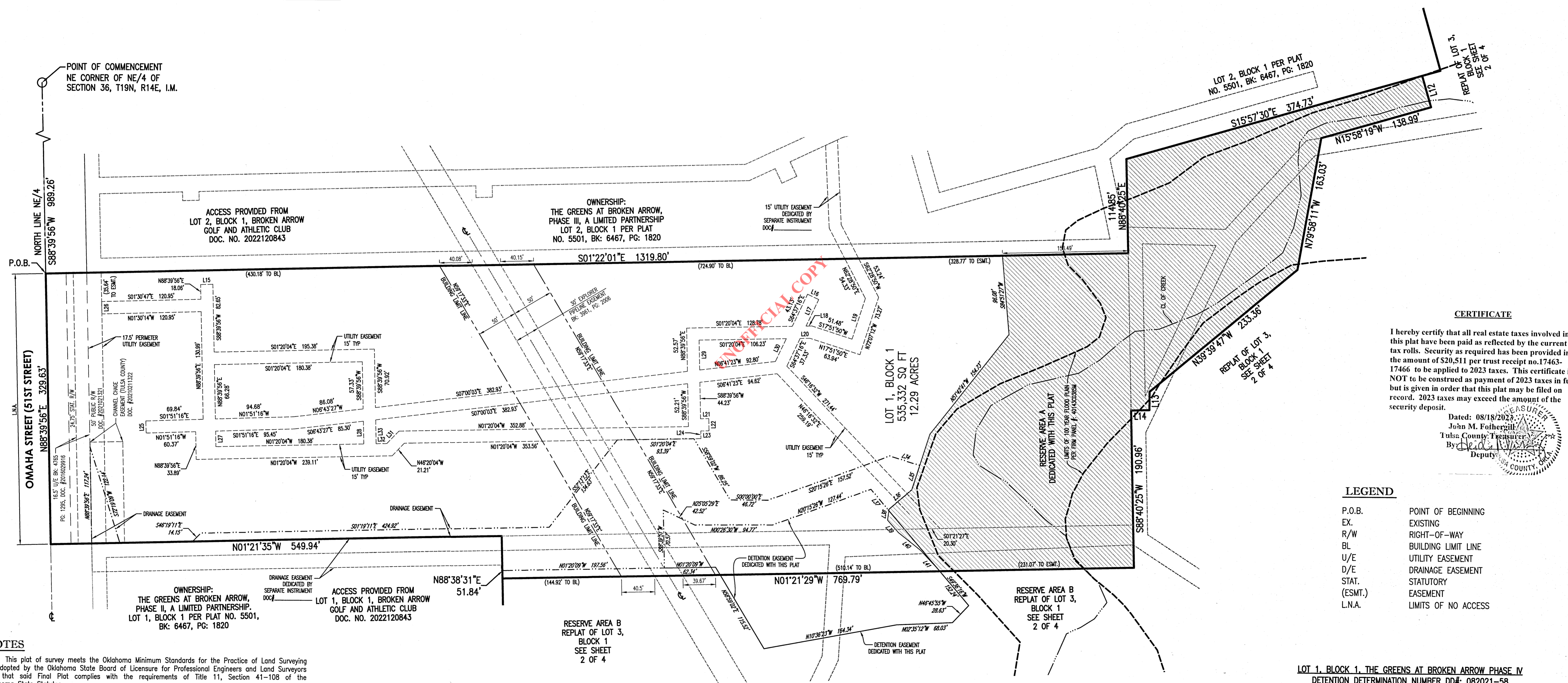
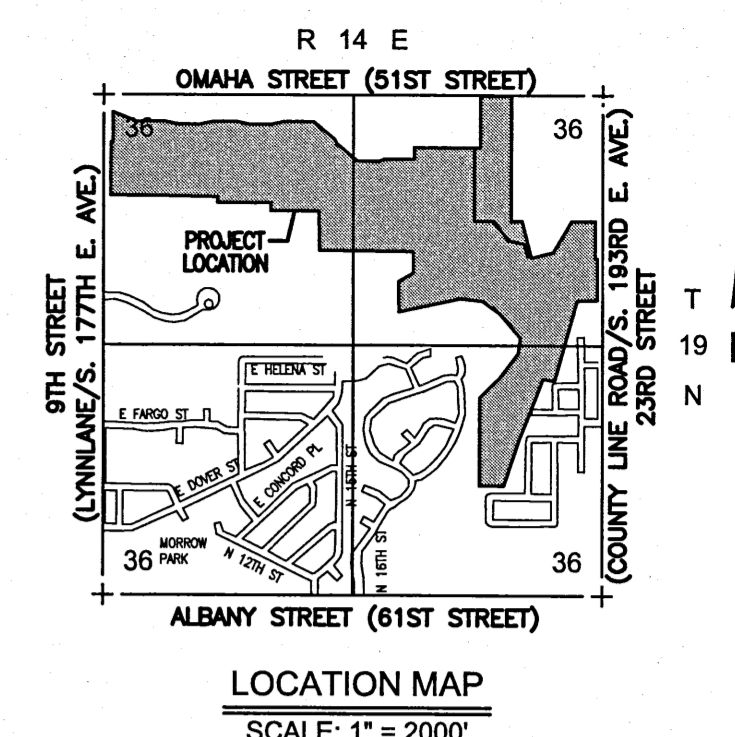
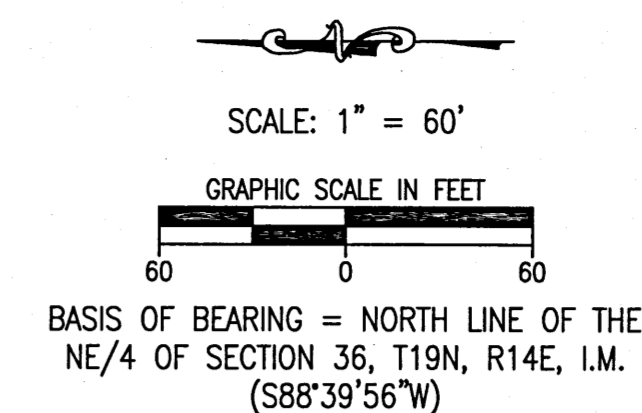


