

# TULSA METROPOLITAN AREA PLANNING COMMISSION

175 East 2nd St, Suite 480 - Tulsa, OK 74103 - (918) 596-7526 - tulsaplanning.org

Submit applications to [planning@cityoftulsa.org](mailto:planning@cityoftulsa.org)

**SUBDIVISION PLAT**       **MINOR SUBDIVISION PLAT**

## APPLICATION INFORMATION

RECEIVED BY: Ac    DATE FILED: 4/18/24    PLAT NAME: Battle Creek Park Phase III

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>5/16/24</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>6/5/24</u>	BOA CASE:	
		BOA DATE:	

## SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: East of the NE/corner of S. 152<sup>nd</sup> E Ave. and East 41<sup>st</sup> Street South    TRACT SIZE: 17.61 ± acres

LEGAL DESCRIPTION: See Attached

PRESENT USE: Vacant    PRESENT ZONING: RS-5 (pending)    T-R-S: 1914.22    COUNCIL DISTRICT: 1

WATER SUPPLY: CoT    SANITARY SEWER: CoT

ELECTRIC: AEP    GAS: ONG    PHONE: Windstream    TV: \_\_\_\_\_    SCHOOL DISTRICT: Broken Arrow

## INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: Vacant

PROPOSED ZONING: RS-5    LOTS PROPOSED: 109    BLOCKS PROPOSED: 8

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	<u>Mark B. Capron, Wallace Design Collective</u>	NAME	<u>Glen Wood Homes, L.P.</u>
ADDRESS	<u>123 N. Martin Luther King Junior Blvd</u>	ADDRESS	<u>2252 N BROADWAY ST</u>
CITY, ST, ZIP	<u>Tulsa, OK 74103</u>	CITY, ST, ZIP	<u>Moore, OK 73160</u>
DAYTIME PHONE	<u>918-584-5858</u>	DAYTIME PHONE	<u>405-692-2222</u>
EMAIL	<u>mark.capron@wallace.design</u>	EMAIL	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE:		<u>4-18-2024</u>	

DOES OWNER CONSENT TO THIS APPLICATION  YES  NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Agent

APPLICATION FEES (Make checks payable to City of Tulsa)		PRELIMINARY PLAT DISPOSITION	
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	
FINAL PLAT FEE:	\$900	DATE/VOTE:	
MINOR PLAT FEE:	\$650	CONDITIONS:	
TOTAL AMOUNT DUE:	\$		
RECEIPT NUMBER:			

Application fees in whole or part will not be refunded after notification has been given.

## SUBMITTAL REQUIREMENTS:

Checklists for all submittals are available at [tulsaplanning.org](http://tulsaplanning.org).

**Preliminary Plats** – Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan

**Draft Final Plats** – 4 folded full-size copies & PDF

**Final Plats for Signatures** – 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer

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TMAPC:		BOA CASE:	
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CITY, ST, ZIP	<u>Tulsa, OK 74103</u>	CITY, ST, ZIP	<u>Moore, OK 73160</u>
DAYTIME PHONE	<u>918-584-5858</u>	DAYTIME PHONE	<u>405-692-2222</u>
EMAIL	<u>mark.capron@wallace.design</u>	EMAIL	

I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE & DATE:  4-18-2024

DOES OWNER CONSENT TO THIS APPLICATION  YES  NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Agent

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PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
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## SUBDIVISION PRE-APPLICATION REVIEW

### PROJECT INFORMATION

Subdivision Location: [Battle Creek Park Phase III](#)

Acreage: 17.61 Number of Lots: 109 Project Name: [Battle Creek Park Phase III](#)

Owner of Property: [Glen Wood Homes, L.P](#)

Person Requesting Review: [Mark B. Capron, Wallace Design Collective](#) Date: [4/18/2024](#)

### COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: [Neighborhood](#)

The property [  ] CONFORMS [  ] DOES NOT CONFORM to the Major Street and Highway Plan.

### ZONING AND PLATTING

The property is currently zoned [RS-4/RS-5 pending](#)

The proposed use of [residential](#) [  ] WOULD or [  ] WOULD NOT conform to the zoning district classification.

Minimum lot size required: [3,300](#)

Is the property located within an approved development plan? [  ] YES [  ] NO

If yes, does the project conform to all development standards? [  ] YES [  ] NO

Is there a Rezoning or Board of Adjustment case pending on the site? [  ] YES [  ] NO Case number: \_\_\_\_\_

When are the anticipated TMAPC and City Council, or Board of Adjustment meeting dates? [4/25/2024 CC ord.](#)

### INFRASTRUCTURE NEEDS

A brief summary of major infrastructure to be provided and by whom:

Streets [Internal streets by Owner](#)

Water [Internal water line by Owner](#)

Sewer [Internal sewer lines by Owner](#)

Storm Water/Drainage [Internal detention pond and detention pond by Owner](#)

Park and Trail Dedications [None](#)

### Please consider the items in this Pre-Application Review carefully.

This conceptual pre-development review is not intended to be all-inclusive, but rather to address the major development criteria, which should be thoroughly studied as development plans progress. Relevant Federal and State Statutes, as well as TMAPC Subdivision Regulations, Design Criteria, Zoning Codes, and other relevant local codes and policies should be reviewed and incorporated into future plans.

Contact the Tulsa Planning Office if you have questions about the development process in the City Tulsa:  
918-596-5726, [planning@cityoftulsa.org](mailto:planning@cityoftulsa.org).

