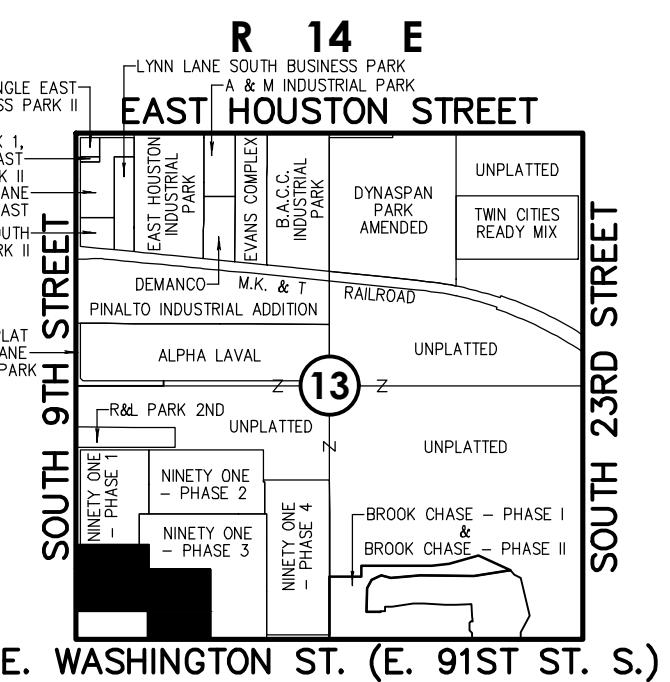


## Preliminary Plat

# Lynn Corner



### Location Map

Scale: 1"= 2000'

**Notes:** Add the supplier of water and sanitary to the notes.

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
- (A) FOUND MAGNETIC NAIL AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13;
- (B) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13;
- THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°45'02" WEST.
4. 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.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 9TH STREET (SOUTH LYNN LANE ROAD) AND EAST WASHINGTON STREET (EAST 91ST STREET SOUTH) BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
6. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "E08 RESTRICTED ACCESS" OR "R.A." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO THE DD NUMBER RESTRICTIVE COVENANTS. DD-022125-12
7. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-000000.
8. THE SUBJECT PROPERTY IS ENTIRELY LOCATED WITHIN FEMA FLOODPLAIN ZONE "X", AS PER MAP #0413C0392L WITH THE EFFECTIVE DATE OF SEPTEMBER 30, 2016.
9. THE MINIMUM FINISHED FLOOR ELEVATIONS AS SHOWN ON THE FINAL PLAT ARE RECOMMENDATIONS ONLY AND SHOULD NOT BE CONSIDERED AS THE FINAL PROPER FINISHED FLOOR ELEVATION OF ANY PROPOSED DWELLING. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR DETERMINING THE PROPER FINISHED FLOOR ELEVATION OF THE RESPECTIVE DWELLING.