LINE TABLE		
LINE #	LENGTH	DIRECTION
L12	39.69'	S74° 01' 41"W
L13	22.09'	N89° 56' 33"W
L14	22.46'	N01° 19' 35"W
L15	15.00'	S01° 20' 04"E
L16	15.00'	S25° 22' 44"E
L17	35.58'	N64° 37' 16"W
L18	7.09'	S01° 20' 04"E
L19	52.00'	S72° 07' 12"E
L20	12.11'	S01° 20' 04"E
L21	10.00'	N01° 20' 04"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L22	15.00'	N88° 39' 56"
L23	10.00'	N01° 20' 04"
L24	9.39'	S88° 39' 56"
L25	15.00'	N88° 08' 44"
L26	15.00'	N88° 39' 57"
L27	19.11'	N88° 39' 56"
L28	27.99'	S88° 39' 56"
L29	36.17'	N88° 39' 56"
L30	30.79'	N64° 37' 16"
L31	21.21'	N46° 20' 04"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L32	13.18'	N01° 20' 04" E
L33	29.41'	N88° 39' 56" E
L34	38.10'	S17° 14' 08" E
L35	31.08'	N72° 08' 12" E
L36	37.57'	N40° 23' 44" E
L37	32.57'	N49° 36' 16" E
L38	13.63'	S81° 52' 03" E
L39	20.49'	N48° 48' 46" E
L40	34.32'	N38° 09' 16" E
L41	34.66'	N46° 34' 36" E

A REPLAT OF LOT 3 (PREVIOUSLY LOT 3, BLOCK 1,
THE GREENS AT BROKEN ARROW AND BROKEN ARROW GOLF & ATHLETIC CLUB PUD #110)
A PART OF THE N/2 & SE/4 OF SECTION 36, T19N, R14E, I.M.
BROKEN ARROW, TULSA COUNTY, OKLAHOMA



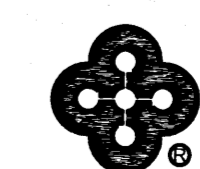
1. This plot of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.

2. Monuments shall be as follows:
Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"
3. Existing Easements and Rights-of-Way shown on the Plat were dedicated by the Final Plat of:
"THE GREENS AT BROKEN ARROW AND BROKEN ARROW GOLF & ATHLETIC CLUB (PUD #110) A
SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA" Doc #01008864
4. Lot 1, Block 1, THE GREENS AT BROKEN ARROW PHASE IV, Overall Address: 1801 E, Omaha
Street, Broken Arrow, Oklahoma
5. Both Platted properties are located in Flood Zone AE Flood Plain with Floodway and Elevations
between 685 and 665. Reference FIRM MAP #40143C0385M September 30, 2016.

