

NINETY ONE - PHASE 4

AN ADDITION TO THE CITY OF BROKEN ARROW,
TULSA COUNTY, OKLAHOMA

A PART OF THE SW/4, SECTION 13, T18N, R14E, I.M.

09-25-2020

RESTRICTED ACCESS
THE BUILDING LINE SETBACK MAY BE REDUCED TO 20' ALONG
STREET FRONTS WITH RESTRICTED ACCESS PROVIDED NO
VEHICULAR ACCESS OCCURS ALONG STREET FRONTAGE. ACCESS
MAY OCCUR WHERE THERE IS RESTRICTED ACCESS, BUT THE
BUILDING LINE SETBACK IS INCREASED TO 25 FEET.

CURRENT OWNER:
RC LYNN LANE, LLC
DAVID FRYE
4058 N. COLLEGE SUITE 300 BOX 9
FAYETTEVILLE, AR 72703
479-455-9090
ENGINEER/SURVEYOR:
CRAFTON TULL
220 E. 8th ST.
TULSA, OK 74119
PH 918.584.0347
CERTIFICATION OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2022

SITE INFORMATION:
ADDRESS 91st St S & LYNN LANE
ZONING RS-3
LOTS 99
BLOCKS 5
AREA 26.28 ACRES
WATER SUPPLY CITY OF BROKEN ARROW
MINIMUM LOT SF (EA) 7000
MINIMUM FRONT BUILDING SETBACK 25 FT
MINIMUM REAR BUILDING SETBACK 20 FT
MINIMUM SIDE SETBACKS 5 FT
MINIMUM FRONT LOT UTILITY ESMT 15 FT
MINIMUM REAR LOT UTILITY ESMT 11 FT
MINIMUM PROPERTY PERIMETER ESMT 17.5 FT

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C2	10.97'	18.00'	34°55'58"	N16° 13' 06"E	10.81'
C3	28.21'	60.00'	26°56'21"	N20° 12' 54"E	27.95'
C4	46.22'	60.00'	44°08'23"	N15° 19' 28"W	45.09'
C5	43.29'	60.00'	41°20'05"	N58° 03' 41"W	42.35'
C6	43.29'	60.00'	41°20'05"	S80° 36' 14"W	42.35'
C7	44.56'	60.00'	42°32'57"	S38° 39' 43"W	43.54'
C8	70.37'	60.00'	67°11'48"	S16° 12' 39"E	66.40'
C9	26.20'	60.00'	25°00'55"	S62° 19' 00"E	25.99'
C10	23.11'	18.00'	73°34'34"	S38° 02' 10"E	21.56'
C11	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C12	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C13	27.63'	183.00'	8°38'59"	N3° 04' 37"E	27.60'
C14	33.11'	183.00'	10°21'56"	N12° 35' 04"E	33.06'
C15	65.73'	233.00'	16°09'52"	N9° 41' 06"E	65.52'
C16	11.84'	233.00'	2°54'44"	N0° 08' 48"E	11.84'
C17	60.93'	183.00'	19°04'36"	S8° 13' 44"W	60.65'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C46	14.09'	31.00'	26°03'01"	S14° 16' 24"E	13.97'
C47	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C48	47.12'	30.00'	90°00'00"	S46° 14' 53"E	42.43'
C49	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C50	47.12'	30.00'	90°00'00"	N46° 14' 53"W	42.43'
C51	47.12'	30.00'	90°00'00"	S43° 45' 07"W	42.43'
C52	39.27'	25.00'	90°00'00"	S46° 14' 53"E	35.36'
C53	125.66'	80.00'	90°00'00"	S46° 14' 53"E	113.14'
C54	39.27'	25.00'	90°00'00"	S46° 14' 53"E	35.36'
C55	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C56	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C57	31.65'	25.00'	72°32'33"	N52° 29' 57"E	29.58'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C18	49.74'	233.00'	12°13'54"	S11° 39' 05"W	49.65'
C19	27.59'	233.00'	6°47'01"	S2° 08' 38"W	27.57'
C20	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C22	39.27'	25.00'	90°00'00"	N46° 14' 53"W	35.36'
C23	20.03'	52.00'	22°04'31"	S73° 49' 16"W	19.91'
C24	14.05'	31.00'	25°58'07"	S75° 46' 03"W	13.93'
C25	43.56'	52.00'	47°59'52"	N71° 08' 33"W	42.30'
C26	53.11'	52.00'	58°31'13"	N17° 53' 01"W	50.83'
C28	13.47'	31.00'	24°53'54"	N11° 12' 04"E	13.37'
C29	11.14'	52.00'	12°16'25"	N17° 30' 49"E	11.12'
C37	39.26'	25.00'	89°58'54"	N46° 14' 20"W	35.35'
C40	39.27'	25.00'	90°00'00"	S43° 45' 07"W	35.36'
C41	14.11'	31.00'	26°04'54"	N78° 12' 26"W	13.99'
C42	31.95'	52.00'	35°12'04"	N82° 46' 01"W	31.45'
C43	39.22'	52.00'	43°12'51"	S58° 01' 31"W	38.30'
C44	45.73'	52.00'	50°23'20"	S11° 13' 26"W	44.27'
C45	12.10'	52.00'	13°19'40"	S20° 38' 04"E	12.07'

