



City of Broken Arrow
Meeting Agenda
Board of Adjustment

City of Broken Arrow
Council Chambers
220 S 1st Street
Broken Arrow OK
74012

Monday, September 12, 2016

5:00 PM

Council Chambers

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [16-1039](#) Consideration and possible action regarding Board of Adjustment recorded meeting minutes of August 8, 2016

Attachments: [08Aug16 Minutes](#)

4. Public Hearings

- A. [16-1058](#) Public hearing, consideration, and possible action regarding BOA 718, Stone Horse of Broken Arrow, Lot 2, Block 7, 0.36 acres, RS-3, request to reduce the front building setback line from 25 feet to 20 feet and reduce the south side yard from 5 feet to 2 feet, located one-quarter mile north of Jasper Street, one-quarter mile east of Olive Avenue at 7504 S. Laurel Avenue

Attachments: [2-CASE MAP.BOA-718.pdf](#)
[3-AERIAL.BOA 718-STONE HORSE OF BROKEN ARROW.pdf](#)
[4-SURVEY OF 7504 S. LAUREL AVENUE BY HARDEN AND ASSOCIATE](#)
[5-HOUSE LOCATION EXHIBIT.pdf](#)
[6-SITE PLAN SUBMITTED FOR BUILDING PERMIT.pdf](#)
[7-LETTER SUBMITTED BY APPLICANT.pdf](#)
[8-PHOTOGRAPHS SUBMITTED BY APPLICANT.pdf](#)
[9-STONE HORSE RECORDED PLAT.pdf](#)

5. General Board Business

- A. [16-1037](#) Consideration and possible approval of 2017 calendar and Board of Adjustment meeting schedule

Attachments: [BOA Calendar 2017](#)

- B. [16-1038](#) Election of Board of Adjustment Members for 2017-2018

6. Remarks, Inquiries, and/or Comments by the Board and/or Staff (No Action)

7. Adjournment

NOTICE:

- 1. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE PLANNING DIVISION AT 918 259 8412 TO MAKE ARRANGEMENTS.**
- 2. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE BOARD OF ADJUSTMENT MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 3. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE MEETING.**

Posted on _____ 2016, at _____ am/pm.

CITY CLERK



City of Broken Arrow

Fact Sheet

File #: 16-1039, **Version:** 1

**Broken Arrow Board of Adjustment
Meeting of: 09-12-2016**

To: Chairperson and Board Members
From: Development Services Department
Title:

Consideration and possible action regarding Board of Adjustment recorded meeting minutes of August 8, 2016

Background:

Minutes recorded for the Broken Arrow Board of Adjustment meeting.

Prepared By: Karissa Fischer

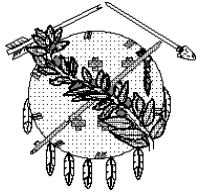
Reviewed By: Farhad K. Daroga

Approved By: Michael W. Skates

Attachments: Board of Adjustment minutes of August 8, 2016

Recommendation:

Approval of the minutes of **August 8, 2016 Board of Adjustment meeting.**



City of Broken Arrow
Minutes
Board of Adjustment

City of Broken Arrow
Council Chambers
220 S 1st Street
Broken Arrow OK
74012

Monday, August 8, 2016

5:00 PM

Council Chambers

1. Call to Order

The meeting was called to order by Chairperson, Archer Honea, at 5:00 p.m.

2. Roll Call

Present 4 - Randy Cherry, Stanley Evetts, Archer Honea, and Harold Tohlen

Absent 1 - Steve Knight

3. Consideration of Consent Agenda

Archer Honea said before continuing on to agenda items, the Board would like to recognize Ralph Crotchett, who recently retired from the Board.

Mr. Honea said Ralph Crotchett served on the Board of Adjustment with distinction and integrity. He said working with Mr. Crotchett was an honor and in an effort to express a token of appreciation, the Board and Staff wanted to present a plaque to Mr. Crotchett.

Ralph Crotchett stepped to the podium and Archer Honea presented him with a plaque of recognition for his many years of service on the Board of Adjustment.

A. [16-860](#) **Approval of Board of Adjustment Special Meeting Minutes held, October 28, 2015**

Randy Cherry said an adjustment needs made to page two, third paragraph of the minutes where it says, "...He said the site supervisor, for the house construction, called him requesting a setback inspection. ..." Mr. Cherry asked if this should say footing inspection instead of setback inspection.

Farhad Daroga said the two terms are interchangeable. A setback is the generic term for where a footing can come up to.

Archer Honea said the inspection was predicated on the fact that the builder could not find the corner pin for the footing and neither could the City inspector. Randy Cherry asked how they can do a setback inspection.

Farhad Daroga said the footing is part of the structure. The setback is the measurement,

that had to be 25 feet.

Archer Honea asked Randy Cherry if, in his experience, they are two different types of inspections. Randy Cherry said an inspector typically looks at the steel, depth and construction of a footing and how it has been dug. Mr. Cherry said there are procedures to verify that the distance is correct, according to the building, which is the builder's responsibility, not the inspector's.

Farhad Daroga said inspector's also check dimensions. Randy Cherry said this is done when the pins are available; however, inspector's check the dimensions as a courtesy more than a requirement of the inspection. Mr. Cherry said the minutes are fine; the question was raised due to terminology.

A motion was made by Stanley Evetts, seconded by Randy Cherry, that this Consent Item be approved, as presented. The motion carried by the following vote:

Aye: 3 - Randy Cherry, Stanley Evetts, and Archer Honea

Abstain: 1 - Harold Tohlen

4. Public Hearings

- A. [16-818](#) **Public hearing, consideration, and possible action regarding BOA 716, Iron Horse Ranch, Lot 2, Block 1, 0.25 acres, RS-3, request to reduce the building setback line along 2805 W. Imperial Street from 25 feet to 23 feet, located one-half mile west of Aspen Avenue, north of Jasper Street**

Brent Murphy presented this case saying this was a variance request to reduce the building setback line from 25 feet to 23 feet, at 2805 W. Imperial Street. The property is located on Lot 2, Block 1 of Iron Horse Ranch Addition, and is approximately one-half mile west of Aspen Avenue and north of Jasper Street. In December 2015, a survey was conducted for the second buyer of the home. The survey found the very northwest corner of the building is located over the setback line by 1.7 feet.