## **SUBDIVISION PLAT PROCESS**

### **MEETING SCHEDULE**

**Public Agency Review (PAR) Date (Preliminary plats): Thursday, \_\_\_\_\_ 1:30 p.m.**

**Large Conference Room, 8th Floor, INCOG, 2 West 2nd Street**

**Tulsa Metropolitan Area Planning Commission (TMAPC) Date (Preliminary plats): Wednesday, \_\_\_\_\_ 1:30 p.m.**

**Tulsa City Council Room, 2nd Level, One Technology Center, 175 East 2nd Street**

### **PRELIMINARY PLAT PROCESS**

1. Applicant submits preliminary plat/covenants, conceptual improvements plan, completed application, and fees. Plat is scheduled for PAR meeting and TMAPC public hearing.
2. Staff distributes preliminary plat to PAR members for review.
3. Applicant, staff, and PAR members meet to review requirements for approval of preliminary plat.
4. TMAPC holds public hearing to consider approval of preliminary plat. Approval of a preliminary plat expires after one year.

### **FINAL PLAT PROCESS**

1. Applicant prepares "draft final" plat in accordance with all TMAPC and PAR requirements of preliminary plat approval. Staff will review and stamp "Draft Final" and digitally stamp "Draft Final" PDF submittal.
2. If revisions are made after the first "draft final" plat submittal, new plats shall be submitted and clearly identify all revisions on the face of the plat and in the covenants by either clouding or shading. There shall be a clear identifying mark (usually a small triangle) containing a revision number attached to each clouded or shaded item and a table of revision numbers and revision dates. In addition, a brief description of the nature of the revision should be included in the table.
3. Applicant distributes "draft final" for release as follows: 1 copy - TMAPC staff; 2 copies - Development Services; PDF – Utility Providers
4. Release letters are required from the following: City of Tulsa Development Services OR County Engineer, water and sanitary sewer service providers; City Legal Department (if property is within the city limits of Tulsa); electric, gas, telephone and TV utility service providers. Release letters shall indicate the latest revision date for which the plat is being released.
5. Revisions submitted subsequent to being released shall be reviewed and released again. TMAPC staff must have the latest final plat incorporating all of the revisions before placing on the agenda for approval by the Planning Commission.
6. Staff will schedule "draft final" plat for TMAPC approval after we receive all release letters and have confirmed that the release letters pertain to the latest revised version of the plat. Submittals required per Section 3.6.5 of the Subdivision Regulations must be received before the Final Plat is considered by TMAPC.
7. TMAPC considers approval of final plat.
8. Applicant submits final recordable documents with original notarized signatures to TMAPC staff.
9. Staff obtains signatures from TMAPC, City Attorney, City Engineering, Mayor and City Council.
10. Staff returns final signed documents to applicant for filing with the County Clerk. Final documents must be filed within one year of TMAPC final plat approval. One filed paper copy and the 2 required electronic discs are delivered to staff.

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

**FLOOD ZONE NOTE**

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0385M, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED OUTSIDE FLOODPLAIN LIMITS.

**BASIS OF BEARING**

HORIZONTAL DATUM BASED ON NAD 83 OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501 USING N88°44'15"E AS THE SOUTH LINE OF SECTION 22, T.19N, R.14E OF THE INDIAN BASE AND MERIDIAN WAS USED AS THE BEARING FOR THIS SURVEY.

**LEGAL DESCRIPTION**

A PART OF THE SOUTH HALF OF (S/2) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 8, BATTLE CREEK PARK PHASE II (PLAT NO. 6966); THENCE, S01°15'44"E FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 14 EAST; THENCE, N88°44'15"E FOR A DISTANCE OF 840.54 FEET ALONG THE SAID SECTION LINE; THENCE, N01°25'43"W FOR A DISTANCE OF 223.98 FEET; THENCE, S88°34'17"W FOR A DISTANCE OF 47.51 TO A POINT ON A CURVE; SAID CURVE TURNING TO THE LEFT WITH LENGTH OF 222.89 FEET, A RADIUS OF 185.00 FEET, A CHORD BEARING OF S54°13'29"W, A CHORD LENGTH OF 209.49 FEET AND AN ANGLE OF 88°58'08" TO A POINT; THENCE, S88°43'39"W A DISTANCE OF 80.13 FEET; THENCE, N01°15'44"W A DISTANCE OF 110.00 FEET; THENCE, S88°42'33"W A DISTANCE OF 9.82 FEET; THENCE, N01°25'43"W A DISTANCE OF 226.45 FEET; THENCE, N22°57'48"W A DISTANCE OF 160.07 FEET; THENCE, N01°29'01"W A DISTANCE OF 510.19 FEET; THENCE, S88°43'39"W A DISTANCE OF 2.09 FEET; THENCE, N01°25'43"W A DISTANCE OF 170.01 FEET; THENCE, S88°43'39"W A DISTANCE OF 610.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 4, BATTLE CREEK PARK PHASE II; THENCE, S01°25'43"E FOR A DISTANCE OF 170.01 FEET; THENCE, N88°43'39"E FOR A DISTANCE OF 52.08 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 7, BATTLE CREEK PARK PHASE II; THENCE, S01°29'01"E FOR A DISTANCE OF 670.00 FEET; THENCE, S32°40'48"E FOR A DISTANCE OF 112.86 FEET; THENCE, S01°25'43"E FOR A DISTANCE OF 148.86 FEET TO THE SOUTHEAST CORNER OF LOT 14, BLOCK 7, BATTLE CREEK PARK PHASE II; THENCE, N88°44'16"E FOR A DISTANCE OF 30.18 FEET; THENCE, S01°15'44"E FOR A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 17.61 ACRES, MORE OR LESS.