LOT 1, BLOCK 1, THE GREENS AT BROKEN ARROW PHASE IV
DETENTION DETERMINATION NUMBER DD#: 082021-58

FINAL PLAT
THE GREENS AT BROKEN ARROW PHASE IV

300 Pointe Parkway Blvd. Yukon, Oklahoma 73099	CASE #: PT22-102 BA PROJECT #: PB-000021-2022
---	--

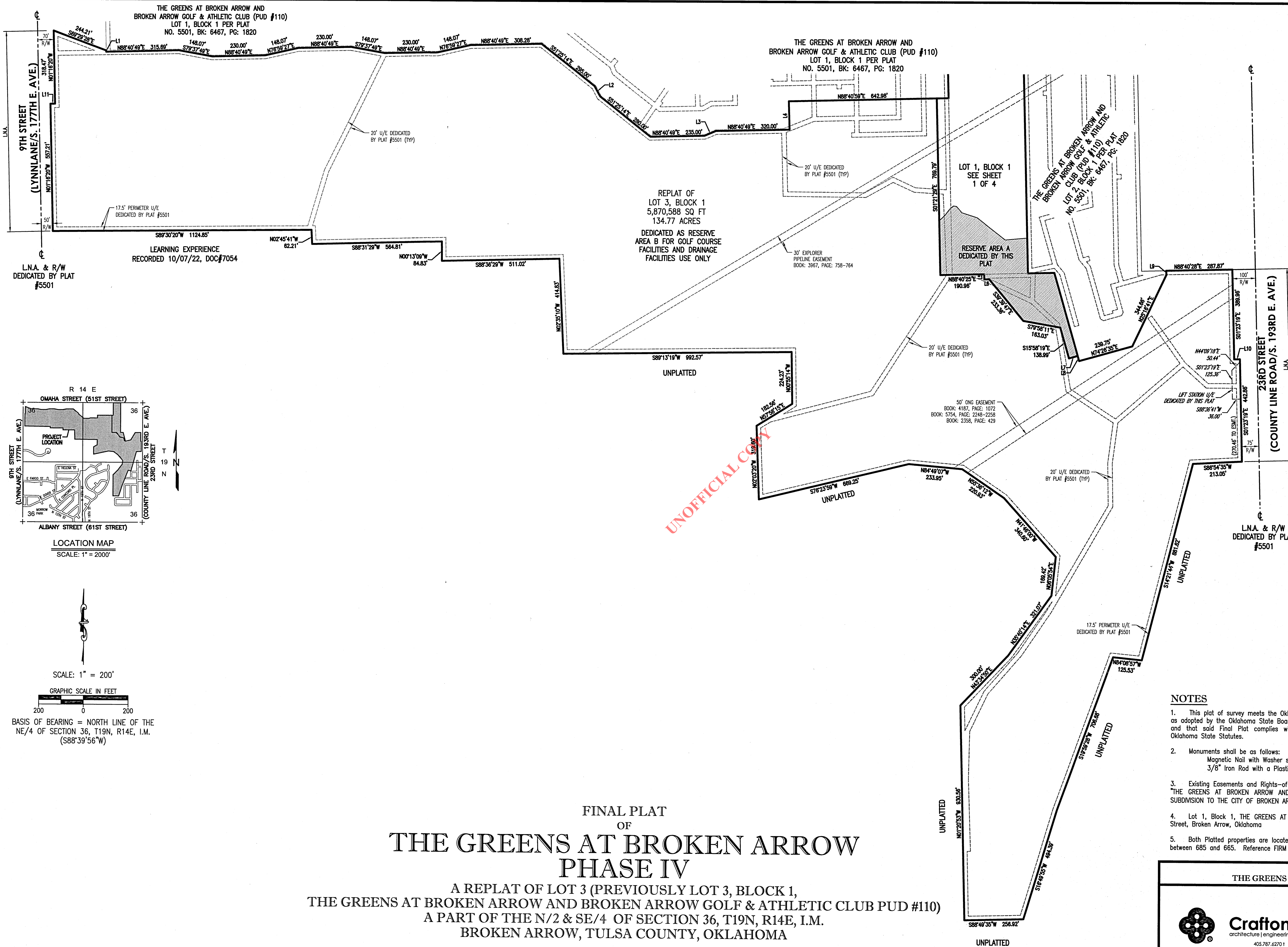


Crafton Tull
architecture | engineering | surveying

405.787.6270 t 405.787.6276
www.craftontul.com

SHEET NO.: 1 OF 4
DATE: 08/01/23
PROJECT NO.: 21805000

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2002



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 \$20,511 per trust receipt no.17463-17466 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: 08/18/2023