Staff reviewed the six conditions required of a variance application and feel this case meets those requirements and recommended approval of BOA 716 for the existing structure only. Any new construction will require compliance with the current Zoning Ordinance.

The applicant, Barbara Rau, 2805 W. Imperial Street, addressed the board. She was asked if the measurement for the survey included the porch post or if it was from the corner of the house itself. She said her builder said when the house was originally being built, the cul-de-sac was not completely finished and he took his measurement from what he thought was the center of the cul-de-sac. Subsequently, he found he was off by 1.7 feet. She was not sure if he was measuring to the edge of the porch or to the edge of the house because her builder did not say.

Farhad Daroga asked if the porch was covered and the applicant said yes. When asked, Lesli Myers, Legal Department, said they could approve the variance to reduce the setback to the edge of the existing porch.

No one spoke in opposition to the case.

A motion was made by Randy Cherry, seconded by Stanley Evetts, that BOA 716 be approved for the existing structure only. The motion carried by the following vote:

Aye: 4 - Randy Cherry, Stanley Evetts, Archer Honea, and Harold Tohlen

Absent: 1 - Steve Knight

- B. [16-841](#) Public hearing, consideration, and possible action regarding BOA 717, Kenwood Addition, Lot 1, Block 2, 0.30 acres, R-2, request to reduce the building line setback along both N. Kenwood Avenue and N. Highland Drive to accommodate the encroachment of the existing structure into the building line setback requirement, located one-half mile east of Elm Place, north of Kenosha Street at 1036 N. Kenwood Drive**

Brent Murphy presented the case stating this was a variance request to reduce the front building setback on North Kenwood Avenue and North Highland Drive for the existing structure on the property. The existing structure encroaches approximately 20 feet into the 25-foot building setback along North Highland Drive and approximately 15 feet into the 25-foot building setback along North Kenwood Avenue. This home is located on Lot 1, Block 2 in the Kenwood Addition, which is located one-half mile east of Elm Place, north of Kenosha Street. The actual address is 1036 North Kenwood Drive. In May 2016, there was a survey completed for mortgage purposes because the existing owner is selling the property. The survey revealed a 30 foot setback according to the plat from 1940. The Zoning Ordinance requires a 25 foot setback. The house was built in the 1950's and was not in the city limits at that time, but was annexed in 1983. The current owner purchased the property in the 1990's and was unaware of any setback issues.

Staff has reviewed the six conditions for a variance request and feel this case meets those requirements and recommends BOA 717 be approved for the existing structure only and any future additions will be in compliance with the Zoning Ordinance. Discussion continued.

Ronald Whiting, 1036 N Kenwood Avenue, spoke in favor of the variance. No one spoke against the variance.

A motion was made by Stanley Evetts, seconded by Randy Cherry, that BOA 717 be approved for the existing structure only. The motion carried by the following vote:

Aye: 4 - Randy Cherry, Stanley Evetts, Archer Honea, and Harold Tohlen

Absent: 1 - Steve Knight

5. General Board Business

Farhad Daroga introduced the new staff planner, Amanda Yamaguchi. He said she would be working closely with the Board of Adjustment. Mr. Daroga also said there would probably be a meeting in September. The issue of a Vice Chairperson should be discussed. He also suggested that with the infrequency of meetings, the Board might consider approving a meeting schedule for 2017 at that time as well.

Archer Honea introduced Harold Tohlen, the newest Board of Adjustment member. Mr. Tohlen gave his background, saying he has been in public service nearly his entire working career.

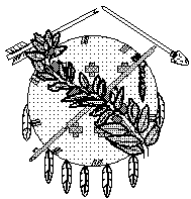
6. Remarks, Inquiries, and/or Comments by the Board and/or Staff (No Action)

7. Adjournment

A motion was made by Randy Cherry, seconded by Stanley Evetts, to adjourn. The motion carried by the following vote:

Aye: 4 - Randy Cherry, Stanley Evetts, Archer Honea, and Harold Tohlen

Absent: 1 - Steve Knight



City of Broken Arrow

Fact Sheet

File #: 16-1058, **Version:** 1

Broken Arrow Board of Adjustment

09-12-2016

To: Chairman and Board Members
From: Development Services Department
Title:

Public hearing, consideration, and possible action regarding BOA 718, Stone Horse of Broken Arrow, Lot 2, Block 7, 0.36 acres, RS-3, request to reduce the front building setback line from 25 feet to 20 feet and reduce the south side yard from 5 feet to 2 feet, located one-quarter mile north of Jasper Street, one-quarter mile east of Olive Avenue at 7504 S. Laurel Avenue

Background:

Applicant: Sean Bowen
Owner: Simmons Homes
Developer: Simmons Homes
Surveyor: James Edward Harden, Harden & Associates
Location: One-quarter mile north of Jasper Street, one-quarter mile east of Olive Avenue at 7504 S. Laurel Avenue
Size of Tract 0.36 acres
Number of Lots: 1
Present Zoning: RS-3
Comp Plan: Level 2

BOA 718 involves a request for a variance to reduce the front building setback line from 25 feet to 20 feet and reduce the south side yard from 5 feet to 2 feet. The home is located on Lot 2, Block 7 in the Stone Horse of Broken Arrow addition, one-quarter mile north of Jasper Street, one-quarter mile west of Olive Avenue. The property is zoned RS-3, which requires a front yard setback of 25 feet and a side yard setback of 5 feet.

Construction of a new two-story home was recently completed on the pie-shaped lot. A survey of the property that was sealed by the surveyor on July 5, 2016, revealed that the middle part of the structure encroached 4.4 feet into the front building setback line. In addition, the south side of the structure encroached 2.3 feet into the side yard setback. The initial site plan submitted by the applicant for a building permit showed the building to meet all the setback requirements.