**LINE LEGEND**

- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- BUILDING LINE
- EASEMENT LINE
- CENTER LINE
- ADJACENT PROPERTY

**ABBREVIATIONS**

- ACC ACCESS
- B/L BUILDING LINE
- D/E DRAINAGE EASEMENT
- F/L FENCE & UTILITY EASEMENT
- IPF IRON PIN FOUND
- LNA LIMITS OF NO ACCESS
- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- U/E UTILITY EASEMENT

**MONUMENTATION**

ALL CORNERS TO BE SET WITH A 3/8" X 18" STEEL PIN WITH A PINK PLASTIC CAP STAMPED "ATLAS 8060" AT ALL CORNERS

**SITE DATA**

EXISTING ZONING: RS-4 - RESIDENTIAL SINGLE FAMILY  
 TOTAL ACREAGE: 17.61 ACRES (767,176.38 SQUARE FEET)  
 NUMBER OF BLOCKS: 8  
 NUMBER OF LOTS: 109  
 RESERVE AREAS: 3

**Curve Data**

CURVE NO.	DISTANCE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	CURVE NO.	DISTANCE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	6.23	175.00	02°02'28"	6.23	N87°43'02"E	C22a	41.50	175.00	01°3'35"14"	41.40	N16°13'52"W
C2	39.18	25.00	89°47'20"	35.29	S46°22'41"E	C23	20.04	175.00	006°33'38"	19.24	N04°45'50"W
C3	26.50	175.00	08°40'31"	26.47	S05°49'17"E	C24	39.18	25.00	89°47'20"	35.29	S46°22'41"E
C4	41.65	175.00	13°38'10"	41.55	S16°58'37"E	C25	39.36	25.00	90°12'40"	35.42	S43°37'19"W
C5	27.14	175.00	08°53'06"	27.11	S28°14'15"E	C26	19.48	125.00	008°55'41"	19.46	S05°56'52"E
C6	33.83	125.00	15°30'31"	33.73	S24°55'33"E	C26a	5.08	125.00	002°19'46"	5.08	S11°34'36"E
C7	34.35	125.00	15°44'34"	34.24	S09°18'00"E	C27	41.54	125.00	019°02'31"	41.35	S22°15'44"E
C8	39.34	25.00	09°09'59"	35.41	S43°39'16"W	C28	12.87	175.00	004°12'55"	12.87	S29°40'32"E
C9	39.36	25.00	09°12'40"	35.42	S43°37'19"W	C29	42.50	175.00	013°54'48"	42.39	S20°36'41"E
C10	26.79	125.00	012°16'43"	26.74	S7°37'23"E	C30	37.34	175.00	012°13'33"	37.27	S07°32'30"E
C11	41.27	125.00	018°55'04"	41.09	S23°13'16"E	C31	39.21	25.00	089°51'44"	35.31	S46°21'35"E
C12	19.26	175.00	006°18'17"	19.25	S29°31'40"E	C35	21.63	125.00	009°55'00"	21.61	N83°46'09"E
C13	42.21	175.00	013°49'08"	42.10	S19°27'57"E	C56	53.30	125.00	024°25'51"	52.90	N66°36'43"E
C14	33.99	175.00	011°07'40"	33.93	S6°59'33"E	C57	14.77	175.00	004°50'08"	14.77	N56°47'52"E
C15	48.39	25.00	110°54'40"	41.18	S66°53'04"E	C58	43.38	175.00	014°12'12"	43.27	N68°19'02"E
C16	28.97	125.00	013°16'48"	28.91	N61°01'12"E	C59	40.55	175.00	013°16'39"	40.46	N80°03'28"E
C17	17.44	175.00	005°42'40"	17.44	N57°14'08"E	C60	81.67	150.00	31°11'47"	80.67	S17°04'55"E
C18	87.47	175.00	028°38'11"	86.56	N74°24'33"E	C61	81.82	150.00	31°15'05"	80.81	S17°03'16"E
C19	39.33	25.00	090°08'16"	35.40	N43°38'25"E	C62	79.32	150.00	30°17'59"	78.40	S16°38'01"E
C20	37.77	125.00	017°18'48"	37.63	N10°05'08"W	C63	79.47	150.00	30°21'17"	78.54	S16°36'22"E
C21	28.45	125.00	013°02'28"	28.39	N25°15'46"W	C67	89.92	150.00	34°20'51"	88.58	N71°33'13"E
C22	26.75	175.00	008°45'30"	26.73	N27°24'15"W	C68	89.95	150.00	34°21'28"	88.61	N71°33'32"E

**Line Data**

LINE NO.	DISTANCE	BEARING
L1	NOT USED	
L2	18.56'	S32°40'48"E
L3	5.00'	S01°29'01"E
L4	2.21'	S32°40'48"E
L5	27.00'	S32°40'48"E
L6	6.03'	N88°42'33"E
L7	16.32'	N31°47'00"W
L8	18.58'	N31°47'00"W
L9	20.79'	S01°29'01"E
L10	20.61'	S01°29'01"E
L11	2.95'	S01°25'43"E
L12	1.22'	N54°22'48"E
L12a	5.81'	N01°15'44"W
L13	33.77'	N88°44'16"E
L14	13.87'	N88°44'16"E
L15	15.00'	S01°29'01"E
L16	36.81'	N32°40'48"W

