

Honey Springs at Battle Creek I

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 94W

KNOW CERTAIN PERSONS BY THESE PRESENTS:

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

A tract of land located within the Northwest Quarter (NW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the NW corner of said NW/4;

Thence S 00°02'55" W, along the west line of said NW/4, a distance of 295.25 feet to the "Point of Beginning";

Thence continuing S 00°02'55" W, along the west line of said NW/4, a distance of 1437.06 feet to the northwest corner of GREENBRIER, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to recorded Plat No. 5761, as filed in the office of the Tulsa County Clerk;

Thence N 90°00'00" E, along the northerly boundary of said GREENBRIER addition (until otherwise noted), a distance of 113.70 feet;

Thence N 49°13'46" E a distance of 132.13 feet;

Thence N 70°43'30" E a distance of 175.52 feet;

Thence N 32°49'55" E a distance of 215.12 feet;

Thence N 73°42'05" E a distance of 243.78 feet;

Thence N 27°18'44" W a distance of 50.64 feet;

Thence N 67°18'13" E a distance of 129.07 feet;

Thence N 60°27'05" E a distance of 50.36 feet;

Thence N 67°18'13" E a distance of 125.00 feet;

Thence N 18°04'30" W a distance of 112.75 feet;

Thence N 73°20'14" E a distance of 110.82 feet;

Thence leaving said northerly boundary of said GREENBRIER, N 16°39'46" W a distance of 121.74 feet;

Thence N 22°47'14" W a distance of 50.29 feet;

Thence N 73°20'14" E a distance of 51.64 feet;

Thence N 13°47'22" W a distance of 138.44 feet;

Thence N 32°35'18" W a distance of 140.84 feet;

Thence N 05°54'32" W a distance of 132.06 feet;

Thence N 00°07'17" E a distance of 467.86 feet to a point on the north line of said Northwest Quarter (NW/4);

Thence N 89°52'43" W, along said north line, a distance of 226.06 feet;

Thence S 00°07'17" W a distance of 138.68 feet;

Thence S 82°03'22" W a distance of 91.01 feet;

Thence S 55°55'03" W a distance of 100.26 feet;

Thence S 80°05'35" W a distance of 126.89 feet;

Thence S 59°58'10" W a distance of 128.87 feet;

Thence S 90°00'00" W a distance of 292.52 feet to the "Point of Beginning".

Said tract contains 1,249,428 square feet or 28.6829 acres

The non-astronomical bearings contained herein are based upon the west line of GREENBRIER, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to recorded Plat No. 5761, as filed in the office of the Tulsa County Clerk.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "Honey Springs at Battle Creek I", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no 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, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the west perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately

preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone and cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

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

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire

hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement ways 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.

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

1.4 Surface Drainage

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

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to North Aspen Avenue and West Dearborn Street within the limits of No Access" (L.N.A.) as depicted on the accompanying plat. The limits of No Access" may be a condition of the subdivision 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.

1.6 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Honey Springs at Battle Creek Homeowners' Association, Inc., formed pursuant to SECTION III - HOMEOWNERS' ASSOCIATION, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the West property boundary of the subdivision within the Fence and Landscape Easement depicted on the accompanying plat. Fencing and walls shall meet the requirements of Section 5.2.E of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.7 Fence, Landscape, and Paving Repair

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

1.8 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "Honey Springs at Battle Creek Homeowners' Association, L.L.C.", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for "Honey Springs at Battle Creek I". There is to be one Homeowners' Association, for Honey Springs at Battle Creek, even though the property may be platted in phases.

1.9 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, drainage, overland drainage, stormwater detention, utilities, parking and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "Honey Springs at Battle Creek I" as set forth within SECTION III - HOMEOWNERS' ASSOCIATION hereof. All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner.

1.10 Retaining Walls

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

1.11 Restrictive Covenants

Additional covenants and restrictions for "Honey Springs at Battle Creek I" are filed, as a separate instrument, in the Tulsa County Clerk's office.