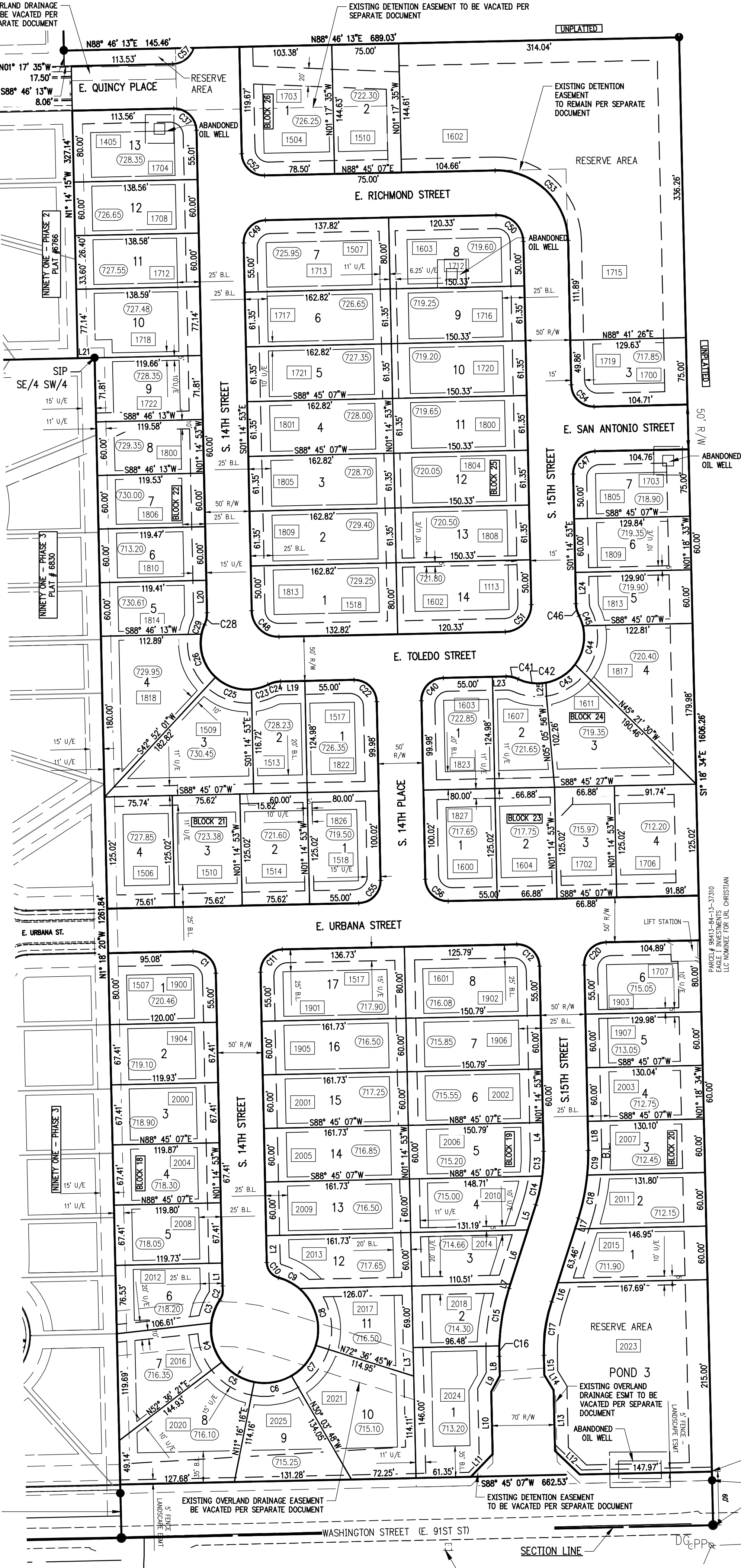
LOT LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.68'	N1° 14' 53"W
L2	30.16'	S1° 14' 53"E
L3	31.89'	N1° 14' 53"W
L4	32.48'	N1° 14' 53"W
L5	29.51'	N17° 46' 02"E
L6	63.46'	N17° 46' 02"E
L7	4.94'	N17° 46' 02"E
L8	21.88'	N1° 19' 05"W
L9	20.00'	N28° 41' 26"E
L10	69.98'	N1° 18' 24"W
L11	35.31'	N43° 43' 17"E
L12	38.23'	S46° 16' 43"E
L13	68.01'	S1° 18' 34"E