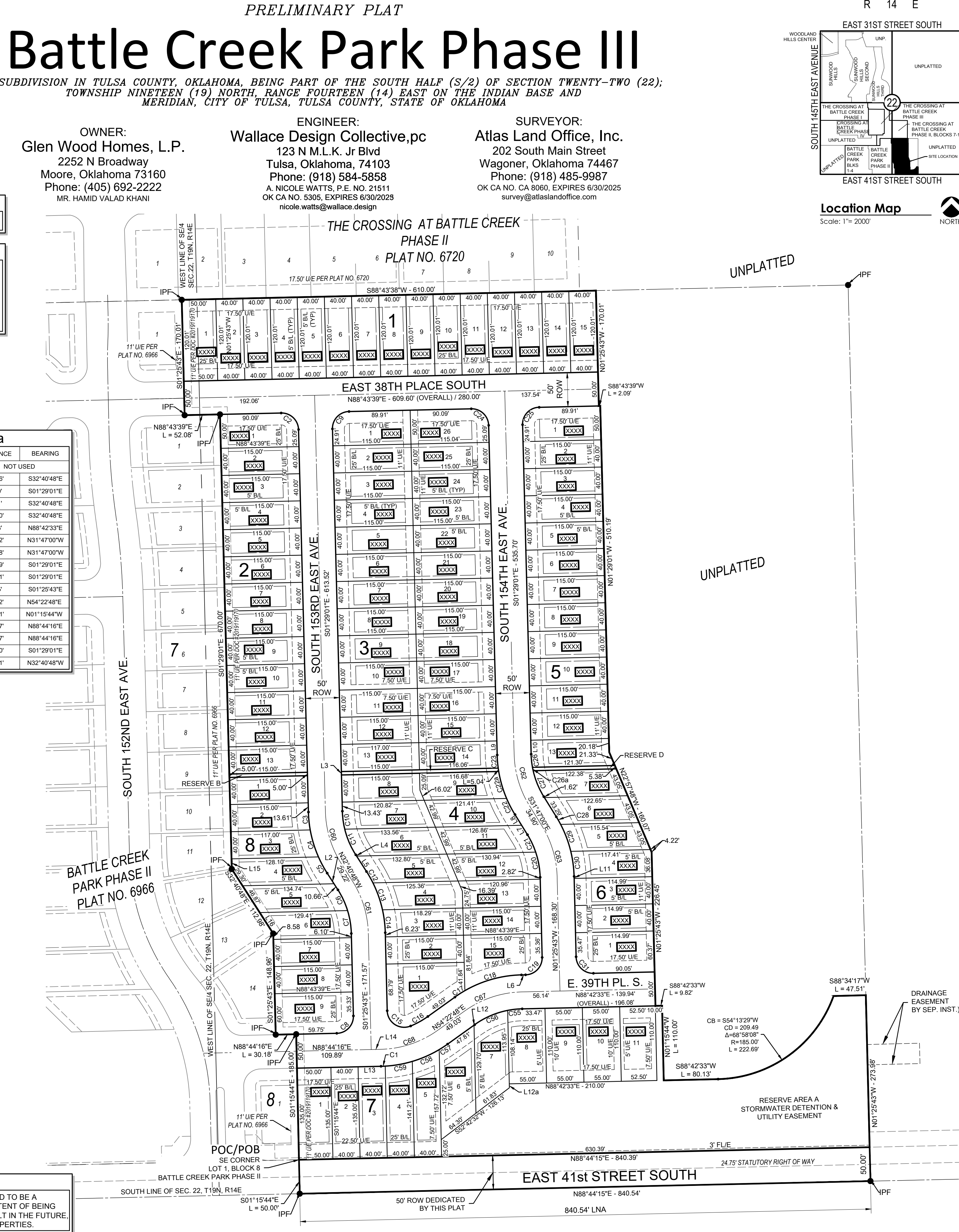
NOTE: SEE SHEET 2 FOR LOT AREA TABLES

**ADS Control Data**

STATION	COORDINATES	DESCRIPTION OF POINTS
NW CORNER OF PROPERTY	N: 410396.221 E: 2615543.272	IRON PIN - 18" LONG SET WITH PLASTIC CAP STAMPED "COWAN" AT NW PROPERTY CORNER
3	N: 409356.507 E: 2613764.403	5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "3", SET IN CONCRETE, SET NW OF 41ST ST AND 145TH EAST AVE.
BA 42	N: 409444.454 E: 2619201.446	5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 42", ON THE NORTH SIDE OF EAST 41ST ST, APPROX. 1.05 MILES EAST OF S. 145TH EAST AVE

**ADDITIONAL NOTE (\*)**

SOUTH 155TH EAST AVENUE RIGHT-OF-WAY IS NOT INTENDED TO BE A PERMANENT DEAD-END STREET. IT IS PLATTED WITH THE INTENT OF BEING EXTENDED AND CONNECTED TO STREETS THAT MAY BE BUILT IN THE FUTURE, THEREBY PROVIDING ACCESS TO AND FROM ADJUTING PROPERTIES.