According to information provided by the applicant, Simmons Homes contracted to have a footing installed on the property on February 9, 2016. The footing was laid out and installed incorrectly resulting in the home being built over the building lines. The incorrect layout was missed by the building contractor, the superintendent for the construction, and by the City inspector. Applicant states that the contractor they used

had come directly from digging a footing in the Spring Creek addition, which is part of a Planned Unit Development (PUD) that has a 20 - foot front building line setback instead of 25 feet. It is their understanding that this may have contributed to the footings being laid out incorrectly. In addition, there is a significant change in topography from the front of the lot to the rear of the lot impeding the line of sight on the property for locating property lines. Also, the pie-shaped lot is on a radius which makes the layout more difficult.

For a variance to be granted, there are six conditions that must be found by the Board of Adjustment. Staff explained these six conditions to the applicant during a predevelopment held on July 12, 2016. Staff requested that the applicant provide information to the Board showing how they met the six conditions for the Board to grant a variance. Information provided by the applicant with their application is included in this report.

1. There are unique physical circumstances or conditions, such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property.

Analysis:

The property is an irregular pie-shaped lot, with a curvilinear front lot line. The topography on the property slopes significantly from the front to the rear. Because of these conditions, the footings laid out by the contractor were incorrect and caused the structure to be built over the building setback lines.

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located.

Analysis:

Stone Horse of Broken Arrow is a new subdivision. The plat for the property was recorded in Tulsa County on October 7, 2015. This is the first and only structure in the addition that has been constructed over the building setback line. Therefore, the unusual circumstance does not exist throughout the neighborhood.

3. Such physical circumstances or conditions were not created by the applicant.

Analysis:

The incorrect layout of the footings was caused by the applicant. However, conditions that caused the incorrect layout, the curvature of the front of the lot and the topographic slope of the property, were not caused by the applicant.

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Ordinance.

Analysis:

Construction of the two-story house has been completed. According to the survey provided by the applicant, the center of the house encroaches 4.4 feet into the 25-foot front building line setback. The southeast corner of the house encroaches 2.3 feet into the 5-foot side building setback line. New homes have already been constructed and sold on the adjacent lots. It is not possible to reconfigure the house or the lot and come into conformance with the Zoning Ordinance. Without a variance to the setback line, the house will have to be completely demolished and rebuilt to come into compliance with the Zoning Ordinance. Because of the existing conditions, the property cannot be reasonably redeveloped in accordance with the provisions of this Ordinance.

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of

adjacent property.

Analysis:

Houses have already been built on the adjacent property to the north and to the east. The north and south corners of the house meet the 25-foot front yard setback requirement. The variance, if granted, will not alter the essential character of the neighborhood and will not substantially or permanently impair the appropriate use or development of the adjacent property.

6. The variance, if granted, would be the minimum variance that will afford relief and is the least modification possible of the provisions of this Ordinance that are in question.

Analysis:

Granting a variance to reduce the building setback line for the existing structure along the front and along the south side will allow the structure to remain in the current placement on the lot and is the minimum variance required.

Attachments:

Case map
Aerial Photo
Survey of 7504 S. Laurel Avenue by Harden & Associates
House Location Exhibit
Site plan submitted for building permit
Letter submitted by applicant
Photographs submitted by applicant
Stone Horse of Broken Arrow plat

Recommendation:

While every effort is made to avoid incorrect building locations, mistakes unfortunately occur. From January 1, 2001, to July 31, 2016, 9,253 single family building permits have been issued by the City of Broken Arrow. During this same time period, eight applications have been submitted to the Board of Adjustment for a variance request because the footings for structure were incorrectly staked, and some of these were off by only a few inches. This is a mistake ratio of less than 0.09 percent.

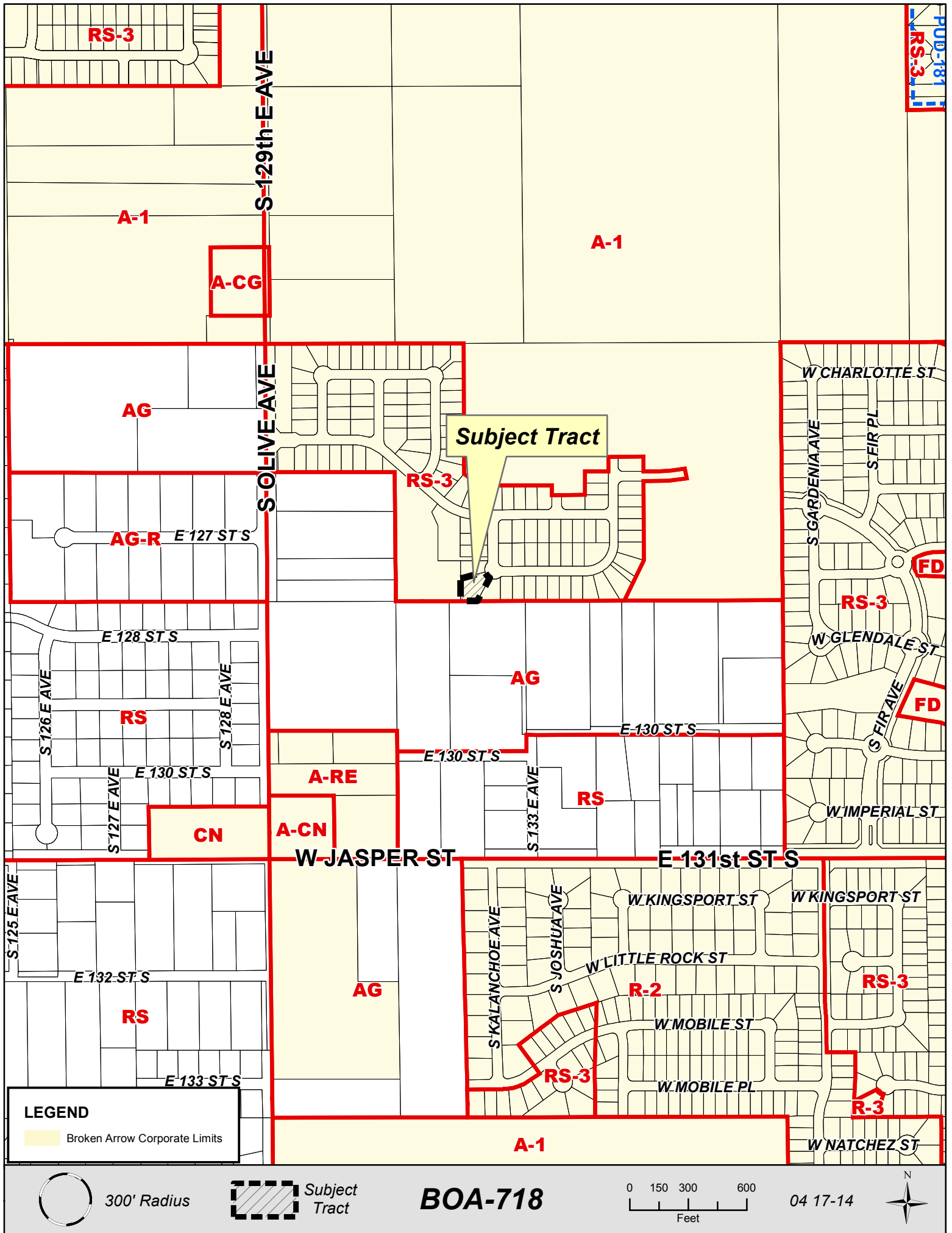
By State law and by the City of Broken Arrow Zoning Ordinance, for a variance to be granted, all six conditions listed above must be met. In Staff's opinion, the request for a variance to reduce the building setback line at 7504 S. Laurel Avenue for the existing structure meets the six conditions for the Board to grant a variance. Therefore, Staff recommends that BOA 718 be approved subject to the following conditions:

1. The variance shall be for the existing structure only. Any future additions onto the property shall be in compliance with the Zoning Ordinance.
2. To try and keep future building setback encroachments from occurring in the future with this builder, from now until December 31, 2017, Simmons Homes shall submit to the City of Broken Arrow a written statement signed and sealed by a licensed surveyor stating that the footings have been marked and meet all the setback requirements of the Zoning Ordinance. Such statement shall be submitted prior to any requests for a footing inspection.
3. The side yard privacy fence along the south boundary shall be located at least 5 feet away from the residential structure. To help ensure that the fence is properly located, the fence shall be installed by the builder along the south property line prior to receiving a final occupancy permit.

Reviewed By: Farhad Daroga

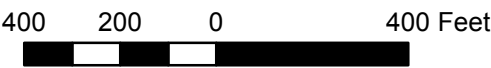
Approved By: Michael W. Skates

FKD: BDM





BOA 718
Stone Horse of Broken Arrow



B/E BURIED ELECTRIC
SERVICE CABLE ESMT
(APPROX LOCATION)
B/L BUILDING LINE
D/E DRAINAGE EASEMENT
U/E UTILITY EASEMENT
EM ELECTRIC METER

dwelling is 4.4' over B/L

Centerline 5' B/E

131.46'

40.12' R=50'

S. LAUREL AVE.

2-Story Brick Frame

133.43'

112.88'

17.5' U/E

17.5' U/E

86.95'

City of Brooklyn

AUG 1998

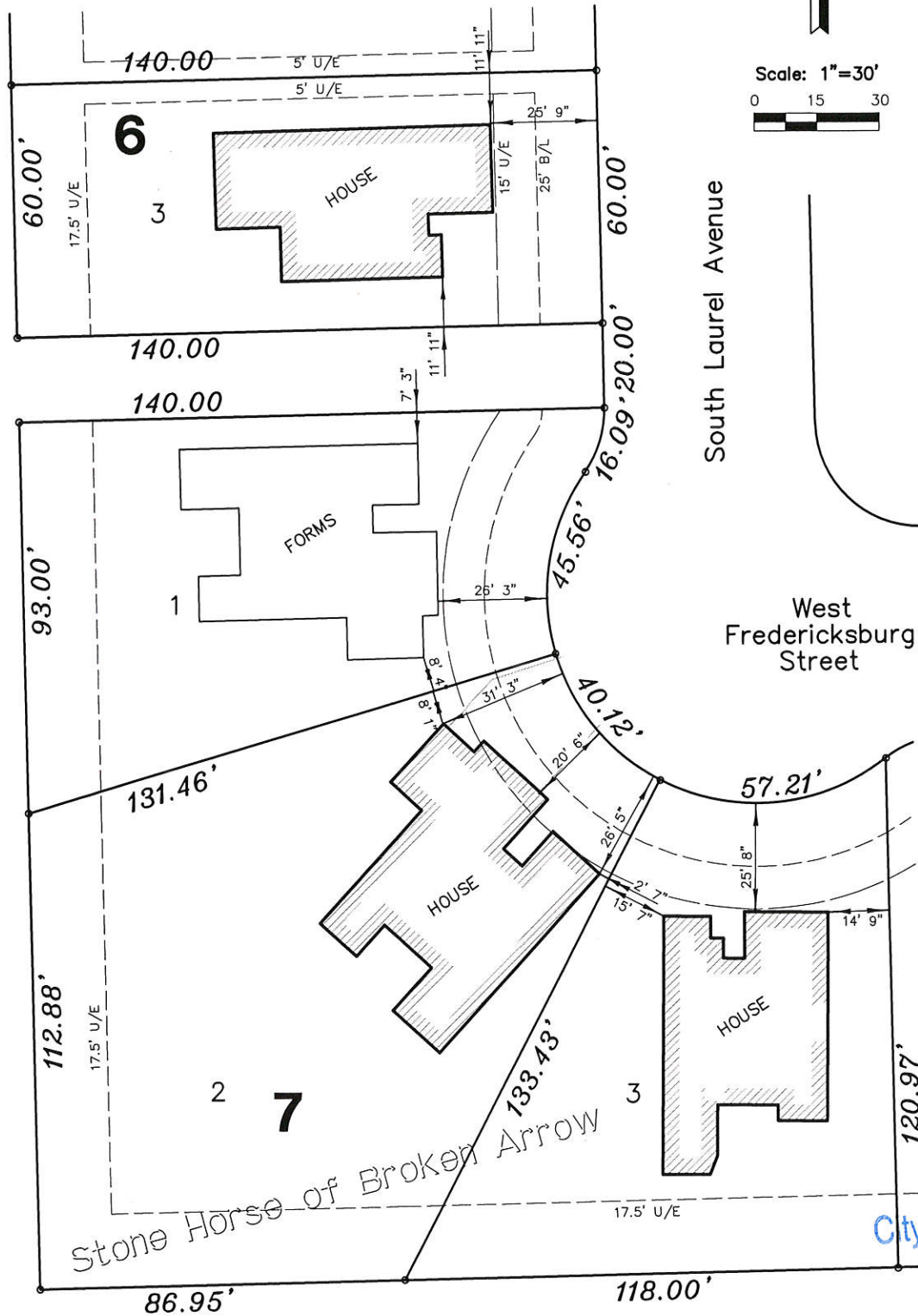
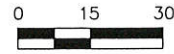
**HARDEN &
ASSOCIATES**
SURVEYING AND MAPPING, PC