LOT LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	20.00'	S31° 18' 34"E
L15	21.88'	S1° 18' 34"E
L16	22.17'	S17° 46' 02"W
L17	12.28'	S17° 46' 02"W
L18	32.48'	S1° 14' 53"E
L19	27.19'	S88° 45' 07"W
L20	36.42'	N1° 14' 53"W
L21	18.94'	N88° 45' 45"E
L23	15.28'	S88° 45' 07"W
L24	35.00'	S1° 14' 53"E
L25	15.15'	N1° 14' 38"W

LOT NOTE:

LOTS 8, 9 AND 10 OF BLOCK 18 AND
LOT 1 OF BLOCK 19 SHALL HAVE
NO ACCESS TO WASHINGTON STREET.

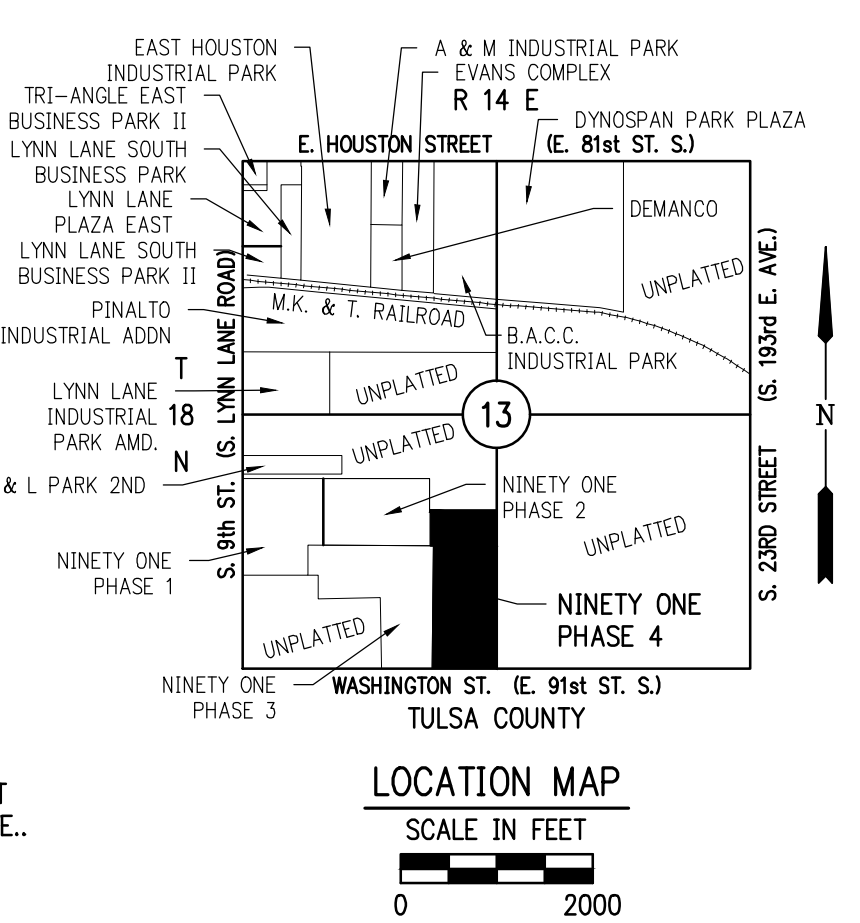
RIGHT OF WAY TO BE
DEDICATED TO THE CITY