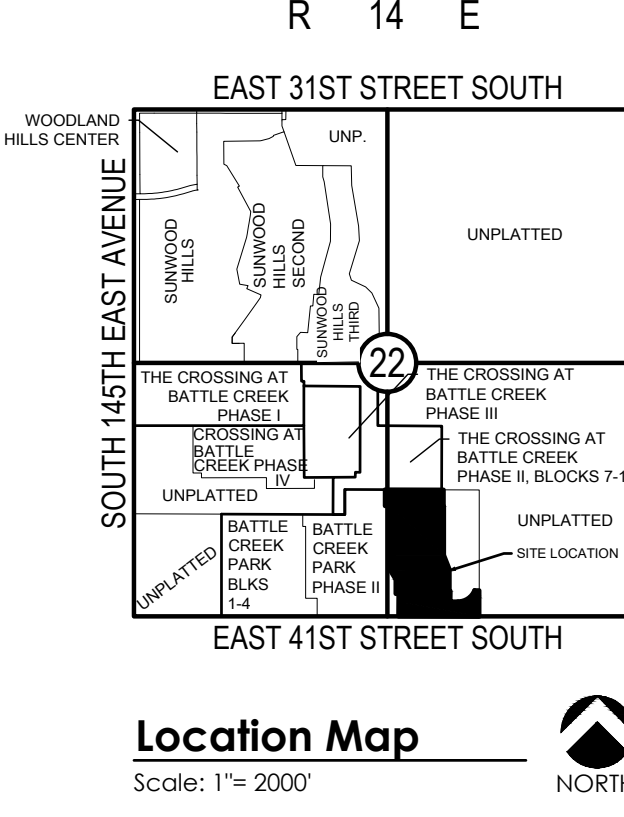
**PRELIMINARY PLAT**

**Battle Creek Park Phase III**  
 A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, BEING PART OF THE SOUTH HALF (S/2) OF SECTION TWENTY-TWO (22); TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST ON THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

**OWNER:** Glen Wood Homes, L.P.  
 2252 N Broadway  
 Moore, Oklahoma 73160  
 Phone: (405) 692-2222  
 MR. HAMID VALAD KHANI

**ENGINEER:** Wallace Design Collective,pc  
 123 N M.L.K. Jr Blvd  
 Tulsa, Oklahoma, 74103  
 Phone: (918) 584-5858  
 A. NICOLE WATTS, P.E. NO. 21511  
 OK CA NO. 5305, EXPIRES 6/30/2025  
 nicole.watts@wallace.design

**SURVEYOR:** Atlas Land Office, Inc.  
 202 South Main Street  
 Wagoner, Oklahoma 74467  
 Phone: (918) 485-9987  
 OK CA NO. CA 8060, EXPIRES 6/30/2025  
 survey@atlaslandoffice.com



**FINAL PLAT**  
**ENDORSEMENT OF APPROVAL**

Tulsa Metropolitan Area Planning Commission

Approval Date: \_\_\_\_\_

\_\_\_\_\_ TMAPC

Council of the City of Tulsa, Oklahoma

Approval Date: \_\_\_\_\_

\_\_\_\_\_ CHAIRMAN

\_\_\_\_\_ MAYOR

\_\_\_\_\_ ATTEST: CITY CLERK

\_\_\_\_\_ CITY ATTORNEY

The approval of the Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.

**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 \$ \_\_\_\_\_ per trust receipt no. \_\_\_\_\_ to be applied to 20 \_\_\_\_\_ taxes. This certificate is NOT to be construed as payment of 20 \_\_\_\_\_ taxes in full but is given in order that this plat may be filed on record. 20 \_\_\_\_\_ taxes may exceed the amount of the security deposit.

Dated: \_\_\_\_\_  
 JOHN M. FOTHERGILL  
 Tulsa County Treasurer

By: \_\_\_\_\_ Deputy



# Battle Creek Park Phase III

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, BEING PART OF THE SOUTH HALF (S/2) OF SECTION TWENTY-TWO (22); TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST ON THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Lot Area Table (Block 1)		
Lot #	Area	(ACRE)
1	6,000.04	0.14
2	4,800.25	0.11
3	4,800.26	0.11
4	4,800.26	0.11
5	4,800.44	0.11
6	4,800.09	0.11
7	4,800.27	0.11
8	4,800.27	0.11
9	4,800.28	0.11
10	4,800.37	0.11
11	4,800.20	0.11
12	4,800.29	0.11
13	4,800.29	0.11
14	4,800.29	0.11
15	4,800.30	0.11

Lot Area Table (Block 2)		
Lot #	Area	(ACRE)
1	5,617.01	0.13
2	4,600.03	0.11
3	4,600.03	0.11
4	4,600.03	0.11
5	4,600.03	0.11
6	4,600.03	0.11
7	4,600.03	0.11
8	4,600.03	0.11
9	4,600.03	0.11
10	4,600.03	0.11
11	4,600.03	0.11
12	4,600.03	0.11
13	4,600.03	0.11

Lot Area Table (Block 3)		
Lot #	Area	(ACRE)
1	5,614.71	0.13
2	4,600.03	0.11
3	4,600.03	0.11
4	4,600.03	0.11
5	4,600.03	0.11
6	4,600.03	0.11
7	4,600.03	0.11
8	4,600.03	0.11
9	4,600.03	0.11
10	4,600.03	0.11
11	4,600.03	0.11
12	4,600.03	0.11
13	4,600.03	0.11
14	4,606.80	0.11
15	4,600.03	0.11
16	4,600.03	0.11
17	4,600.03	0.11
18	4,600.03	0.11
19	4,600.03	0.11
20	4,600.03	0.11
21	4,600.03	0.11
22	4,600.03	0.11
23	4,600.03	0.11
24	4,600.03	0.11
25	4,600.03	0.11
26	5,617.01	0.13