### Minimum FFE Table

AREA LABEL	FFE	AREA LABEL	FFE
BLOCK 1 LOT 1	000.00	BLOCK 3 LOT 13	000.00
BLOCK 1 LOT 2	000.00	BLOCK 3 LOT 14	000.00
BLOCK 1 LOT 3	000.00	BLOCK 3 LOT 15	000.00
BLOCK 1 LOT 4	000.00	BLOCK 3 LOT 16	000.00
BLOCK 1 LOT 5	000.00	BLOCK 3 LOT 17	000.00
BLOCK 1 LOT 6	000.00	BLOCK 3 LOT 18	000.00
BLOCK 1 LOT 7	000.00	BLOCK 3 LOT 19	000.00
BLOCK 1 LOT 8	000.00	BLOCK 3 LOT 20	000.00
BLOCK 1 LOT 9	000.00	BLOCK 3 LOT 21	000.00
BLOCK 1 LOT 10	000.00	BLOCK 3 LOT 22	000.00
BLOCK 1 LOT 11	000.00	BLOCK 3 LOT 23	000.00
BLOCK 1 LOT 12	000.00	BLOCK 3 LOT 24	000.00
BLOCK 1 LOT 13	000.00	BLOCK 3 LOT 25	000.00
BLOCK 1 LOT 14	000.00	BLOCK 3 LOT 26	000.00
BLOCK 2 LOT 1	000.00	BLOCK 3 LOT 27	000.00
BLOCK 2 LOT 2	000.00	BLOCK 3 LOT 28	000.00
BLOCK 2 LOT 3	000.00	BLOCK 3 LOT 29	000.00
BLOCK 2 LOT 4	000.00	BLOCK 3 LOT 30	000.00
BLOCK 3 LOT 1	000.00	BLOCK 3 LOT 31	000.00
BLOCK 3 LOT 2	000.00	BLOCK 3 LOT 32	000.00
BLOCK 3 LOT 3	000.00	BLOCK 3 LOT 33	000.00
BLOCK 3 LOT 4	000.00	BLOCK 3 LOT 34	000.00
BLOCK 3 LOT 5	000.00	BLOCK 3 LOT 35	000.00
BLOCK 4 LOT 1	000.00	BLOCK 3 LOT 36	000.00
BLOCK 4 LOT 2	000.00	BLOCK 3 LOT 37	000.00
BLOCK 4 LOT 3	000.00	BLOCK 3 LOT 38	000.00
BLOCK 5 LOT 1	000.00	BLOCK 3 LOT 39	000.00
BLOCK 5 LOT 2	000.00	BLOCK 3 LOT 40	000.00
BLOCK 5 LOT 3	000.00	BLOCK 3 LOT 41	000.00
BLOCK 5 LOT 4	000.00	BLOCK 5 LOT 1	000.00
BLOCK 5 LOT 5	000.00	BLOCK 5 LOT 2	000.00
BLOCK 5 LOT 6	000.00	BLOCK 5 LOT 3	000.00
BLOCK 5 LOT 7	000.00	BLOCK 5 LOT 4	000.00
BLOCK 5 LOT 8	000.00	BLOCK 5 LOT 5	000.00
BLOCK 5 LOT 9	000.00	BLOCK 5 LOT 6	000.00
BLOCK 5 LOT 10	000.00	BLOCK 5 LOT 7	000.00
BLOCK 5 LOT 11	000.00	BLOCK 5 LOT 8	000.00
BLOCK 5 LOT 12	000.00	BLOCK 6 LOT 1	000.00
BLOCK 5 LOT 13	000.00	BLOCK 6 LOT 2	000.00
BLOCK 5 LOT 14	000.00	BLOCK 6 LOT 3	000.00
BLOCK 5 LOT 15	000.00	BLOCK 6 LOT 4	000.00
BLOCK 5 LOT 16	000.00	BLOCK 6 LOT 5	000.00
BLOCK 5 LOT 17	000.00	BLOCK 6 LOT 6	000.00
BLOCK 5 LOT 18	000.00	BLOCK 6 LOT 7	000.00
BLOCK 5 LOT 19	000.00	BLOCK 6 LOT 8	000.00
BLOCK 5 LOT 20	000.00	BLOCK 6 LOT 9	000.00
BLOCK 5 LOT 21	000.00	BLOCK 6 LOT 10	000.00
BLOCK 5 LOT 22	000.00	BLOCK 6 LOT 11	000.00
BLOCK 5 LOT 23	000.00	BLOCK 6 LOT 12	000.00

### Curve Table

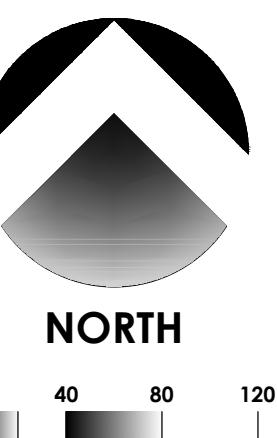
CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27'	25.00'	90°0'0"0"	N43°45'02"E	35.36'
2	39.27'	25.00'	90°0'0"0"	N46°14'58"W	35.36'
3	16.09'	25.00'	36°52'12"	N19°41'04"W	15.81'
4	142.89'	50.00'	163°44'23"	N43°45'02"E	98.99'
5	16.09'	25.00'	36°52'12"	N72°48'53"W	15.81'
6	16.09'	25.00'	36°52'12"	N70°18'56"E	15.81'
7	142.89'	50.00'	163°44'23"	N46°14'58"W	98.99'
8	16.09'	25.00'	36°52'12"	N17°11'07"E	15.81'