NOTE:
BACK FLOW PREVENTER TO
BE ADDED TO ALL LOTS

BENCHMARK

BA 26
OKLAHOMA NORTH ZONE 3501
HORIZONTAL DATUM NAD 83 (1993)
NORTHING: 383229.887
EASTING: 263229.884
VERTICAL DATUM NAVD 1988
ELEV. 670.307'
DESCRIPTION OF BENCHMARK
5/8" REBAR- 1 1/2" ALUMINUM
CAP- FLUSH-STAMPED "BA26", SET
S.E. OF 91ST ST, AND 193RD E. AVE..

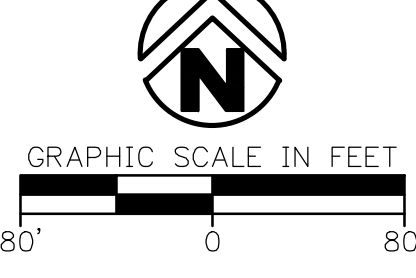


PROPERTY DESCRIPTION

A TRACT OF LAND SITUATE WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW/4)
OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN NORTH (T18N), RANGE FIFTEEN EAST
(R15E) OF THE INDIAN MERIDIAN (I.M.) IN TULSA COUNTY, OKLAHOMA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MAG NAIL FOR THE SOUTHEAST CORNER OF SAID SW/4;
THENCE N1°18'34"W, ALONG THE EAST LINE OF SAID SW/4, A DISTANCE OF 60.00
FEET TO THE POINT OF BEGINNING, PASSING A SET IRON PIN AT 50 FEET;
THENCE S88°45'07"W A DISTANCE OF 662.53 FEET;
THENCE ALONG THE EXTERIOR BOUNDARY OF NINETY-ONE, PHASE 3 ACCORDING TO
THE RECORDED PLAT THEREOF THE FOLLOWING TWO (2) COURSES:
1. N1°18'20"W A DISTANCE OF 1,261.84 FEET TO A SET IRON PIN FOR THE
NORTHWEST CORNER OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4)
OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION THIRTEEN (13);
2. S88°45'45"W A DISTANCE OF 18.94 FEET TO THE SOUTHEAST CORNER OF
NINETY-ONE (Labeled AS L21), PHASE 2 ACCORDING TO THE RECORDED PLAT
THEREOF;
THENCE ALONG THE EXTERIOR BOUNDARY OF NINETY-ONE, PHASE 2 ACCORDING TO
THE RECORDED PLAT THEREOF THE FOLLOWING THREE (3) COURSES:
1. N1°14'15"W A DISTANCE OF 327.14 FEET;
2. S88°46'13"W A DISTANCE OF 8.06 FEET;
3. N1°17'35"W A DISTANCE OF 17.50 FEET TO A SET IRON PIN;
THENCE N88°46'13"E A DISTANCE OF 689.03 FEET TO A SET IRON PIN;
THENCE S1°18'34"E A DISTANCE OF 1,606.26 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 1,070,777 SQUARE FEET OR 24.58 ACRES, MORE OR LESS.
BASIS OF BEARING: N 01° 18' 34" W FOR THE EAST LINE OF SAID SW/4.

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF
RECORD.