Lot Area Table (Block 4)		
Lot #	Area	(ACRE)
1	8,559.67	0.20
2	4,600.02	0.11
3	4,636.90	0.11
4	4,911.18	0.11
5	5,145.52	0.12
6	5,381.22	0.12
7	5,119.49	0.12
8	4,643.38	0.11
9	4,800.87	0.11
10	4,937.35	0.11
11	5,197.71	0.12
12	5,081.87	0.12
13	4,645.50	0.11
14	4,600.02	0.11
15	7,398.30	0.17

Lot Area Table (Block 5)		
Lot #	Area	(ACRE)
1	5,614.71	0.13
2	4,600.03	0.11
3	4,600.03	0.11
4	4,600.03	0.11
5	4,600.03	0.11
6	4,600.03	0.11
7	4,600.03	0.11
8	4,600.03	0.11
9	4,600.03	0.11
10	4,600.03	0.11
11	4,600.03	0.11
12	4,600.03	0.11
13	4,667.65	0.11

Lot Area Table (Block 6)		
Lot #	Area	(ACRE)
1	6,810.83	0.16
2	4,599.75	0.11
3	4,599.75	0.11
4	4,645.49	0.11
5	4,622.66	0.11
6	4,755.00	0.11
7	4,953.64	0.11

Lot Area Table (Block 7)		
Lot #	Area	(ACRE)
1	6,749.76	0.15
2	5,399.81	0.12
3	5,400.04	0.12
4	5,494.70	0.13
5	5,939.81	0.14
6	6,806.40	0.16
7	6,198.07	0.14
8	6,036.71	0.14
9	6,050.00	0.14
10	6,048.46	0.14
11	5,775.00	0.13

Lot Area Table (Block 8)		
Lot #	Area	(ACRE)
1	4,600.03	0.11
2	4,617.60	0.11
3	4,867.80	0.11
4	5,341.68	0.12
5	5,333.03	0.12
6	4,847.46	0.11
7	4,600.02	0.11
8	4,600.02	0.11
9	6,809.57	0.16

# Battle Creek Park PHASE III

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, BEING PART OF THE SOUTH HALF (S/2) OF SECTION TWENTY-TWO (22); TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST ON THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

**DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, L.P., AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER REFERRED TO AS THE "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A PART OF THE SOUTH HALF OF (S/2) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 8, BATTLE CREEK PARK PHASE II (PLAT NO. 6966); THENCE, S01°15'44"E FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 14 EAST; THENCE N88°44'15"E FOR A DISTANCE OF 840.54 FEET ALONG THE SAID SECTION LINE; THENCE, N01°25'43"W FOR A DISTANCE OF 223.98 FEET; THENCE, S88°34'17"W FOR A DISTANCE OF 47.51 TO A POINT ON A CURVE; SAID CURVE TURNING TO THE LEFT WITH LENGTH OF 222.69 FEET, A RADIUS OF 185.00 FEET, A CHORD BEARING OF S54°13'29"W, A CHORD LENGTH OF 209.49 FEET AND AN ANGLE OF 68°58'08" TO A POINT; THENCE S88°42'33" W A DISTANCE OF 80.13 FEET; THENCE N01°15'44" W A DISTANCE OF 110.00 FEET; THENCE S88°42'33" W A DISTANCE OF 9.82 FEET; THENCE N01°25'43" W A DISTANCE OF 226.45 FEET; THENCE N22°57'48" W A DISTANCE OF 160.07 FEET; THENCE N01°29'01" W A DISTANCE OF 510.19 FEET; THENCE S88°43'38" W A DISTANCE OF 2.09 FEET; THENCE N01°25'43" W A DISTANCE OF 170.01 FEET; THENCE S88°43'38" W A DISTANCE OF 810.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 4, BATTLE CREEK PARK PHASE II; THENCE, S01°25'43"E FOR A DISTANCE OF 170.01 FEET; THENCE, N88°43'39"E FOR A DISTANCE OF 52.08 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 7, BATTLE CREEK PARK PHASE II; THENCE, S01°29'01"E FOR A DISTANCE OF 670.00 FEET; THENCE, S32°40'48"E FOR A DISTANCE OF 112.98 FEET; THENCE, S01°25'43"E FOR A DISTANCE OF 148.96 FEET TO THE SOUTHEAST CORNER OF LOT 14, BLOCK 7, BATTLE CREEK PARK PHASE II; THENCE, N88°44'16"E FOR A DISTANCE OF 30.18 FEET; THENCE, S01°15'44"E FOR A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 17.61 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 124 LOTS, 6 BLOCKS, AND 2 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BATTLE CREEK PARK PHASE III", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER "BATTLE CREEK PARK PHASE III" OR THE "SUBDIVISION").

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND UTILITY EASEMENTS**

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. UTILITY SERVICE**

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. 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, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 EASEMENT ON THE LOT, COVERING A 5 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 THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S 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 THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

**C. GAS SERVICE**

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

**D. WATER, SANITARY SEWER AND STORM SEWER SERVICE**

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF TULSA, 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.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

**RESERVE 'A' - STORMWATER DETENTION EASEMENT**

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE 'A' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
  - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
  - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - THE RESERVE SHALL BE KEPT FREE OF DEBRIS.
  - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE RESERVE.
- IN THE EVENT THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE

**H. CERTIFICATE OF OCCUPANCY RESTRICTIONS**

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

**I. SURFACE DRAINAGE**

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. 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 THE OWNER'S LOT. THE COVENANTS SET FORTH IN

THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

**J. ROOF DRAIN REQUIREMENTS**

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, THAT BUILDINGS CONSTRUCTED SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE ADJACENT STREET.

