENANT FOR ASSESSMENTS:

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS:

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

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION:

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

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION, AND SEVERABILITY, ARE CERTAIN COVENANTS, AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V., WHETHER OR NOT SPECIFICALLY THEREIN STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNER OF ANY LOT OR RESERVE AREA WITHIN "ESTATES AT LYNN LANE" SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT WITHIN "ESTATES AT LYNN LANE", THE HOMEOWNERS' ASSOCIATION, OR ANY OTHER BENEFICIARY AS SPECIFIED WITHIN THE CONCERNED SECTION HEREOF TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT WITHIN "ESTATES AT LYNN LANE", WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THE COVENANTS CONTAINED IN SECTION IV. HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS, AND ASSIGNS, AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID DURATION PROVISIONS.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I., II., AND V. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE, AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD-315 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS WITHIN SECTION IV. AND WITHIN ANY OTHER PART HEREOF WHICH DID NOT ORIGINALLY REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN "ESTATES AT LYNN LANE" WITHOUT APPROVAL FROM THE CITY OF BROKEN ARROW. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY:

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

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF _____, 2021.

OKLAHOMA LAND INVESTMENTS COMPANY, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
[NAME] [TITLE]

MEMORIAL DRIVE, LLC.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
[NAME], [TITLE]

STATE OF OKLAHOMA)
) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF OKLAHOMA LAND INVESTMENTS COMPANY, LLC TO THE FOREGOING INSTRUMENT, AS ITS _____, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF OKLAHOMA LAND INVESTMENTS COMPANY, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

STATE OF OKLAHOMA)
) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF MEMORIAL DRIVE, LLC. TO THE FOREGOING INSTRUMENT, AS ITS _____, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF MEMORIAL DRIVE, LLC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED HEREIN ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

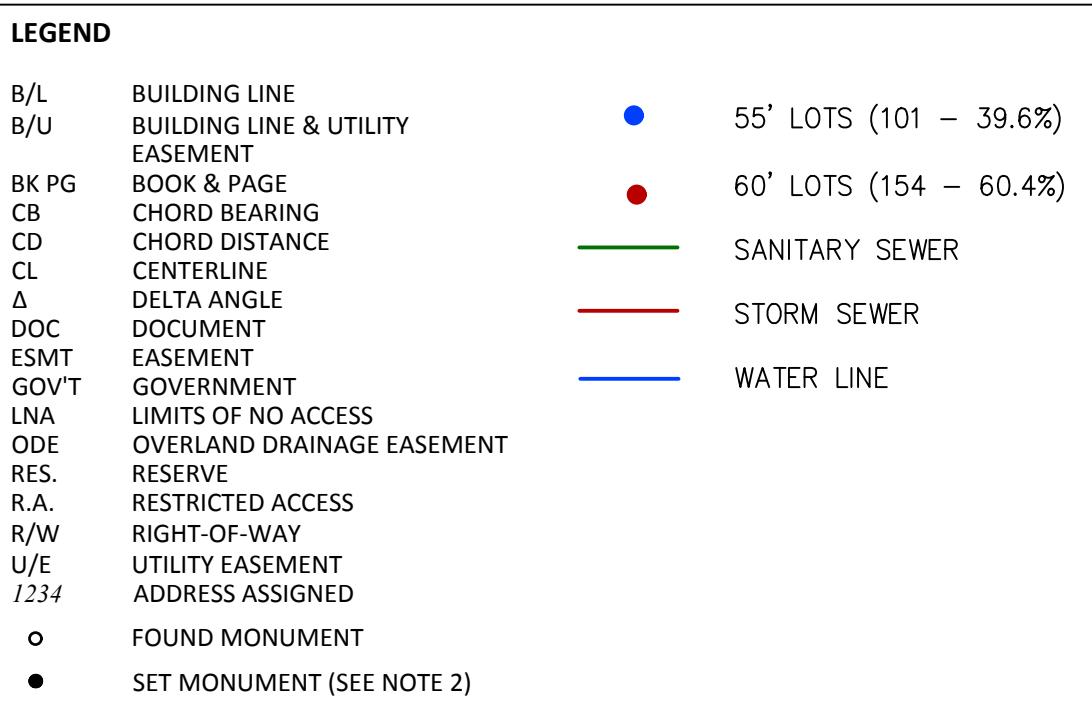
WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2021.