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), 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

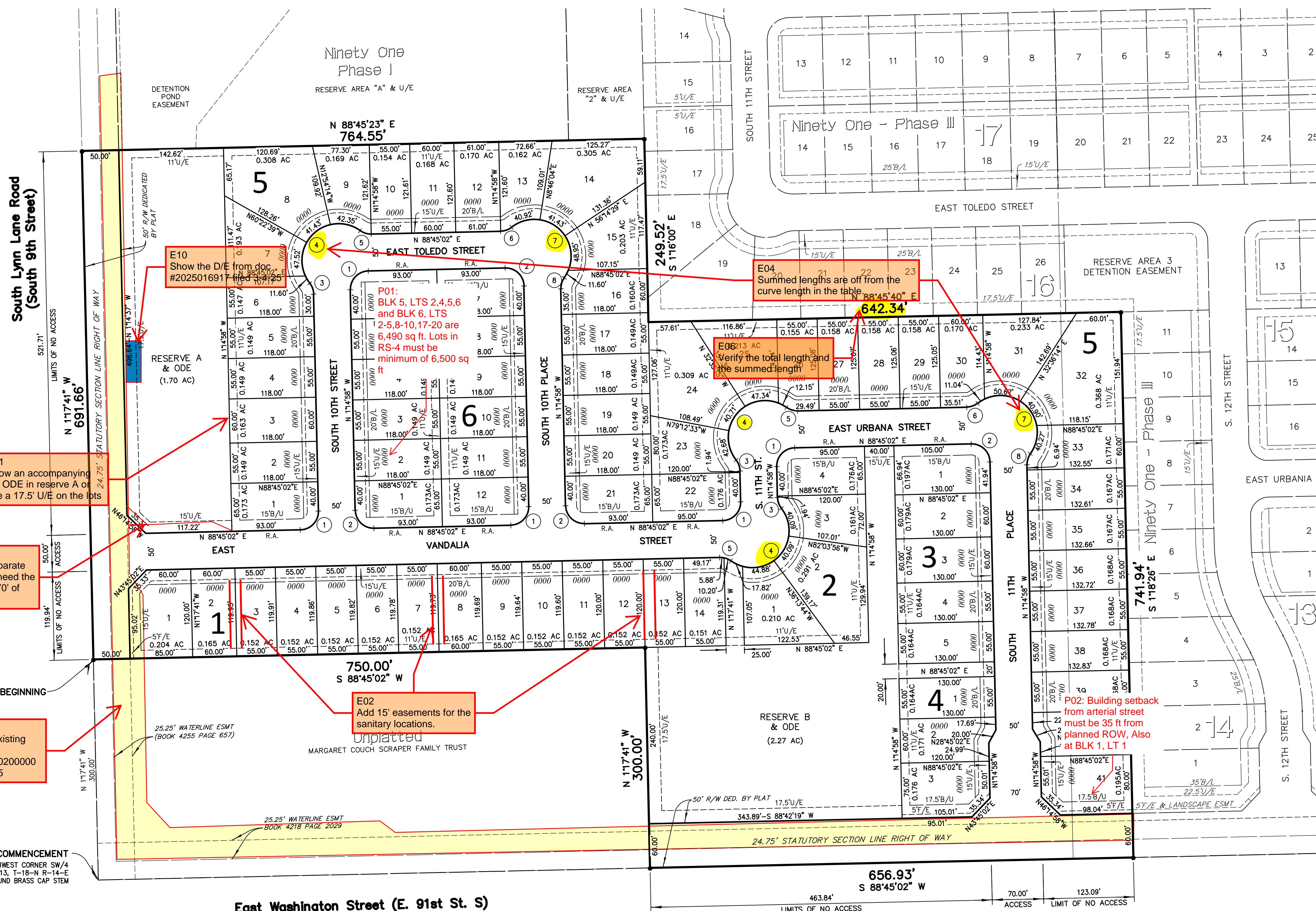
SURVEYOR/ENGINEER:  
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2651, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