John M. Fournier

Tulsa County Treasurer

By: [Signature]

Deputy

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.69'	S01° 15' 04"E
L2	52.06'	S28° 49' 41"E
L3	53.99'	N66° 56' 13"E
L4	123.49'	N01° 35' 07"W
L5	22.46'	S01° 19' 35"E
L6	22.09'	S89° 56' 33"E
L7	39.69'	N74° 01' 41"E
L8	23.06'	S15° 57' 29"E
L9	17.80'	N03° 04' 43"W
L10	25.00'	N88° 36' 41"E
L11	20.00'	N88° 43' 40"E

LEGEND

- | | |
|---------|---------------------|
| P.O.B. | POINT OF BEGINNING |
| EX. | EXISTING |
| R/W | RIGHT-OF-WAY |
| BL | BUILDING LIMIT LINE |
| U/E | UTILITY EASEMENT |
| D/E | DRAINAGE EASEMENT |
| STAT. | STATUTORY |
| (ESMT.) | EASEMENT |
| L.N.A. | LIMITS OF NO ACCESS |

NOTES

- This plat of survey 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 and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
- Monuments shall be as follows:
Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or 3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"
- Existing Easements and Rights-of-Way shown on the Plat were dedicated by the Final Plat of: "THE GREENS AT BROKEN ARROW AND BROKEN ARROW GOLF & ATHLETIC CLUB (PUD #110) A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA" DOC #01008864
- Lot 1, Block 1, THE GREENS AT BROKEN ARROW PHASE IV, Overall Address: 1801 E, Omaha Street, Broken Arrow, Oklahoma
- Both Platted properties are located in Flood Zone AE Flood Plain with Floodway and Elevations between 685 and 665. Reference FIRM MAP #40143C0385M September 30, 2016.

FINAL PLAT
OF
THE GREENS AT BROKEN ARROW
PHASE IV
A REPLAT OF LOT 3 (PREVIOUSLY LOT 3, BLOCK 1,
THE GREENS AT BROKEN ARROW AND BROKEN ARROW GOLF & ATHLETIC CLUB PUD #110)
A PART OF THE N/2 & SE/4 OF SECTION 36, T19N, R14E, I.M.
BROKEN ARROW, TULSA COUNTY, OKLAHOMA

FINAL PLAT
THE GREENS AT BROKEN ARROW PHASE IV

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com

CASE #: PT22-102
BA PROJECT #: PR-000021-2022

SHEET NO.: 2 OF 4
DATE: 08/01/23
PROJECT NO.: 21805000

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

For the Final Plat of The Greens at Broken Arrow, Phase IV, a Replat of Lot 3 (Previously Lot 3, Block 1, The Greens at Broken Arrow and Broken Arrow Golf & Athletic Club PUD #110) a part of the N/2 & SE/4 of section 36, T19N, R14E, I.M. Broken Arrow, Tulsa County, Oklahoma.

A tract of land situated within the Northeast Quarter (NE/4) OF Section Thirty-Six (36), Township Nineteen North (T19N), Range Fourteen East (R14E) of the Indian Meridian (I.M.), Broken Arrow, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at a Found 5/8" Rebar for the Northeast Corner of said NE/4; thence S88°39'56"W, along the North line of said NE/4, 989.26 feet to the POINT OF BEGINNING; thence

S01°22'01"E, 1319.80 feet to a Found 3/8" Rebar (CTSA), passing a found 3/8" Rebar (MDS CA335) at 49.87 feet, which bears N79°54'27"W, 0.32 feet from a Found 3/8" Rebar CTA CA#973); thence N88°40'25"E, 114.85 feet to a Found 3/8" Rebar (CTSA); thence S15°57'30"E, 374.73 feet, passing a Found 3/8" Rebar (CTSA) at 342.80 feet; thence S74°01'41"W, 39.69 feet; thence N15°58'19"W, 138.99 feet; thence N79°58'11"W, 163.03 feet; thence N39°39'47"W, 233.36 feet; thence N89°56'33"W, 22.09 feet; thence N01°19'35"W, 22.46 feet; thence S88°40'25"W, 190.96 feet, passing a Found 3/8" Rebar (CTA) at 139.21 feet; thence N01°21'29"W, 769.79 feet; thence N88°38'31"E, 51.84 feet to a Found 1/2" Rebar; thence N01°21'35"W, 549.94 feet, passing a Found 3/8" Rebar at 500.16 feet; thence N88°39'56"E, 329.63 feet to the POINT OF BEGINNING.