E05
Replace the city with the HOA, the city does not enforce the overland flow between private lots

P06:
The face of the plat refers to D.A.L., please make this consistent within the document.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "HONEY SPRINGS AT BATTLE CREEK I" was submitted as a planned unit development (entitled PUD No. 94W) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on December 1, 2020 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94W was approved by the Broken Arrow Planning Commission on November 5, 2020 and approved by the City of Broken Arrow City Council, on December 1, 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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 Development Standards – (Blocks 1-5):

- 2.1.1 Permitted Uses: Executive Homesites (single family dwellings as permitted in an R-2 District as existing on 1.31.08)
- 2.1.2 Maximum Number of Dwelling Units 175
- 2.1.3 Maximum Density 3.50 DUs/Acres
- 2.1.4 Minimum Lot Size 7,000 sq. ft.
- 2.1.5 Maximum Building Height 2 stories (35 ft.)
- 2.1.6 Minimum Lot Frontage 60 ft. (at building line)*
- 2.1.7 Minimum Lot Depth 110 ft.
- 2.1.8 Minimum Yard if Abutting Public/Private Street 20/25 ft. (private)
- 2.1.9 Side Yard Abutting Public Street 15 ft.**
- 2.1.10 Minimum Rear Yard 20 ft.
- 2.1.11 Minimum Side Yards 5/5 ft.
- 2.1.12 Minimum Yard Abutting Arterial Street 25 ft. (rear or side yard)

* All lots that back up to Block 4 of Greenbrier subdivision shall be a minimum of 65 feet in width at the building line.

** Garage openings shall be permitted on the Side Yard abutting a public street if the Side Yard setback is increased to 20 ft. Setbacks between building lines shall be offset no more than 10 feet.

2.2 Building Materials:

Private Covenants, Conditions & Restrictions (CCR's) shall be filed with Tulsa County concurrently with the Final Plat, which CCR's shall require and describe in detail that the first story exterior walls shall be of at least seventy five

percent (75%) masonry. Vinyl or aluminum siding of any exterior wall is prohibited.

2.3 Detention Easement:

A Detention Access Easement shall be provided adjacent to Lot 1, Block 3 over and across Reserve 'B'.

SECTION III. HOMEOWNERS' ASSOCIATION

3.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Honey Springs at Battle Creek Homeowners' Association, Inc.", a not for profit (the "Association") for the general purposes of the maintenance and ownership of the common areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners' Association. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no assessment shall be made or attach to any lot owned by the Owner/Developer.

3.2. Maintenance

3.2.1 Reserve Areas: The owner of the property associated with the Reserve Areas, and the Fence and Landscape Easement located adjacent to North Aspen Avenue, shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

3.2.2 Fence and Landscape Easement: The owner of the property associated with the Fence and Landscape Easements located adjacent to North Aspen Avenue, shall be responsible for the maintenance of improvements and landscaping within the Fence and Landscape Easement as designated on the plat.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1. Enforcement

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

4.2. Duration

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

4.3. Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as HONEY SPRINGS AT BATTLE CREEK II; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60%) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of "Honey Springs at Battle Creek I".

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

4.5 Lot Owner's Responsibilities

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

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

BC Land Development Company, L.L.C.
an Oklahoma limited liability company

By: David E. Charney, President of
Charney Properties, Inc., as Manager BC
Land Development Company, L.L.C.

State of Oklahoma)
) S.S.
County of Tulsa)

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

Notary Public

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Honey Springs at Battle Creek I", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2025.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886

State of Oklahoma)
) S.S.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2025, by Bobby D. Long.

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

2-Conditional Final Plat Checklist

Group (3)



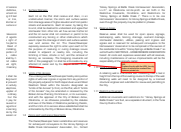
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Date: 2/24/2025 12:57:11 PM
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E01
Distance not needed to be shown the table satisfies the dimension requirement



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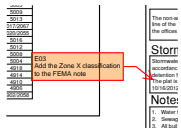
E02
The waterline and a flushing hydrant are show in the plans to be constructed off-site. A U/E will need to be filed and documented on the final plat.



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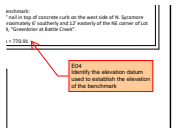
E05
Replace the city with the HOA, the city does not enforce the overland flow between private lots

Jason Comments (2)



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Author: jdickeson
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E03
Add the Zone X classification to the FEMA note



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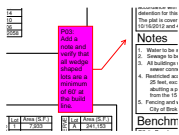
E04
Identify the elevation datum used to establish the elevation of the benchmark

Text Box (6)



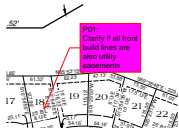
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P04:
Reduce the L3 B3 setback on Aurora Steet to 15' to match L2 B3



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P03:
 Add a note and verify that all wedge shaped lots are a minimum of 60' at the build line.



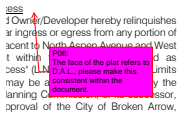
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P01:
 Clarify if all front build lines are also utility easements



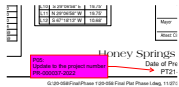
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P02:
 Verify that the stub street is not more than 150' in length.



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P06:
 The face of the plat refers to D.A.L., please make this consistent within the document.



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P05:
 Update to the project number PR-000037-2022