LINEWORK LEGEND

RIGHT OF WAY LINE (R/W)
EASEMENT
SECTION LINE
PERIMETER PROPERTY LINE
LOT LINE
BUILDING SET BACK

LEGEND

SYMBOLS
U/E UTILITY EASEMENT
• SET IRON PIN* (SIP)
T.A.E. TEMPORARY ACCESS EASEMENT
B.L. BUILDING LINE SETBACK
L.A. LIMITS OF ACCESS
L.N.A. LIMITS OF NO ACCESS
R/W RIGHT OF WAY
(111.11) BUILDING PAD ELEVATION (BPE)
D/E DRAINAGE EASEMENT
[1111] STREET ADDRESS

3/8" IRON PIN W/YELLOW CAP
STAMPED "CA 973" TO BE
SET AT PROPERTY CORNERS*

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE
AT THE TIME THE PLAT WAS FILED. ADDRESSES
ARE SUBJECT TO CHANGE AND SHOULD NEVER BE
RELIED ON IN PLACE OF THE LEGAL DESCRIPTION

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

DETENTION DETERMINATION
NUMBER: DD-42116-06

CASE NO. PT15-117C
SHEET 1 OF 2

DATE: 01-06-2021

NINETY ONE - PHASE 4

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A PART OF THE SW/4, SECTION 13, T-18-N, R-14-E

NINETY ONE – PHASE 4

DEED OF DEDICATION

PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", 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 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 RELAYING 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 OWNER HEREIN IMPOSES A RESTRICTIVE 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED AND MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

SECTION I. STREETS AND UTILITIES

WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 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.
- ALL PRIVATE SANITARY SEWER LINES SHALL HAVE A BACK FLOW PREVENTER INSTALLED.
- WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE 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 THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 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, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT. IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED BY THE CITY UNTIL AFTER COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO SUCH A BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT WILL BE AT THE CONTRACTOR/BUILDER-INVESTOR'S OWN RISK.

UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES 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 EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
- 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 SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- 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 EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- 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 OF 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, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC 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 THE 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 SERVICES.

GAS SERVICE

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

SIDEWALKS

- SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA STANDARDS.
- THE DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING THE SIDEWALK ALONG ALL ARTERIAL STREETS AND ALONG THE RESERVE AREAS ADJACENT TO A STREET.

SECTION II. DEVELOPMENT

THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS ON ALL LOTS WITHIN THE SUBDIVISION TO RUN WITH THE LAND FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS AND THE CITY.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD.

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. ____.

2. APPLICABLE ORDINANCE.

THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PUD PROVISIONS OF THE CITY ZONING CODE.

B. DEVELOPMENT STANDARDS

PERMITTED USE: DETACHED SINGLE-FAMILY RESIDENTIAL DWELLING UNITS MAXIMUM

NUMBER OF LOTS: _____

MINIMUM LOT WIDTH: _____ FEET

MAXIMUM LOT SIZE: _____ SQUARE FEET
MAXIMUM BUILDING HEIGHT: 2 STORIES (____ FEET)

OFF-STREET PARKING: MINIMUM 2 ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT

MINIMUM LIVABILITY SPACE: _____ SQUARE FEET

MINIMUM YARD SETBACKS
FRONT YARD _____ FEET
REAR YARD _____ FEET
SIDE YARD ABUTTING A STREET _____ FEET
SIDE YARD NOT ABUTTING A STREET _____ FEET

STANDARDS PERTAINING TO DWELLINGS: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM FINISHED HEATED LIVING AREA OF _____ SQUARE FEET AND FIRST FLOOR MASONRY CONTENT NOT LESS THAN _____% MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, GABLES AND BENEATH COVERED PORCHES. THE MASONRY REQUIREMENTS SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY.

C. RESTRICTIVE COVENANTS

NO LOT MAY BE DIVIDED OR SPLIT. THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS

(a) **RESIDENTIAL LOTS.** ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADOPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

(b) **RESIDENTIAL PURPOSES.** BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

(c) **SUBMISSION OF PLANS.** IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

(a) ARCHITECTURAL REQUIREMENTS.