BY: _____
DAN E

Conceptual Utility Plan

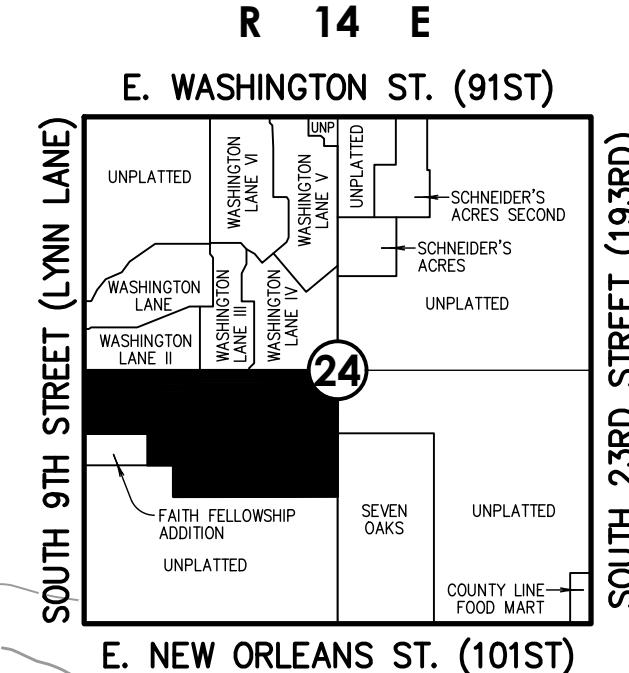
PUD-315

Estates at Lynn Lane



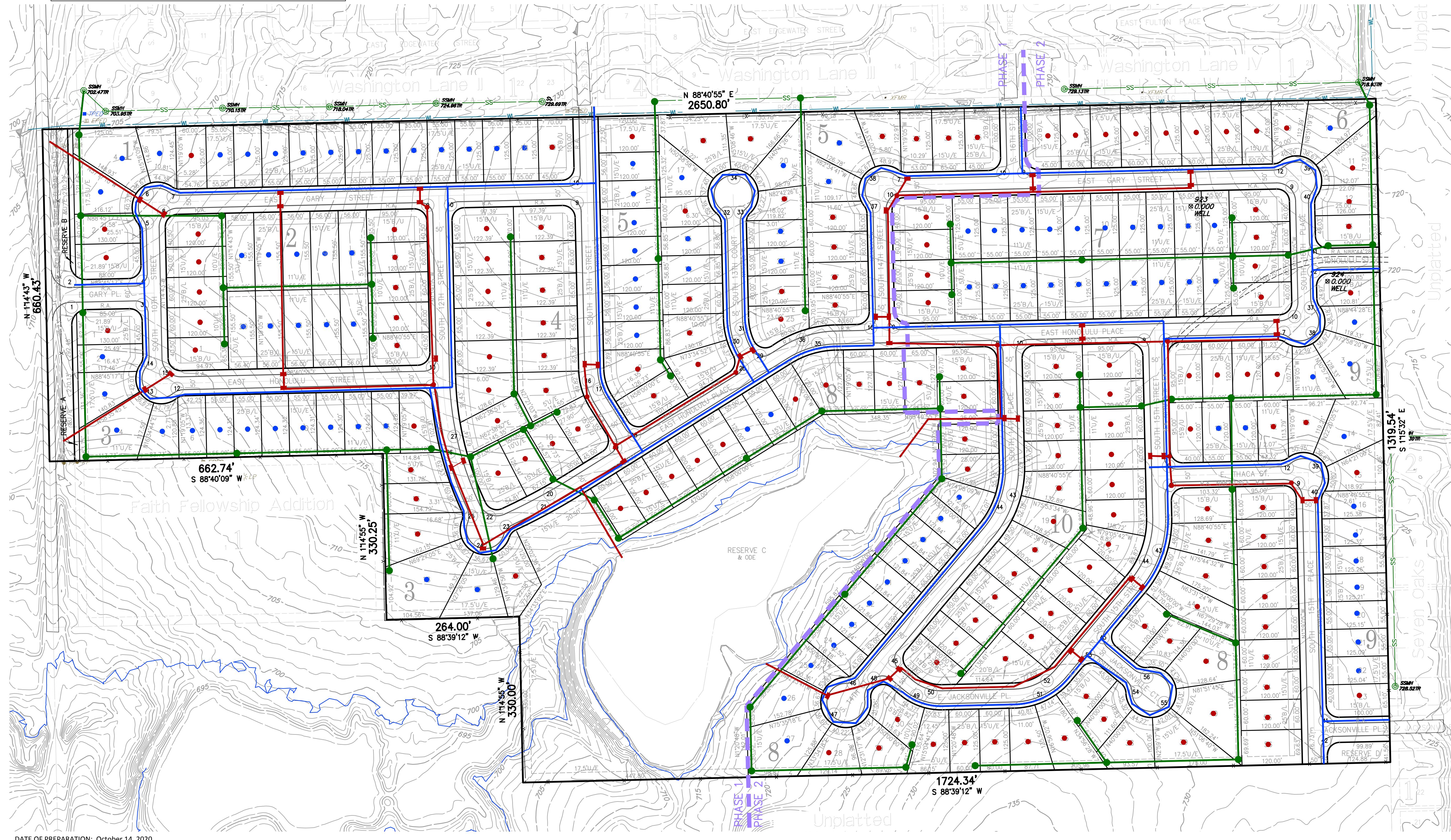
OWNER:
Oklahoma Land Investments Co, LLC & Memorial Drive, L.L.C.
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 JOHN DAVIS, MANAGER
 2219 E. Skelly Dr.,
 Tulsa, Oklahoma 74105
 Phone: (918)749-1636

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
 DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2021
 EMAIL: DAN@TANNERBAITSHOP.COM
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918) 745-9929



Location Map
 Scale: 1" = 2000'

SUBDIVISION CONTAINS:
 TWO-HUNDRED FIFTY-FIVE (255) LOTS
 IN TEN (10) BLOCKS
 WITH FOUR (4) RESERVES
 GROSS SUBDIVISION AREA: 68.297 ACRES



DATE OF PREPARATION: October 14, 2020

RECEIVED
 October 14, 2020
 BROKEN ARROW
 COMMUNITY DEVELOPMENT

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

Estates at Lynn Lane
 CASE NO. P100-000
 DEVELOPMENT NO. 00-000
 SHEET 1 OF 3