(918) 234-4859 Office
(918) 437-5551 Fax

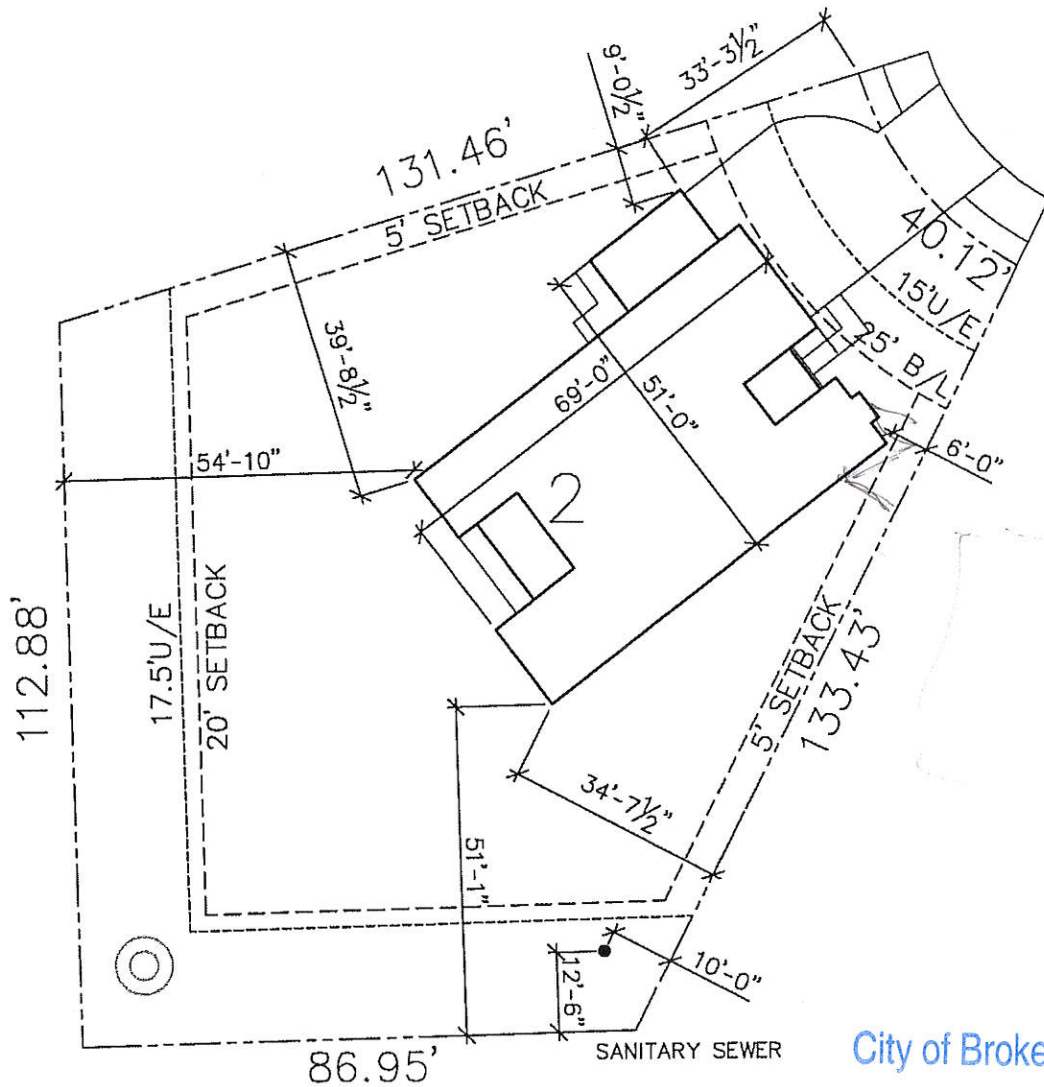
**Lot 3, Block 6 & Lots 1-3, Block 7
Stone Horse of Broken Arrow**



Scale: 1"=30'



0021501-0207 NGUYEN	L-2 B-7 STONE HORSE	HOUSE W=51'-0" D=69'-0" H=20'-5"	
MAXWELL-A-3CAR-R	SEC-4 T17N R14E	LOT AREA= 15,872 SQ. FT.	SOD= 12,740 SQ. FT.
7504 S. LAUREL AVE.		HOUSE AREA= 2,276 SQ. FT.	SILT=24 FT.
DECEMBER 8TH, 2015		FLAT WORK=1,300 SQ. FT.	DRIVEWAY=890 SQ. FT.



City of Broken Arrow

AUG 8 2016

PURCHASERS AGREES UPON SIGNING THAT
THERE WILL BE NO ADDITIONAL CHANGES TO
THE PLAN OR ITS POSITION ON THE LOT

Doan Nguyen
HOMEOWNER

DATE

12-23-15

SIMMONS REC.

DATE

SCALE 1:30

HOMEOWNER

DATE

Attention: City of Broken Arrow Planning Commission

On February 9th 2016, Simmons Homes contracted to have a footing installed on Lot 2 Block 7 in the Stone Horse subdivision. The footing was laid out and installed incorrectly resulting in the home being built over the build line.

The contractor that we used came directly from digging a footing for us in the Spring Creek addition that has a 20' build line rather than the 25' build line that is in Stone Horse. We think this may have been part of some confusion as to the incorrect layout of the footing. The lot also has some severe topography from the front of the lot to the rear of the lot impeding the line of sight of the property lines. The lot is on a radius that makes the layout more difficult for the contractor.

