



PUD-315

Estates at Lynn Lane

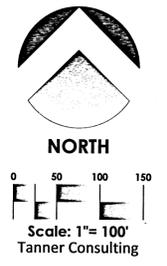
BLOCKS 1-6

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

OWNER:
Tulsa L Dev., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
DEREK KENNEDY@RCH.COM
4058 North College
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
RONALD M. MCGILL, P.L.S. NO. 1897
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: RMC@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

- LEGEND**
- B/L BUILDING LINE
 - B/L BUILDING LINE & UTILITY EASEMENT
 - BK PG BOOK & PAGE
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - CL CENTERLINE
 - A DELTA ANGLE
 - DOC DOCUMENT
 - ESMT EASEMENT
 - FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
 - GOV'T GOVERNMENT
 - LNA LIMITS OF NO ACCESS
 - ODE OVERLAND DRAINAGE EASEMENT
 - RES. RESERVE
 - R/W RIGHT-OF-WAY
 - S/E SIDEWALK EASEMENT
 - U/E UTILITY EASEMENT
 - 1234 ADDRESS ASSIGNED
 - FOUND MONUMENT
 - SET MONUMENT (SEE NOTE 2)



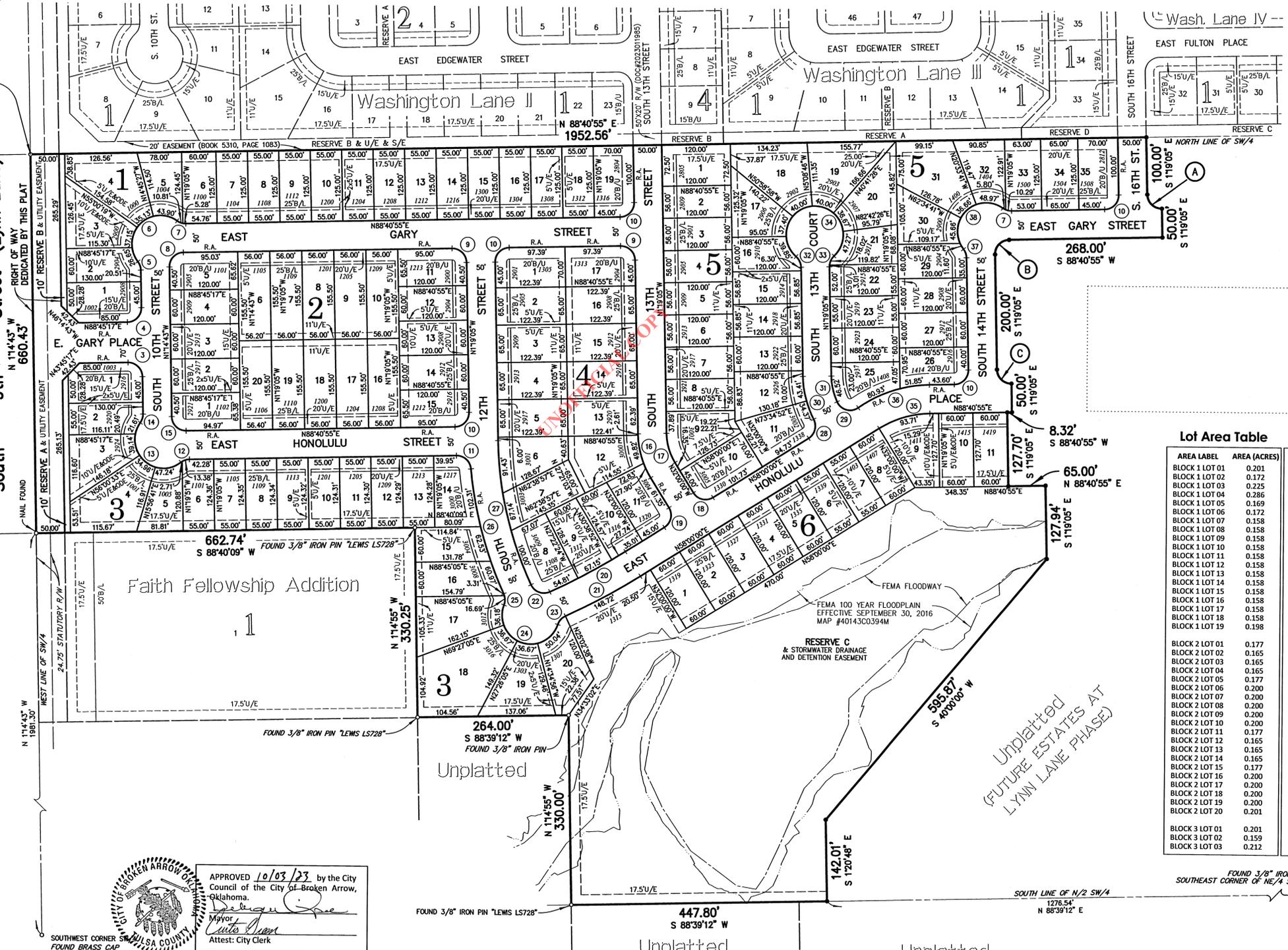
Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD(BRG)(CB)	CHORDDIS(CD)
A	39.27'	25.00'	90°00'00"	S46°19'05"E	35.36'
B	39.27'	25.00'	90°00'00"	S43°40'55"W	35.36'
C	39.27'	25.00'	90°00'00"	S46°19'05"E	35.36'