OWNER:  
Calara Land (OK), LLC  
CONTACT: TJ GUGIELMO  
EMAIL: TJ.GUGIELMO@CALARA.COM  
4058 N. College Suite 300 Box 9  
Fayetteville, Arkansas 72703  
Phone: (918) 691-8884



Scale: 1"= 80'  
Tanner Consulting



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

E07  
List the BA project number  
PR-000800-2025  
Lynn Corner  
SHEET 1 OF 3

# Preliminary Plat

# Lynn Corner

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, A(N) [STATE] [CORPORATE ENTITY TYPE], HEREINAFTER REFERRED TO AS THE "OWNER" OR "DECLARANT," IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), 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:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4, THENCE NORTH 1°17'41" WEST AND ALONG THE WEST LINE OF SAID SW/4 FOR A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°17'41" WEST AND CONTINUING ALONG SAID WEST LINE FOR A DISTANCE OF 691.66 FEET TO A POINT AT THE SOUTHWEST CORNER OF "NINETY ONE - PHASE 1", A REPLAT OF "CROSSINGS AT LYNN LANE 1", CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6743); THENCE NORTH 88°45'23" EAST AND ALONG THE SOUTH LINE OF SAID "NINETY ONE - PHASE 1" AND ALONG THE SOUTH LINE OF RESERVE AREA "2", "NINETY ONE - PHASE 3", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6830); FOR A DISTANCE OF 764.55 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID RESERVE AREA "2", "NINETY ONE - PHASE 3"; THENCE ALONG THE WEST AND SOUTHWEST LINES OF SAID "NINETY ONE - PHASE 3" FOR A DISTANCE OF (3) COURSES SOUTH 11°16'40" EAST FOR A DISTANCE OF 642.50 FEET; THENCE NORTH 88°45'40" EAST FOR A DISTANCE OF 642.50 FEET; THENCE SOUTH 11°16'40" EAST FOR A DISTANCE OF 741.94 FEET TO A POINT ON THE SOUTH LINE OF SAID SW/4 OF SECTION 13; THENCE SOUTH 88°45'02" WEST AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 656.93 FEET; THENCE NORTH 1°17'41" WEST FOR A DISTANCE OF 300.00 FEET; THENCE SOUTH 88°45'02" WEST FOR A DISTANCE OF 750.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,009,713 SQUARE FEET OR 23.180 ACRES.

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

(A) FOUND MAGNETIC NAIL AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 24;  
(B) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 24;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°45'12" EAST.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO \_\_\_\_\_ LOTS IN \_\_\_\_\_ BLOCKS, \_\_\_\_\_ RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "LYNN CORNER", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL BE DEEMED TO MEAN "LYNN CORNER" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE); UNLESS OTHERWISE REFERRED, THE WORD "OWNER" 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, GRANTEE, 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 DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND 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 LINES, AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

### B. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN RIGHTS-OF-WAY OF SOUTH 9TH STREET (ALSO KNOWN AS SOUTH LYNN LANE ROAD) AS DEPICTED BY THIS PLAT, WITHIN THE RIGHT-OF-WAY OF EAST WASHINGTON STREET (ALSO KNOWN AS EAST 91ST STREET SOUTH) AS DEPICTED 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 EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), 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

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT OR RESERVE AREA. 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 OR RESERVE AREA 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, TERMINATING AT THE PLANE FORMED BY THE FINISHED EXTERIOR BUILDING WALL.