The footing was dug and called in for inspection and the incorrect layout was over-looked by our contractor, our superintendent, and the city inspector. The circumstances that led to the layout were a factor of the error.

The home is complete and with the layout of the lots and the surrounding houses there is no obvious visual encroachment that is offending in any manner.

Simmons Homes is requesting that a variance be made for the build line in the front of the property and the setback on the east side of the property.

Sincerely,



Sean Bowen

Simmons Homes

City of Broken Arrow

AUG 8 2016





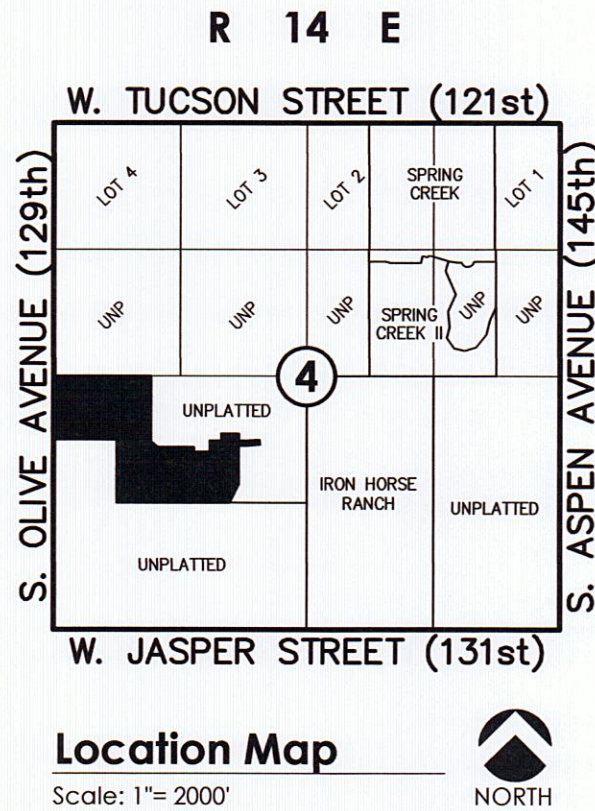






Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH OLIVE AVENUE (S. 129TH E. AVE.) RIGHT-OF-WAY IS DEDICATED BY THIS PLAT.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. AN ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.
- WHERE A BUILDING SETBACK IS LESS THAN 25' FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO THE ADJUTING STREET.
- LOTS 17, BLOCK 2, AND LOT 1, BLOCK 3 HAVE AN INCREASED FRONT BUILDING SETBACK IN ORDER TO MEET THE MINIMUM LOT WIDTH REQUIREMENTS AS DESCRIBED IN THE BROKEN ARROW ZONING CODE

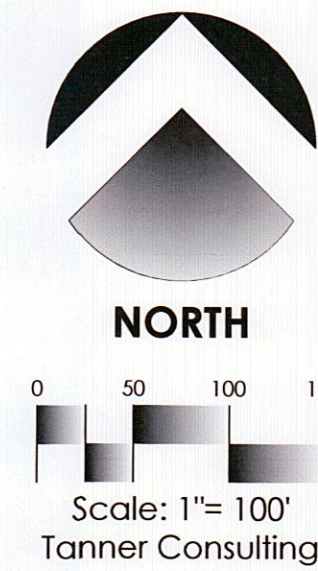


Stone Horse OF BROKEN ARROW

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
Stone Horse Development, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: DANIEL RUHL
11029 South Memorial Drive
Tulsa, Oklahoma 74133
Phone: (918)814-0881

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



SUBDIVISION CONTAINS:
ONE HUNDRED EIGHT (108) LOTS
IN ELEVEN (11) BLOCKS
WITH SIX (6) RESERVES
GROSS SUBDIVISION AREA: 33.875 ACRES

CERTIFICATE

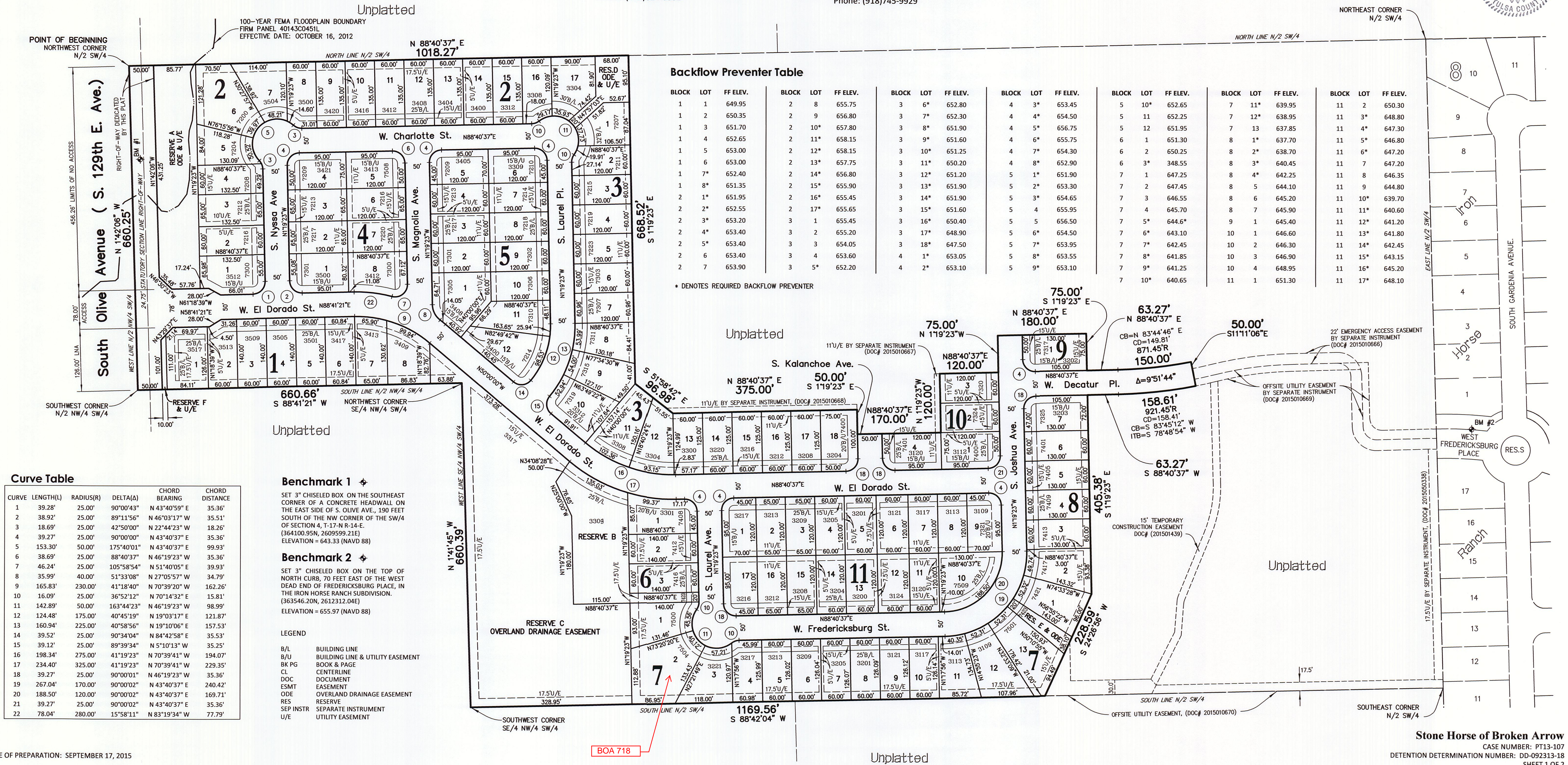
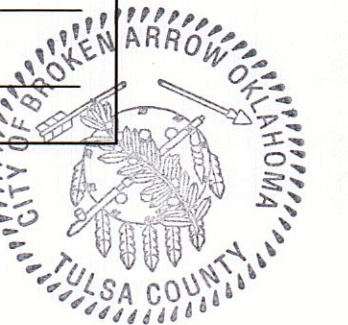
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$33,326.00 per trust receipt no. 14097 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be recorded. 2015 taxes may exceed the amount of the security deposit.