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD(BRG)	CHORDDIS
1	47.12'	30.00'	90°00'00"	N43°45'17"E	42.43'
2	47.12'	30.00'	90°00'00"	N46°14'43"W	42.43'
3	39.27'	25.00'	90°00'00"	N46°14'43"W	35.36'
4	39.27'	25.00'	90°00'00"	N43°45'17"E	35.36'
5	16.09'	25.00'	36°52'12"	N19°40'48"W	15.81'
6	142.83'	50.00'	163°40'01"	N43°43'06"W	98.99'
7	16.09'	25.00'	36°52'12"	N72°52'59"W	15.81'
8	39.24'	25.00'	89°55'38"	N43°43'06"E	35.33'
9	39.27'	25.00'	90°00'00"	N43°40'55"E	35.36'
10	39.27'	25.00'	90°00'00"	N43°40'55"E	35.36'
11	37.46'	25.00'	85°50'48"	N48°23'41"W	34.05'
12	16.09'	25.00'	36°52'12"	N70°14'49"E	15.81'
13	142.95'	50.00'	163°48'45"	N46°16'54"W	99.00'
14	16.09'	25.00'	36°52'12"	N17°11'23"E	15.81'
15	39.30'	25.00'	90°04'23"	N46°16'53"W	35.38'
16	80.33'	150.00'	30°40'55"	N16°39'32"W	79.37'
17	53.55'	100.00'	30°40'55"	N16°39'32"W	52.91'
18	39.27'	25.00'	90°00'00"	N17°00'00"W	35.36'
19	39.27'	25.00'	90°00'00"	N13°00'00"E	35.36'
20	149.70'	1175.00'	7°17'59"	N61°38'59"E	149.60'
21	148.72'	1225.00'	6°57'22"	N61°28'41"E	148.63'
22	38.97'	25.00'	89°18'24"	N70°02'50"W	35.14'
23	20.46'	25.00'	46°53'43"	N41°30'31"E	19.90'
24	159.56'	50.00'	182°50'53"	N70°30'55"W	99.97'
25	20.00'	25.00'	45°49'32"	N2°00'14"W	19.47'
26	225.81'	665.35'	19°26'43"	N15°11'39"W	224.73'
27	258.57'	615.35'	24°04'33"	N13°21'21"W	256.67'
28	37.69'	25.00'	86°22'24"	N14°48'48"E	34.22'
29	43.89'	25.00'	100°34'38"	N74°50'31"W	38.46'
30	77.78'	164.71'	27°03'19"	N17°50'44"W	77.06'
31	46.52'	114.71'	23°14'07"	N12°56'08"W	46.20'
32	21.03'	25.00'	48°11'23"	N25°24'46"W	20.41'
33	21.03'	25.00'	48°11'23"	N22°46'37"E	20.41'
34	241.19'	50.00'	276°22'46"	N88°40'55"E	66.67'
35	93.71'	175.00'	30°40'56"	N73°20'27"E	92.60'
36	132.78'	225.00'	33°48'45"	N71°46'33"E	130.86'
37	16.09'	25.00'	36°52'12"	N19°45'11"W	15.81'
38	142.89'	50.00'	163°44'23"	N43°40'55"E	98.99'