Said tract contains 535,332 SQ. FT. or 12.29 Acres, more or less.

TOGETHER WITH:

Lot Three (3), Block One (1), THE GREENS AT BROKEN ARROW AND BROKEN ARROW GOLF & ATHLETIC CLUB, A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, according to recorded Plat No. 5501 Book 6467, Page. 1820.

LESS AND EXCEPT:

A tract of land being a portion of said lot 3:

Commencing at the Northwest corner of said NE/4 of Section 36, T19N, R14E; thence N88°39'56"E, 1318.54 feet along the North line of said NE/4; thence S01°21'35"E, 549.94 feet to the POINT OF BEGINNING; thence

S01°21'35"E, 769.82 feet; thence S88°40'25"W, 59.86 feet; thence N01°21'29"W, 769.79 feet; thence N88°38'31"E, 59.84 feet to the POINT OF BEGINNING.

Said tract contains 46,073.60 SQ. FT. or 1.06 Acres, more or less.

LESS AND EXCEPT:

A Tract of land being a portion of said Lot 3,

Commencing at the Northwest Corner of said NE/4 of Section 36, T19N, R14E; thence N88°39'56"E, 1648.17 feet along the North line of said NE/4; thence S01°22'01"E, 1319.80 feet to the POINT OF BEGINNING; thence

N88°40'25"E, 114.85 feet; thence S15°57'30"E, 374.73 feet; thence S74°01'41"W, 39.69 feet; thence N15°58'19"W, 138.99 feet; thence N79°58'11"W, 163.03 feet; thence N39°39'47"W, 233.36 feet; thence N89°56'33"W, 22.09 feet; thence N01°19'35"W, 22.46 feet; thence N88°40'27"E, 190.70 feet; thence POINT OF BEGINNING.

Said tract contains 60,262.03 SQ. FT. or 1.38 Acres, more or less.

Total Platted Area: 147.06 Acres
Reserve Area A: 3.28 Acres
Reserve Area B: 134.77 Acres

And has caused the above described lands to be surveyed, staked, platted, and subdivided into 2 separate lots including reserved areas in conformity with the accompanying plat and survey (hereinafter the "Plat") and has entitled and designated the subdivision as "The Greens At Broken Arrow Phase IV, A Replat of Lot 3 (Previously Lot 3, Block 1, The Greens at Broken Arrow and Broken Arrow Golf & Athletic Club PUD #110) a part of the N/2 & SE/4 of section 36, T19N, R14E, I.M. Broken Arrow, Tulsa County, Oklahoma (hereinafter the "Subdivision").

SECTION I. STREETS, EASEMENTS, UTILITIES AND DRAINAGE

A. Public Streets and General Utility Easements

The Owner/Developer hereby dedicates to The City of Broken Arrow Right of Way along Omaha Street (51st Street) as depicted on the Plat. The Owner/Developer does further dedicate for public use the utility easements as depicted on the Plat as "U.E." or "Utility Easement", for the several purposes of construction, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, underground electric power lines and transformers, gas lines, water lines and cable television line, 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 the same utility rights and easements within the private parking lots and driveways constructed, provided however, the Owner/Developer hereby reserves the right to construct and maintain water lines and sewer lines, together with the right of ingress and egress for such purposes over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to other areas within or outside Plat and the Owner/Developer further reserves the right within the utility easements to construct and maintain fences and walls, sidewalks, private drives, parking areas, landscaping, hardscaping, irrigation systems, subdivision signage and entry features and other non-obstructing improvements.

B. Underground Service

- Overhead lines for the supply of electric, telephone, and cable television services shall be restricted to the parameter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable. Elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television, fiber, and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights of way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways. Gas lines shall be restricted to the parameter easements unless otherwise indicated on the Plat for specific use as gas service.
- Underground service cables to all structures which may be located within the subdivision may be run from the nearest 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 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 5' strip extending 2.5 feet on each side of the service cable or line extending from the service pedestal, or transformer to the service entrance on the structure.