Dated: 10/07/15
Dennis Semler
Tulsa County Treasurer
By: *[Signature]*
Deputy

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }
I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 7th day of October 2015
PAT KEY, Tulsa County Clerk
By: *[Signature]*
Deputy

APPROVED 11-17-2014 by the City
Council of the City of Broken Arrow,
Oklahoma.
Mayor
Attest: City Clerk



Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) 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°40'37" EAST AND ALONG THE NORTH LINE OF SAID N/2 SW/4 FOR A DISTANCE OF 1018.27 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 668.52 FEET TO A POINT; THENCE SOUTH 51°58'42" EAST FOR A DISTANCE OF 96.98 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 1°19'23" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 1°19'23" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 63.27 FEET TO A POINT OF CURVATURE; THENCE ALONG AN 871.45 FOOT RADIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 9°51'44", A CHORD BEARING AND DISTANCE OF NORTH 83°44'46" EAST FOR 149.81 FEET, FOR AN ARC DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 11°11'06" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A 921.45 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 78°48'54" WEST, A CENTRAL ANGLE OF 9°51'44", A CHORD BEARING AND DISTANCE OF SOUTH 83°45'12" WEST FOR 158.41 FEET, FOR AN ARC DISTANCE OF 158.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°40'37" WEST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 63.27 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 405.38 FEET TO A POINT; THENCE SOUTH 24°26'56" WEST FOR A DISTANCE OF 228.59 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH 88°42'04" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1169.56 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SE/4 NW/4 SW/4; THENCE NORTH 1°41'45" WEST AND ALONG THE WEST LINE OF THE SE/4 NW/4 SW/4; THENCE NORTH 88°40'37" WEST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 660.39 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°41'21" WEST AND ALONG THE SOUTH LINE OF THE N/2 NW/4 SW/4, FOR A DISTANCE OF 660.66 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1°42'06" WEST AND ALONG THE WEST LINE OF THE N/2 NW/4 SW/4, FOR A DISTANCE OF 660.25 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,475,584 SQUARE FEET, OR 33.875 ACRES.

(THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83)).

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND ALLEYS, IN CONFORMANCE WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "STONE HORSE OF BROKEN ARROW", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

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 IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE DEVELOPER 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" AND ALL RESERVES FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE DEVELOPER HERIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING WITHIN SUCH EASEMENTS.

DATE OF PREPARATION: SEPTEMBER 17, 2015

Stone Horse OF BROKEN ARROW

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

B. UNDERGROUND SERVICE

1. 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 EACH LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT STRIP EXTENDING 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 SAID STRUCTURE.

2. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE SOUTH OLIVE AVENUE STREET RIGHT-OF-WAY AND WITHIN THE 17.5' PERIMETER EASEMENT ALONG THE NORTH BOUNDARY. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS 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 AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES 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 SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES

1. EACH OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, THE PUBLIC SANITARY SEWER MAIN AND STORM SEWER LOCATED ON SUCH LOT.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE 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 PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE ABOVE OWNER AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

SECTION II. RESERVES

A. RESERVE AREA "A" & "F"

THESE RESERVES ARE DESIGNATED TO BE USED FOR RECREATIONAL OPEN SPACE INCLUDING BUT NOT LIMITED TO LANDSCAPING, SIGNAGE, FENCING AND OTHER ENTRY FEATURES. FENCES CONSTRUCTED IN RESERVE AREAS "A" & "F" PARALLEL TO OLIVE AVENUE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

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

E. 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 AREA AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF 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 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.

G. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA"), EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.

2. WHERE BUILDING SETBACK IS LESS THAN 25 FEET FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO ABUTTING STREET.

3. THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

H. SIDEWALKS

1. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG OLIVE AVENUE AND ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

I. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE STATED HEREIN OF PROVIDING EQUIPMENT ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF RESERVE "D" BY THE CITY OR ITS DESIGNATED CONTRACTOR.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. RESERVE AREA "B"

THIS RESERVE IS DESIGNATED TO BE USED FOR CERTAIN RECREATIONAL ACTIVITY CENTERS INCLUDING BUT NOT LIMITED TO SWIMMING POOL FACILITIES, PLAYGROUNDS AND OTHER LANDSCAPING.