- Notes:**
- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
 - ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1897" UNLESS OTHERWISE NOTED.
 - THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (8501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - (A) FOUND 1/2" IRON PIN WITH YELLOW CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 24;
 - (B) 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.
 - ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE 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.
 - ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 9TH STREET (LYNN LANE), SOUTH 13TH STREET, AND SOUTH 16TH STREET ALL BEING PUBLIC STREETS, BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
 - 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." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
 - STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-100820-39.
 - ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.
 - PER THE PUD-315, AT LEAST 60% OF LOTS IN THE ESTATES AT LYNN LANE SUBDIVISION MEET THE MINIMUM LOT SIZE, LOT WIDTH, AND BUILDING SETBACK REQUIREMENT OF THE R5-3 DISTRICT.
- DATE OF PREPARATION: October 18, 2023



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$14,418.00 per trust receipt no. TXR201 to be applied to 2023 taxes. This certificate is NOT to be construed as payment of 2023 taxes in full but is given in order that this plat may be filed on record. 2023 taxes may exceed the amount of the security deposit.

Dated: 12/01/2023
John M. Fothergill
Tulsa County Treasurer
By: [Signature]
Deputy

Lot Area Table

AREA LABEL	AREA (ACRES)	AREA LABEL	AREA (ACRES)	AREA LABEL	AREA (ACRES)
BLOCK 1 LOT 01	0.201	BLOCK 4 LOT 04	0.293	BLOCK 5 LOT 09	0.211
BLOCK 1 LOT 02	0.172	BLOCK 4 LOT 05	0.166	BLOCK 5 LOT 10	0.201
BLOCK 1 LOT 03	0.225	BLOCK 4 LOT 06	0.157	BLOCK 5 LOT 11	0.206
BLOCK 1 LOT 04	0.286	BLOCK 4 LOT 07	0.157	BLOCK 5 LOT 12	0.197
BLOCK 1 LOT 05	0.169	BLOCK 4 LOT 08	0.157	BLOCK 5 LOT 13	0.165
BLOCK 1 LOT 06	0.172	BLOCK 4 LOT 09	0.157	BLOCK 5 LOT 14	0.157
BLOCK 1 LOT 07	0.158	BLOCK 4 LOT 10	0.157	BLOCK 5 LOT 15	0.157
BLOCK 1 LOT 08	0.158	BLOCK 4 LOT 11	0.157	BLOCK 5 LOT 16	0.148
BLOCK 1 LOT 09	0.158	BLOCK 4 LOT 12	0.157	BLOCK 5 LOT 17	0.190
BLOCK 1 LOT 10	0.158	BLOCK 4 LOT 13	0.157	BLOCK 5 LOT 18	0.288
BLOCK 1 LOT 11	0.158	BLOCK 4 LOT 14	0.197	BLOCK 5 LOT 19	0.265
BLOCK 1 LOT 12	0.158	BLOCK 4 LOT 15	0.169	BLOCK 5 LOT 20	0.220
BLOCK 1 LOT 13	0.158	BLOCK 4 LOT 16	0.197	BLOCK 5 LOT 21	0.152
BLOCK 1 LOT 14	0.158	BLOCK 4 LOT 17	0.275	BLOCK 5 LOT 22	0.152
BLOCK 1 LOT 15	0.158	BLOCK 4 LOT 18	0.430	BLOCK 5 LOT 23	0.165
BLOCK 1 LOT 16	0.158	BLOCK 4 LOT 19	0.254	BLOCK 5 LOT 24	0.165
BLOCK 1 LOT 17	0.158	BLOCK 4 LOT 20	0.219	BLOCK 5 LOT 25	0.182
BLOCK 1 LOT 18	0.158	BLOCK 4 LOT 01	0.194	BLOCK 5 LOT 26	0.178
BLOCK 1 LOT 19	0.198	BLOCK 4 LOT 02	0.183	BLOCK 5 LOT 27	0.165
BLOCK 2 LOT 01	0.177	BLOCK 4 LOT 03	0.183	BLOCK 5 LOT 28	0.165
BLOCK 2 LOT 02	0.165	BLOCK 4 LOT 04	0.183	BLOCK 5 LOT 29	0.163
BLOCK 2 LOT 03	0.165	BLOCK 4 LOT 05	0.183	BLOCK 5 LOT 30	0.186
BLOCK 2 LOT 04	0.165	BLOCK 4 LOT 06	0.193	BLOCK 5 LOT 31	0.294
BLOCK 2 LOT 05	0.177	BLOCK 4 LOT 07	0.205	BLOCK 5 LOT 32	0.181
BLOCK 2 LOT 06	0.200	BLOCK 4 LOT 08	0.214	BLOCK 5 LOT 33	0.185
BLOCK 2 LOT 07	0.200	BLOCK 4 LOT 09	0.183	BLOCK 5 LOT 34	0.187
BLOCK 2 LOT 08	0.200	BLOCK 4 LOT 10	0.172	BLOCK 5 LOT 35	0.198
BLOCK 2 LOT 09	0.200	BLOCK 4 LOT 11	0.186	BLOCK 6 LOT 01	0.165
BLOCK 2 LOT 10	0.200	BLOCK 4 LOT 12	0.214	BLOCK 6 LOT 02	0.165
BLOCK 2 LOT 11	0.177	BLOCK 4 LOT 13	0.183	BLOCK 6 LOT 03	0.165
BLOCK 2 LOT 12	0.165	BLOCK 4 LOT 14	0.183	BLOCK 6 LOT 04	0.165
BLOCK 2 LOT 13	0.165	BLOCK 4 LOT 15	0.183	BLOCK 6 LOT 05	0.165
BLOCK 2 LOT 14	0.165	BLOCK 4 LOT 16	0.183	BLOCK 6 LOT 06	0.152
BLOCK 2 LOT 15	0.177	BLOCK 4 LOT 17	0.194	BLOCK 6 LOT 07	0.152
BLOCK 2 LOT 16	0.200	BLOCK 4 LOT 18	0.200	BLOCK 6 LOT 08	0.165
BLOCK 2 LOT 17	0.200	BLOCK 4 LOT 19	0.154	BLOCK 6 LOT 09	0.218
BLOCK 2 LOT 18	0.200	BLOCK 4 LOT 20	0.154	BLOCK 6 LOT 10	0.176
BLOCK 2 LOT 19	0.200	BLOCK 4 LOT 01	0.154	BLOCK 6 LOT 11	0.176
BLOCK 2 LOT 20	0.201	BLOCK 4 LOT 02	0.154	RESERVE A	0.064
BLOCK 3 LOT 01	0.201	BLOCK 5 LOT 06	0.154	RESERVE B	0.064
BLOCK 3 LOT 02	0.159	BLOCK 5 LOT 07	0.154	RESERVE C	8.486
BLOCK 3 LOT 03	0.212	BLOCK 5 LOT 08	0.154		