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, REPAIRING, OR REPLACING ANY PORTION 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 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 ELECTRIC, COMMUNICATION, AND GAS SERVICE, AND EACH LOT AND 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 WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

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

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

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

### D. SURFACE DRAINAGE:

EVERY 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 ADJACENT 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 OWNERS LOT. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DISCHARGE OF ANY GROUP OF SURFACE WATER ON OR ACROSS SUCH OWNERS LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE STATE OF OKLAHOMA, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW, OKLAHOMA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D, SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE HOME OWNERS ASSOCIATION (AS SET FORTH IN SECTION III. HEREIN).

### 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 DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### 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 ALL STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" 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

OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. EACH LOT OWNER OR RESIDENT AND 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 OR MEMBER OF THE HOA 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 OR MEMBER OF THE HOA OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

### B. RESERVES A AND B:

1. RESERVES A AND B ARE DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, PRIVATE PARK/NEIGHBORHOOD PERIMETER FENCES OR WALLS, LANDSCAPED ENTRIES, ENTRY SIGNAGE, OR OTHER NEIGHBORHOOD AMENITIES, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOA (AS SET FORTH IN SECTION III. HEREIN).

2. RESERVES A AND B, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOVED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

3. RESERVES A AND B, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS OVERLAND DRAINAGE EASEMENTS.

## SECTION III. HOME OWNERS ASSOCIATION

### A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION. THE HOA HAS BEEN OR 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/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR BY RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP IN LOTS OR RESERVE AREAS. IT IS CONTENDED THAT ADDITIONAL LANDS/PHASES ADJOIN THE SUBDIVISION, AND SUBSEQUENTLY BECOME OWNED BY THE OWNER OR ASSIGNEE FOR SIMILAR RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER (OR ASSIGNEE OR AFFILIATED CORPORATE OWNER) TO THE ORIGINAL PREVIOUSLY ESTABLISHED SUBDIVISION, "LYNN CORNER", 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, AND THE SUBSEQUENT OWNERS THEREOF, SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

### B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEES INTEREST THEREOF, 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:

EVERY OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT (AND ITS AFFILIATES), 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 UNPAID SUCH ASSESSMENTS SHALL BE A CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

P03: Perpetual ownership and maintenance of right-of-way, including screening fence or wall for plats adjacent to arterials

### D. MAINTENANCE OF COMMON AREAS:

THE RESERVE OR COMMON AREA OWNER 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 ENTRWAYS, STORMWATER DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED. OWNERSHIP OF THE COMMON AREA SHALL BE THE HOA, UNLESS OWNERSHIP IS OTHERWISE PROVIDED IN THE BYLAWS. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

### 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 OWNERS' 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.

# Preliminary Plat

# Lynn Corner

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN,  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

### SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

#### A. NO DIVISION OF LOTS:

NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.

#### B. 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 ONE GUEST HOUSE, IF NECESSARY, MAY BE CONSTRUCTED ON EACH LOT. NO OTHER USES MAY BE PERMITTED BY CITY REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), 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.

#### C. 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.

#### D. 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 (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). 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.

#### E. ARCHITECTURAL REQUIREMENTS:

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

#### F. ADDITIONS TO EXISTING STRUCTURES:

ALL ADDITIONS TO THE PROPERTY 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 DRAWDAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE CODES 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 ANY EXISTING STRUCTURE.

#### G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS:

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES). NO CARS 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 IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE STREET SIDE SET-BACK LINE 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, PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. 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 MATERIAL 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. EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE PLACED ON THE SIDEWALK, DRIVEWAY, OR IN THE STREET. NO VEHICLES SHALL BE PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOMEOWNER DURING DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. 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 (INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON) 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 LOT OWNER TO MAINTAIN OR REPAIR THE LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS 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 LOT OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION III.C.

#### N. RECREATIONAL VEHICLES AND ACCESSORIES:

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN 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 MAY BE REASONABLY NECESSARY.

#### P. GARBAGE/DUMPING/PETS:

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP. ANIMALS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.

#### 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.

#### R. NUISANCES:

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON

WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.

#### SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

##### A. ENFORCEMENT:

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION.