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET- BACK LINES SHOWN ON THE RECORDED PLAT.

(iii) ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ARC

(a) **ADDITIONS TO EXISTING STRUCTURES.** ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

(f) **SURFACE DRAINAGE.** 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY.

(g) **GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS.** ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

(h) **TEMPORARY STRUCTURES.** NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

(i) **FENCES.** NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

(j) **MAILBOXES.** ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

(k) **SIGNS.** NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

(l) **PARKED VEHICLES.** ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN:

A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

(m) **APPEARANCE OF LOT.** ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAY'S WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION 3.

(n) **RECREATIONAL VEHICLES AND ACCESSORIES.** NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

(o) **STORAGE AND CONSTRUCTION MATERIALS.** CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS THEY MAY BE REASONABLY NECESSARY.

(p) **GARBAGE/DUMPING.** DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL UNIT OR ENCLOSED GARAGES AND MUST BE OUT OF SIGHT FROM THE STREET. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

(q) **MODEL HOME AND CONSTRUCTION FACILITIES.** MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

D. RETAINING WALL HEIGHT

ALL RETAINING WALLS MEASURING 4' IN HEIGHT FROM THE TOP OF THE CONCRETE FOOTING OR THE BASE OF THE BRICK GRAVITY WALL NEED TO BE REVIEWED AND PERMITTED BY THE CITY.

E. OIL WELLS

NO ENCROACHMENTS SHALL BE PLACED WITHIN A 10' DISTANCE OF THE PLUGGED OIL WELLS.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION: ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION (HOA) TO GOVERN THE SUBDIVISION TO BE KNOWN AS _____ PROPERTY OWNERS ASSOCIATION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION THERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, SUCH AS THE PROPERTY DESCRIBED HEREIN, AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THERewith, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA. TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINANT TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT OR AS DESCRIBED IN THESE COVENANTS AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DETENTION/RETENTION PONDS, PERIMETER FENCING AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT OR THESE COVENANTS AND AS AMENDED.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

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

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS OF EASEMENTS AND RIGHTS OF WAY HEREBY SET FORTH ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON ALL OWNERS OF PROPERTY IN THE SUBDIVISION, WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, WHETHER OR NOT SPECIFICALLY THERETO SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME, WHETHER PRIOR TO OR AFTER JANUARY 1, 2040, 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 AS THE CITY OF BROKEN ARROW, OKLAHOMA. OWNER MAY SUPPLEMENT OR AMEND THE COVENANTS STATED HEREIN, BUT ANY SUCH AMENDMENT MAY NOT CONFLICT WITH THE COVENANTS SET FORTH ON THIS PAGE WITHOUT THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, _____, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 20____.

_____, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____

TITLE _____

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

RC LYNN LANE, LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION

AS DESCRIBED ON SHEET 1 OF 2

SAID TRACT OF LAND IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 76 LOTS IN FIVE (5) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "NINETY ONE – PHASE 4", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

RC LYNN LANE, LLC

BY _____
DAVID C. FRYE, MANAGER

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS _____ DAY OF _____, 2020,

SURVEYOR'S CERTIFICATE

I, JEREMY LAWSON, 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 ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "NINETY ONE – PHASE 4", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

JEREMY LAWSON PLS 1916 DATE:



RESTRICTED ACCESS
THE BUILDING LINE SETBACK MAY BE REDUCED TO 20' ALONG STREET FRONTAGES WITH RESTRICTED ACCESS PROVIDED NO VEHICULAR ACCESS OCCURS ALONG STREET FRONTAGE. ACCESS MAY OCCUR WHERE THERE IS RESTRICTED ACCESS, BUT THE BUILDING LINE SETBACK IS INCREASED TO 25 FEET.

NOTARY PUBLIC

STATE OF OKLAHOMA)

OKLAHOMA COUNTY) SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED DENVER WINCHESTER, SURVEYOR OF NINETY ONE – PHASE 4, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC

DATE: 01-06-2021

DETENTION DETERMINATION
NUMBER: DD-42116-06

CASE NO. PT15-117C

SHEET 2 OF 2