APPROVED 10/03/23 by the City Council of the City of Broken Arrow, Oklahoma.

Attest: City Clerk

PUD-315

Estates at Lynn Lane

BLOCKS 1-6

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 TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY 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 SAID N/2 SW/4; THENCE NORTH 88°40'55" EAST AND ALONG THE NORTH LINE OF THE N/2 SW/4, FOR A DISTANCE OF 1952.56 FEET; THENCE SOUTH 1°19'05" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 46°19'05" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 1°19'05" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°40'55" WEST FOR A DISTANCE OF 268.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 43°40'55" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 1°19'05" EAST FOR A DISTANCE OF 200.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 46°19'05" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 1°19'05" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°40'55" WEST FOR A DISTANCE OF 8.32 FEET; THENCE SOUTH 1°19'05" EAST FOR A DISTANCE OF 127.70 FEET; THENCE NORTH 88°40'55" EAST FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 1°19'05" EAST FOR A DISTANCE OF 127.94 FEET; THENCE SOUTH 40°00'00" WEST FOR A DISTANCE OF 595.87 FEET; THENCE SOUTH 1°20'48" EAST FOR A DISTANCE OF 142.01 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH 88°39'12" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 447.80 FEET; THENCE NORTH 1°14'55" 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 N/2 SW/4; 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 1,667,376 SQUARE FEET OR 38.278 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3503), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) FOUND 1/2" IRON PIN WITH YELLOW CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/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 HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE HUNDRED TWENTY-TWO (122) LOTS IN SIX (6) BLOCKS, ALONG WITH RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "ESTATES AT LYNN LANE BLOCKS 1-6", 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 BLOCKS 1-6" 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, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES, 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, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICED ON THE ACCOMPANYING PLAT AND DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICED ON THE ACCOMPANYING PLAT AS "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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES, STORM SEWER FACILITIES, 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 DEPICED 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.