**K. LIMITS OF NO ACCESS**

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 41ST STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

**L. PAVING AND LANDSCAPING WITHIN EASEMENTS**

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

**M. SIDEWALKS**

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS WITHIN RESERVES, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE OWNER OF THE LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

**SECTION II. FENCE AND LANDSCAPE EASEMENT**

**A. FENCE AND LANDSCAPE EASEMENT**

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERRECT AND MAINTAIN FENCING, LANDSCAPING AND SUCH WALLS AS MAY BE PERMITTED BY THE CITY, WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "F/E". THE RIGHT TO CONSTRUCT AND MAINTAIN FENCING OR WALLS WITHIN THE EASEMENTS SHALL BE SUBORDINATE THE RIGHTS TO ESTABLISHED IN UTILITY EASEMENTS.

**SECTION III. HOMEOWNERS' ASSOCIATION**

**A. FORMATION OF HOMEOWNERS' ASSOCIATION**

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AND ASSOCIATED OF THE OWNERS OF THE LOTS WITHIN BATTLE CREEK PARK PHASE III (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREA OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, THE LANDSCAPING, STORM WATER DETENTION FACILITIES, FENCING, ENTRY FEATURES AS MAY EXIST WITHIN RESERVE AREA A AND RESERVE AREA B, THE SIDEWALK WITHIN THE RIGHTS OF WAY OF EAST 41ST STREET SOUTH ABUTTING RESERVE AREA A, AND FENCING AND LANDSCAPING WITHIN THE FENCE & LANDSCAPE EASEMENTS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BATTLE CREEK PARK PHASE III.

**B. MEMBERSHIP**

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

**C. ASSESSMENT**

EACH RECORD OWNER OF A LOT IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**SECTION IV. PRIVATE RESTRICTIONS AND COVENANTS**

THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE LOTS IN THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE APPLICABLE TO ALL LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE OWNER OF A LOT AND BY THE HOMEOWNERS' ASSOCIATION.

**A. ARCHITECTURAL COMMITTEE**

- PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING; AND DRAINAGE AND

GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE PROPOSED COLOR SCHEME, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUMENT. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVES, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

# Battle Creek Park PHASE IIII

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, BEING PART OF THE SOUTH HALF (S/2) OF SECTION TWENTY-TWO (22); TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST ON THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

B. USE OF LOTS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

- USE - THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.
- FLOOR AREA - A SINGLE STORY DWELLING SHALL HAVE A MINIMUM OF 1100 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.
- ORIENTATION OF DWELLINGS - THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.
- GARAGES - WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF 2 PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. RAISED PANEL GARAGE SHALL BE CONSTRUCTED AND GLASS IN GARAGE DOORS IS PROHIBITED.
- FOUNDATIONS - ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.
- EXTERIOR WALLS - THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE A MINIMUM OF 25% BRICK, STONE, OR STUCCO. NO STEEL, ALUMINUM, VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH 6.
- WINDOWS - WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.
- ROOF PITCH - NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6/12.
- ROOFING MATERIALS - ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED "WEATHERED WOOD" SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONING AND SOLAR EQUIPMENT, IS PROHIBITED.
- CHIMNEYS - THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.
- DRIVEWAYS - DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.
- FENCING - FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVES, PONDS, AND GREEN BELTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR DETERMINATION AND SHALL NOT BE INSTALLED PRIOR TO APPROVAL OF THE ARCHITECTURAL COMMITTEE.
- LANDSCAPING OF LOTS; IRRIGATION SYSTEMS - LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS), ENTIRE BACK YARD SHALL BE SODDED.
- ON-SITE CONSTRUCTION - NO DWELLING OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.
- OUTBUILDINGS - OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.
- SWIMMING POOLS - ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
- ANTENNAS - EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AND IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.
- LOT MAINTENANCE - NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
- RECREATIONAL VEHICLES AND EQUIPMENT - NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

- TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES - NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3/4 TON).
- ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES - NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.
- BASKETBALL GOALS - NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.
- ON-STREET PARKING PROHIBITED - ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.
- CLOTHESLINES AND GARBAGE RECEPTACLES - CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.
- MAILBOXES - MAILBOXES SHALL BE CONSTRUCTED OF BRICK AND OF A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNATED BY THE ARCHITECTURAL COMMITTEE.
- ANIMALS - NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00 P.M. AND 7:00 A.M.
- NOXIOUS ACTIVITY - NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- SIGNAGE - NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
- MATERIALS AND STORAGE - NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

**SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES AND SECTION II, FENCE AND LANDSCAPE EASEMENT 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 SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, HOMEOWNERS' ASSOCIATION AND SECTION IV, PRIVATE RESTRICTIONS AND COVENANTS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS II OR III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS II OR III AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

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 TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I (PUBLIC STREET, EASEMENTS AND UTILITIES) MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR

ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA, THE COVENANTS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION OR SECTION IV, PRIVATE RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. 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 AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, OWNER HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

GLEN WOOD HOMES, L.P.  
AN OKLAHOMA LIMITED PARTNERSHIP

BY: \_\_\_\_\_  
HAMID VALAD KHANI, GENERAL PARTNER

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY HAMID VALAD KHANI AS GENERAL PARTNER OF GLEN WOOD HOMES, L.P., AN OKLAHOMA LIMITED PARTNERSHIP.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION NUMBER

\_\_\_\_\_  
MY COMMISSION EXPIRES

**CERTIFICATE OF SURVEY**

I, ALBERT JONES III, OF ATLAS LAND OFFICE, INC., 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 "BATTLE CREEK PARK PHASE III", A SUBDIVISION IN THE CITY OF TULSA, 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 AS ADOPTED.