- The suppliers of electric, telephone, cable television, fiber, through their agents and employees, shall at all-time have the right of access to all easement ways 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 line installed by the supplier of the utility service. In no way does this grant of utility easement allow any utility provider the ability to attach to or construct upon the buildings located in the subdivision without prior approval of the Owner/Developer
- The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, fiber, or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities.
- The foregoing covenants set forth in this paragraph B shall be enforceable by each supplier of the electric, telephone, cable television, fiber, or gas service and the owner of the lot agrees to be bound hereby.
- Water and Sewer
 - The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the lot.
 - Within the utility easement areas depicted on the Plat, or otherwise provided for in this Deed of Dedication, the alteration of ground elevations in excess of three feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. With the utility easements, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level aperture, including valve boxes, fire hydrants, and manholes shall be adjusted to the altered round elevations by the owner of the lot or at its election, the City of Broken Arrow, Oklahoma may make such adjustment at the owner of the lot's expense.
 - The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.
 - The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements ways depicted on the Plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintain, or removing or replacing any portion of underground water or sewer facilities.
 - The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby
- Gas Transmission

The Owner/Developer does hereby dedicate a 30' wide exclusive easement to Explorer Pipeline as depicted on the Plat centered on the pipeline as laid. Along with the easement, 50' building setbacks are established each side of said pipeline as laid. Any grading, driveways, or utilities to be installed across or within the 30' easement shall require an encroachment agreement with the Pipeline Company.

E. Overland Drainage Easements

- For the common use and benefit of the owner of lots within the Subdivision and for the benefit of the City of Broken Arrow, Oklahoma, the Owner/Developer hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the plat as "OD/E" or "Overland Drainage Easement", including Reserves A and B for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivision.
- Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the Broken Arrow, Oklahoma, and plans and specifications approved by the City of Engineer of the City of Broken Arrow, Oklahoma.
- No fence, wall building or other obstruction may be placed or maintained in the overland drainage easements areas, nor shall there be any alteration of the grades or contours in the easement areas, unless approved by the City Engineer of the City of Broken Arrow, Oklahoma, provided, however, that any routine maintenance or improvement of the golf course, cart paths installed at grade, the planting of turf or single trunk trees having a caliper of not more than 2 1/2 inches shall not require approval.
- The overland drainage easements areas and facilities located therein shall be maintained by the owner of the lot or the Management Company as established for such purposes identified in Section III MANAGEMENT COMPANIES upon which the drainage easement is located at the owners cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner of lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow, Oklahoma may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma, may file a record of copy of the statement of costs, and thereafter the costs shall be a lien against the owner of the lot. A lien established as above provided may be judicially foreclosed.

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 form private driveways and parking lots. No lot owner shall construct or permit to be construed any fencing or other obstructions which would impair the drainage of storm and surface water over and across his lot. The forgoing covenants set forth in this paragraph F shall be enforceable by an effected lot owner and by the City of Broken Arrow, Oklahoma.

G. Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, fiber or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Stormwater Detention

- For the common use and benefit of the owner of lots within the subdivision and for the benefit of the City of Broken Arrow, Oklahoma, the Owner/Developer does hereby dedicated to the public and grant and establish perpetual easements on, over, and across Reserve areas "A" and "B" depicted on the plat being the same as "Overland Drainage Easements" for the purpose of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within The Greens at Broken Arrow, Phase IV, and from properties not included with The Greens at Broken Arrow, Phase IV, provided however, the Owner/Developer reserves the right to construct and maintain landscaping, hardscaping, golf course, and other improvements which do not interfere with the intended drainage and detention functions.
- Detention and other drainage facilities constructed within reserve areas "A" and "B" shall be in accordance with adopted standards of the City of Broken Arrow, Oklahoma and plans and specifications approved by the City Engineer of the City of Broken Arrow, Oklahoma.
- Detention and other drainage facilities constructed within reserve areas "A" and "B" shall be maintained by The Golf Course Management Company to be formed pursuant to Section III. Maintenance shall be performed to the extent necessary to achieve the intended drainage and detention functions including repair of erosion and appurtenances and removal of debris, obstructions, and siltation and performance of routine and customary grounds maintenance within the stormwater detention easement area. Maintenance shall be at the cost of the Management company and shall be in accordance with the following standards:

- The detention Easement areas shall be kept free of silt, obstruction and litter.
 - The detention easement areas shall be mowed during the growing season at intervals not exceeding 2 weeks.
 - Detention and drainage facilities shall be maintained in good operating condition.
 - The banks or side slopes shall be maintained sufficiently to prevent erosion.
 - The grades of the detention area exiting upon completion of the detention and drainage facilities shall not be altered.
- In the event the Management Company should fail to properly maintain the detention easement areas as above provided, the City of Broken Arrow, Oklahoma may enter the Detention Easement Area and perform such maintenance, and the cost thereof shall be paid by The Golf Course Management Company.
 - In the event the Management Company, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, 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 Lot 4 of the subdivision.
 - A lien established as above provided maybe judicially foreclosed.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, The Greens at Broken Arrow Phase IV (Lot 1 of this plat) was submitted as a planned unit development (entitled PUD No. 110C) as provided within Section 2.6 Special Purpose and Overlay Districts of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended; and

WHEREAS, The Greens at Broken Arrow Phase IV (Reserve A, a replat of part of Lot 3, Block 1) being part of a previously approved planned unit development (entitled PUD No. 110) that was approved by City council On March 2, 1998 and currently developed as a golf course; and

WHEREAS, The planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

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

THEREFORE, THE Owner/Developer does hereby impose the following restrictions and covenants for Lot 1 in accordance with PUD 110C shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

- Permitted Uses: Uses permitted as a matter of right in the RM Residential Multifamily district and uses customarily accessory to permitted uses. Accessory buildings and amenities shall include clubhouse, pool, pool buildings, gazebos, and mailbox buildings.
- Maximum Number of Units: The maximum allowed by The City of Broken Arrow Zoning Ordinance for a PUD, being (min gross land area per dwelling unit 2200 SF). All dwelling units shall be either 1-bedroom or 2-bedroom units. Lot 4 shall have a maximum 246 units.
- Off-street Parking: 1.5 stalls per dwelling unit for one bedroom units and two bedroom units. Total number of units is 246. (Three bedroom units are not allowed in this PUD)
- Maximum Building Heights: 45FT to the highest roof ridge line
- (3-Story building)
- Minimum Building Setbacks and Buffers:
 - North Property Line (Omaha Street Frontage): 35' Landscape Buffer and 35' Building Setback with no parking in front of building.
 - East/West/South Property Line: 0' Landscape Buffer and 0' Building Setback. Interior Landscaping shall be required per Chapter 5.2 of the zoning ordinance. General character of landscaping installed with PUD 110 shall be consistent with this PUD.
- Minimum Distance Between Buildings: 20 Feet
- Minimum Livability Open Space Per Dwelling Unit: 1200 SF. Access to the golf course, which is considered common space, will be provided for The Fairways at Broken Arrow.
- Landscaping, Trees, Screening, and Fencing: A landscape edge of at least 35 feet in width is required for the frontage of Omaha Street and shall stay consistent with the development standards as approved by PUD 110. This shall include the required tree plantings, sidewalk, and ornamental iron fence with brick columns every 40' on center. Interior lot lines for the east, west, and south are not considered landscape edges, however, all interior parking lot landscape and building landscaping as required by section 5.2 of the zoning ordinance shall remain in effect.
- Signs: As permitted and regulated by Chapter 5, Section 5.7 signs for uses permitted in this PUD. One monument sign to be maximum of 64 square feet of sign surface area shall be allowed. Sign shall be located outside the public right of way and utility easement.
- Lighting: As permitted and regulated by Chapter 5, Section 5.6 exterior lighting for the uses permitted in this PUD.
- Building Facades: As required and regulated by Chapter 5, Section 5.5 Multi-Family Residential Building Design Standards except those as identified in PUD # 110C
- Storage and Accessory Elements: Accessory buildings shall be designed with materials and architectural elements that are similar to the primary buildings shown on Exhibit C and D. This may include pool buildings, and mail buildings. A single storage buildings will be part of this PUD with similar materials and architectural elements.
- Access/Fencing: A minimum of one cross access to the existing parking lots and drives of PUD 110 to the east and to the west shall be provided. Mutual access across Lot 1, Block 1 is being dedicated by separate instrument. No additional access points will be added to Omaha Street. A six foot high architectural metal fence with brick columns every 40' on center matching the existing fence for PUD 110 shall be installed along the frontage of this property along Omaha Street.