C. RESERVE AREA "C"

THIS RESERVE AREA IS DESIGNATED TO BE USED AS AN UNDEVELOPED BUFFER ZONE TO PROTECT THE EXISTING FLOODPLAIN LIMITS AND WETLAND FEATURES.

D. RESERVE AREAS "A, C, D" & "E"

THESE RESERVES ARE DESIGNATED AS OVERLAND DRAINAGE AREAS AND PROVIDE FOR UNINHIBITED ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE BY THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR.

E. ALL RESERVES

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.

2. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST 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 EACH OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED), WHICH MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; OR THE CITY OF BROKEN ARROW OR THE BROKEN ARROW ENGINEERING AND CONSTRUCTION DEPARTMENT MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

SECTION III. HOMEOWNERS' ASSOCIATION

1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN STONEHORSE DEVELOPMENT WHICH SHALL BE NAMED STONEHORSE HOMEOWNERS' ASSOCIATION FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE AREAS AND FURTHER ESTABLISHING PRIVATE RESTRICTIONS WHICH SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK.

2. MEMBERSHIP

EVERY RECORD OWNER OF A FEE INTEREST OF A LOT WITHIN THE STONEHORSE PLAT SHALL BE A MEMBER OF THE ASSOCIATION AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND NOT SEPARATED FROM THE OWNERSHIP OF THE LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE STONEHORSE HOMEOWNERS' ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY.

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. THE PREVAILING PARTY IN ANY SUCH SUIT SHALL BE ENTITLED TO RECOVER A REASONABLE ATTORNEY'S FEE AND THE COSTS OF THE ACTION.

WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH THEREIN OR IMPOSED THEREBY. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH IN SECTION I HEREOF WITH RESPECT TO SUCH COVENANTS ONLY, SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATIONS THEREOF. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE CITY SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT 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 SOONER TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

D. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND UTILITY EASEMENTS HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW CITY COUNCIL OR ITS SUCCESSORS AND THE CITY. THE COVENANTS WITHIN SECTION II, PRIVATE COVENANTS AND THE COVENANTS WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH TIME AS IT OWNS ANY LOT IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION; PROVIDING, HOWEVER, THAT SO LONG AS THE OWNER OWNS ANY LOT IN THE SUBDIVISION ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE OWNER. THE OWNER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, STONE HORSE, LLC., HAS EXECUTED THIS INSTRUMENT THIS 17th DAY OF SEPTEMBER, 2015.

STONE HORSE, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: 
DANIEL RUHL
MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF SEPTEMBER, 2015, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2016
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 ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "STONE HORSE OF BROKEN ARROW", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 17th DAY OF SEPTEMBER, 2015.




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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF SEPTEMBER, 2015, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2016
MY COMMISSION EXPIRES:


NOTARY PUBLIC



Stone Horse of Broken Arrow

CASE NUMBER: PT13-107
DETENTION DETERMINATION NUMBER: DD-092313-18
SHEET 2 OF 2



City of Broken Arrow

Fact Sheet

File #: 16-1037, **Version:** 1

Broken Arrow Board of Adjustment

09-12-2016

To: Chairman and Board Members
From: Development Services Department
Title: Consideration and possible approval of 2017 calendar and Board of Adjustment meeting schedule

Background:

For the past several years, Board of Adjustment meetings have been scheduled for the second Monday of each month at 5:00 p.m. in the City Council Chambers. In instances where the second Monday of the month was a holiday, the meeting was scheduled for the Tuesday immediately after the Monday holiday.

Attachments: None

Recommendation:

Staff recommends the Board approve the current meeting schedule of the second Monday of each month for the 2017 calendar year. In instances where the second Monday of the month is a holiday, the meeting shall occur on the Tuesday after the Monday holiday. Meetings shall occur at 5:00 pm in the City Council chambers.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: KJF

**2017 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
BOARD OF ADJUSTMENTS
CITY HALL COUNCIL CHAMBERS
220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA**

<u>DATE</u>	<u>TIME</u>	<u>PLACE</u>
January 9, 2017	5:00 p.m.	City Council Chambers
February 13, 2017	5:00 p.m.	City Council Chambers
March 13, 2017	5:00 p.m.	City Council Chambers
April 10, 2017	5:00 p.m.	City Council Chambers
May 8, 2017	5:00 p.m.	City Council Chambers
June 12, 2017	5:00 p.m.	City Council Chambers
July 10, 2017	5:00 p.m.	City Council Chambers
August 14, 2017	5:00 p.m.	City Council Chambers
September 11, 2017	5:00 p.m.	City Council Chambers
October 9, 2017	5:00 p.m.	City Council Chambers
November 13, 2017	5:00 p.m.	City Council Chambers
December 11, 2017	5:00 p.m.	City Council Chambers

To be completed by person filing notice:

Name: Farhad K. Daroga
Title: Plan Division Manager
Address: 220 South First Street
Broken Arrow, OK 74012
Phone: (918) 259-2400 extension 5416

Filed in the Office of the Municipal Clerk at _____ a.m. p.m. on the _____ day of _____, 2016.

Signed: _____
City Clerk



City of Broken Arrow

Fact Sheet

File #: 16-1038, **Version:** 1

Broken Arrow Board of Adjustment

09-12-2016

To: Chairman and Board Members
From: Development Services Department
Title: Election of Board of Adjustment Members for 2017-2018

Background:

The City Council in their meeting of July 19, 2016, appointed a new Board member, to replace the previous vice chairman. On August 8, 2016, Mr. Harold Tohlen joined the Board of Adjustment. During this meeting, of August 8, 2016, The Chairman and Board members requested staff to place this item on the agenda, to select new officers for the Board.

Over many years The Board of Adjustment has not voted for new officers and can select a chairperson and vice chairperson. The Chairperson may request nominations and the members can nominate and vote accordingly.

Attachments: None

Recommendation:

Elect officers as requested.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: KJF