\_\_\_\_\_  
ALBERT JONES  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1580

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, PERSONALLY APPEARED ALBERT JONES III, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
MY COMMISSION NUMBER:



CONCEPTUAL UTILITY LAYOUT

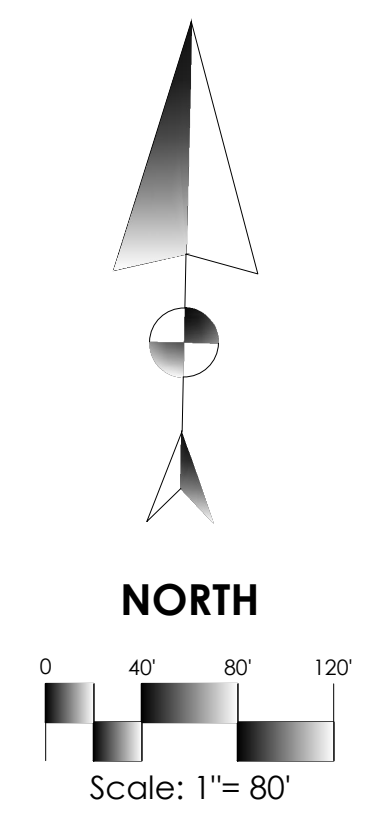
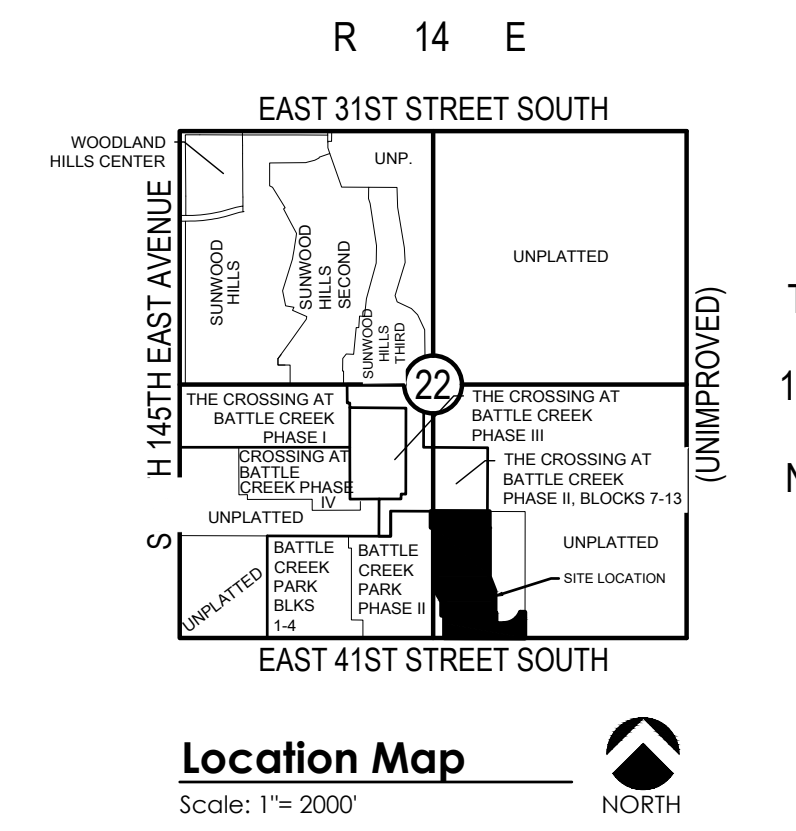
# Battle Creek Park Phase III

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, BEING PART OF THE SOUTH HALF (S/2) OF SECTION TWENTY-TWO (22); TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST ON THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:  
Glen Wood Homes, L.P.  
2252 N Broadway  
Moore, Oklahoma 73160  
Phone: (405) 692-2222  
MR. HAMID VALAD KHANI

ENGINEER:  
Wallace Design Collective,pc  
123 N M.L.K. Jr Blvd  
Tulsa, Oklahoma, 74103  
Phone: (918) 584-5858  
A. NICOLE WATTS, P.E. NO. 21511  
OK CA NO. 5305, EXPIRES 6/30/2025  
nicole.watts@wallace.design

SURVEYOR:  
Atlas Land Office, Inc.  
202 South Main Street  
Wagoner, Oklahoma 74467  
Phone: (918) 485-9987  
OK CA NO. CA 8060, EXPIRES 6/30/2025  
survey@atlaslandoffice.com



PLOT DATE: MAR 17, 2024  
 FILE: LOCAL\_SERVER\PROJECTS\20240317\BATTLE CREEK PARK PHASE III\PRODUCTION\PRELIMINARY\PLAT\CONCEPTUAL UTILITY LAYOUT

City of Tulsa, OK  
TULSA PLANNING  
175 E 2nd Street  
Tulsa, OK 74103  
(918) 596-7659  
Welcome

04/18/2024 02:18PM Austin C.  
007960-0001

MISCELLANEOUS

TMAPC - PLANNING & ZONING  
(311055)

2024 Item: 311055

1 @ \$1,200.0000 \$1,200.00

Payment Id: 421092

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\$1,200.00

Subtotal \$1,200.00

Total \$1,200.00

CHECK \$1,200.00

Check Number 011917

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Change due \$0.00

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Thank you for your payment

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