##### B. DURATION:

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2046, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

##### C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER/DECLARANT OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO PRIOR WRITTEN CONSENT FROM THE OWNER/DECLARANT IF THE HOA HAS NOT YET BEEN FORMED OVER THE HOMEOWNERS). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK, (PROVIDED, HOWEVER, THAT THE OWNERS MAY NOT TERMINATE THESE COVENANTS DURING THE TIME THAT DECLARANT OWNS AT LEAST ONE (1) LOT).

##### 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, THE OWNER OF HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

##### ACKNOWLEDGMENT

STATE OF ARKANSAS ) )  
COUNTY OF WASHINGTON ) SS )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF \_\_\_\_\_

, AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH \_\_\_\_\_ FOR THE USES AND PURPOSES THEREIN SET FORTH.

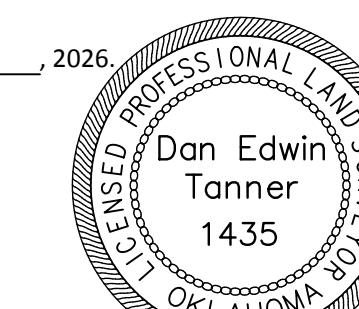
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

## CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026

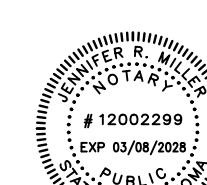


BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA ) )  
COUNTY OF TULSA ) SS )

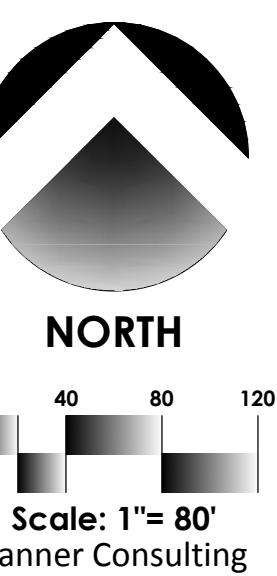
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF \_\_\_\_\_

03/08/2028  
MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

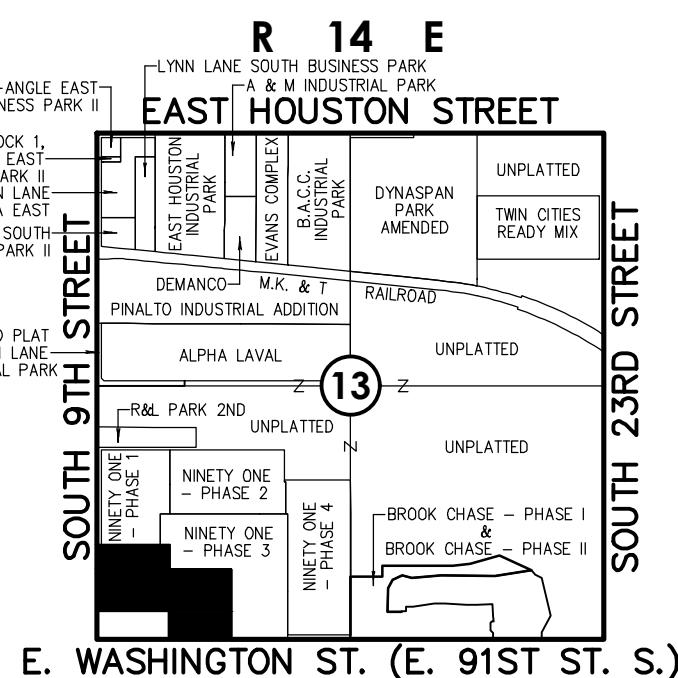


## Conceptual Utility Plan

# Lynn Corner



Scale: 1"= 80'  
Tanner Consulting



**Location Map**  
Scale: 1"= 2000'

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

**OWNER:**  
**Calara Land (OK), LLC**

CONTACT: TJ GUGLIELMO  
EMAIL: TJ.GUGLIELMO@CALARA.COM  
4058 N. College Suite 300 Box 9  
Fayetteville, Arkansas 72703  
Phone: (918) 691-8884

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13),  
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