SECTION III. RESERVES

- Reserve area "A", a replat of part of Lot 1, Block 1, The Greens at Broken Arrow Phase IV Plat shall be limited to use for golf course facilities and drainage facilities. Maintenance of said reserve area shall be performed by The Golf Course Management Company to be formed pursuant to Section III.
- Reserve area "B", a replat of part of Lot 3, Block 1, shall be limited to use for golf course facilities and drainage facilities. Maintenance of said reserve area shall be performed by The Golf Course Management Company to be formed pursuant to Section III. Club house, cart building, pool and other structures area constructed outside the current FEMA flood hazard areas.

SECTION IV. Utility and Governmental Services Access Easement

- The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, any public utility providing service to the subdivision, and any refuse collection service which provides service within the Subdivision, the right to enter and traverse the driveways to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment.

SECTION V. MANAGEMENT COMPANIES

- The Owner/Developer, its successors and assigns, shall designate a management company to maintain and operate all grounds and lands within the platted lots of The Greens at Broken Arrow Phase IV.
 - Lot 3 and Reserve area "A" within Lot 4 shall be operated and maintained by The Golf Course Management Company.
 - Lot 4, excluding Reserve area "A" shall be operated and maintained by The Apartment Management Company.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

- Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. STREETS, UTILITIES, AND EASEMENTS are set forth certain covenants and the enforcement rights pertaining thereto, and additionally, the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section II. PLANNED UNIT DEVELOPMENT RESTRICTIONS are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the owners of lots within the Subdivision, and shall inure to the benefit of and enforceable by the City of Broken Arrow, Oklahoma.
- Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any even shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.
- Amendment

The covenants contained within Section I. STREETS, UTILITIES, AND EASEMENTS may be amended or terminated at any time by 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 City Council, or its successors and the City of Broken Arrow, Oklahoma. The covenants contained within Section II. PLANNED UNIT DEVELOPMENT RESTRICTIONS may be amended or terminated at any time by 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 City Council, or its successors.
- Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or effect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 16th day of Aug, 2023

The Greens at Broken Arrow, Phase IV, a Limited Partnership
By: The Greens at Broken Arrow Phase IV Management Company, Inc.,
Its General Partner

By: James Earl "Lyndy" Lindsey, President

Broken Arrow Golf Development, a Limited Partnership
By: The Greens at Broken Arrow Management Company, Inc.,
Its General Partner

By: James Earl "Lyndy" Lindsey, President

STATE OF ARKANSAS)
)SS:
COUNTY OF WASHINGTON)

Before me, the undersigned Notary Public, in and for said County and State on this 16th day of August, 2023, personally appeared James Earl "Lyndy" Lindsey, President of The Greens at Broken Arrow Phase IV Management Company, Inc., General Partner of The Greens at Broken Arrow, Phase IV, a Limited Partnership, and President of The Greens at Broken Arrow Management Company, Inc., General Partner of Broken Arrow Golf Development, a Limited Partnership, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

9-1-2024

JOY L. HOOPS
Notary Public
Washington County - Arkansas
Commission # 12400437
Expires: September 1, 2024


Notary Public

CERTIFICATE OF SURVEY

I, Jeremy A. Lawson, Licensed Professional Land Surveyor, in the State of Oklahoma, do hereby certify that a survey was made under my direct supervision of the hereon described property situate within Tulsa County. The survey was made on the ground using at least the minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and further certify that plat meets said standards and accurately represents said survey.

Jeremy A. Lawson
Jeremy A. Lawson, LPLS 1916



FINAL PLAT THE GREENS AT BROKEN ARROW PHASE IV	
300 Pointe Parkway Blvd. Yukon, Oklahoma 73099	CASE #: PT22-102 BA PROJECT #: PR-000021-2022
 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6274 www.craftontull.com	SHEET NO.: 3 OF 4 DATE: 08/01/23 PROJECT NO.: 21805000
CERTIFICATE OF AUTHORIZATION CA 973 (PE&LS) EXPIRES 6/30/2024	

<p align="center">FINAL PLAT THE GREENS AT BROKEN ARROW PHASE IV</p>	
<p>300 Pointe Parkway Blvd. Yukon, Oklahoma 73099</p>	<p>CASE #: PT22-102 BA PROJECT #: PR-000021-2022</p>
 <p>Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com</p>	<p>SHEET NO.: 4 OF 4 DATE: 08/01/23 PROJECT NO.: 21805000</p>
<p><small>CERTIFICATE OF AUTHORIZATION: CA 975 695 EXPIRES 4/30/2024</small></p>	