DATE OF PREPARATION: October 18, 2023

THE OWNER 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 DEPICED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERRECTED, 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 DEPICED 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 SHALL BE FORWARDED THROUGH 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 ORDINARY 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 DEPICED 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 SUCH 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 DEPICED 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 AND OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE:

EACH LOT 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 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. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE HOA. 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 OR THE STATE OF OKLAHOMA.

E. 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 DEPICED 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.

F. 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.

G. ACCESS RESTRICTIONS:

1. THE UNDERSIGNED OWNER 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."

H. SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW. SIDEWALKS WILL BE CONSTRUCTED BY THE OWNER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

I. STORMWATER DRAINAGE AND DETENTION EASEMENT:

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR OTHER LANDSCAPING (EXCEPTING TREES AND SHRUBS) SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, FENCES, WALLS, AND LANDSCAPING TREES OR SHRUBS INSTALLED BY THE OWNER OR BY THE HOA, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, DETENTION, RETENTION, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.

4. STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- C. THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOA UPON CONVEYANCE OF THE EASEMENT AREA OR LOT OR RESERVE AREA CONTAINING SAME TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT FAILS TO PAY THE COSTS OF 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 IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

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 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, HVAC, POOL, OR OTHER BUILDING-RELATED EQUIPMENT, 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 COSTS THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COSTS 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.

SECTION 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 ("HOA" OR "ASSOCIATION") DEFINED IN SECTION V.

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 HOA UPON CONVEYANCE OF SAME BY OWNER TO THE ASSOCIATION. SEE SECTION V. 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. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COSTS 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.

5. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOA SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER 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 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, SUBDIVISION IDENTIFICATION SIGNAGE, NEIGHBORHOOD WALLS OR FENCES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

C. RESERVE AREA C:

1. RESERVE C IS DESIGNATED TO BE USED FOR OVERLAND AND UNDERGROUND STORMWATER DRAINAGE AND DETENTION, NEIGHBORHOOD AMENITIES, OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, LIGHTING, SIGNAGE, RETAINING WALLS, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. RESERVE C HAS BEEN INITIALLY DESIGNED WITH ENHANCED STORMWATER QUALITY FEATURES, INCLUDING FOREBAYS TO CAPTURE AND FILTER FIRST FLUSH POLLUTANTS, THROUGH THE USE OF VEGETATION AND ROCK FILTER, BEFORE ENTERING THE PRINCIPAL STORMWATER DETENTION FACILITY; BUFFER ZONES AND AERATORS PROVIDE ADDITIONAL ENHANCEMENTS TO STORMWATER QUALITY. IN ADDITION TO MAINTENANCE OF RESERVE C AS PROVIDED ELSEWHERE HEREIN, ADDITIONAL PERIODIC MAINTENANCE OF THE STORMWATER QUALITY FEATURES SHALL BE PROVIDED IN ACCORDANCE WITH THE PLANS ON FILE WITH THE CITY OF BROKEN ARROW. A STORMWATER MAINTENANCE PLAN IS TO BE KEPT CURRENT AND UPDATED AS NEEDED IN ORDER TO CONTINUE THE STORMWATER QUALITY AS ORIGINALLY DESIGNED. STORMWATER QUALITY FEATURES AND MAINTENANCE PLANS MAY CHANGE THROUGH TIME AS DETERMINED BY THE HOA AND APPROVED BY THE CITY.

3. WITHIN RESERVE C, THE OWNER SHALL INSTALL ALONG THE BOUNDARY OF THE SUBDIVISION A SECURITY FENCE ACCORDING TO DESIGNS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. UPON CONSTRUCTION, THE CONTINUED MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF RESERVE C, WHICH SHALL BE THE HOME OWNERS ASSOCIATION UPON CONVEYANCE OF RESERVE C TO THE HOA.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ESTATES AT LYNN LANE BLOCKS 1-6 WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 315 OR PUD-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-315 WAS AFFIRMATIVELY RECOMMENDED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW ON AUGUST 27, 2020 AND 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-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, AS THE SAME EXISTED ON SEPTEMBER 15, 2020, 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 FRONTAGE ON STREET CURVES ARE EXEMPT FROM LOT WIDTH REQUIREMENTS, PROVIDED THE SAME SHALL HAVE AT LEAST 30 FT OF FRONTAGE, 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 THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS FOR THE LOT. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, MAY BE LOCATED ON A LOT OR CONTAINED 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

Estates at Lynn Lane Blocks 1-6

PROJECT #PR-000094-2022

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SHEET 2 OF 3

