

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

SUBDIVISION PLAT

MINOR SUBDIVISION PLAT

APPLICATION INFORMATION

RECEIVED BY: AC DATE FILED: 6/6/2024 PLAT NAME: The Crossing at Battle Creek Phases VI-VII

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>6/20/24</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>7/17/2024</u>	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: North and east of NE/Corner 41st St. S. and 145th E. Ave. TRACT SIZE: 57.564 ± acres

LEGAL DESCRIPTION: See attached plat

PRESENT USE: S.F. Residential PRESENT ZONING: RS-5 T-R-S: 19N-14E-22 COUNCIL DISTRICT: 6

WATER SUPPLY: City of Tulsa SANITARY SEWER: City of Tulsa

ELECTRIC: AEP-PSO GAS: ONG PHONE: AT&T TV: Cox Communications SCHOOL DISTRICT: Broken Arrow

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: Single-family residential

PROPOSED ZONING: Existing LOTS PROPOSED: 344 BLOCKS PROPOSED: 17

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Tanner Consulting, LLC</u>	NAME <u>Rausch Coleman Homes of Tulsa, LLC</u>
ADDRESS <u>5323 S. Lewis Ave.</u>	ADDRESS <u>4058 North Collage, Suite 300 Box 9</u>
CITY, ST, ZIP <u>Tulsa, OK 74105</u>	CITY, ST, ZIP <u>Fayetteville, AR 72703</u>
DAYTIME PHONE <u>(918) 745-9929</u>	DAYTIME PHONE <u>(479) 455-9090</u>
EMAIL <u>eenyart@tannerbaitshop.com</u>	EMAIL <u>derek.kennedy@rch.com</u>

I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.
SIGNATURE & DATE: [Signature] 06/06/2024

DOES OWNER CONSENT TO THIS APPLICATION YES NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Engineer/Surveyor/Planner

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

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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SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: North and east of NE/Corner 41st St. S. and 145th E. Ave.

Acreage: 57.564 acres +/- Number of Lots: 344 Project Name: The Crossing at Battle Creek Phases VI-VII

Owner of Property: Rausch Coleman Homes of Tulsa, LLC

Person Requesting Review: Tanner Consulting, LLC / Erik Enyart Date: 06/06/2024

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: New Neighborhood

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

ZONING AND PLATTING

The property is currently zoned RS-5

The proposed use of single-family residential WOULD or WOULD NOT conform to the zoning district classification.

Minimum lot size required: 3,300 square feet

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

If yes, does the project conform to all development standards? YES NO N/A

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? N/A

INFRASTRUCTURE NEEDS

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

Streets Public streets by developer.

Water City of Tulsa water by developer.

Sewer Public by developer.

Storm Water/Drainage Stormsewers and privately-maintained onsite stormwater detention systems by developer

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.

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.

Thursday, June 6, 2024

City of Tulsa
Attn: Nathan Foster
Tulsa Planning Office
Department of City Experience
Tulsa City Hall
175 E. 2nd St. S., Ste. 480
Tulsa, OK 74103

Re: **“The Crossing at Battle Creek Phases VI-VII”
(Tanner Project # 23215)**

Dear Mr. Foster:

Our original Preliminary Plat, the latest which covered the subject property, was approved by TMAPC August 19, 2020. The original Preliminary Plat approval has expired.

The project has been delayed due to utility infrastructure upgrade requirements and interdependencies between our two (2) phases and adjacent phases of “Jamestown” and “Battle Creek Park”, among other things. Since many of these issues remain to be resolved, we respectfully request TMAPC approval of a Phasing Plan (SRs Section 10-040.4.F.1) as follows:

- Phase 1: Three (3) years from TMAPC approval;
- Phase 2: Four (4) years from TMAPC approval.

While we currently anticipate development will proceed more expeditiously, due to uncertainty, and in an abundance of caution, we have prepared this plan and believe it prudent and appropriate.

Please contact me at (918) 745-9929 or eenyart@tannerbaitshop.com if you have any questions or need additional information.

Respectfully,

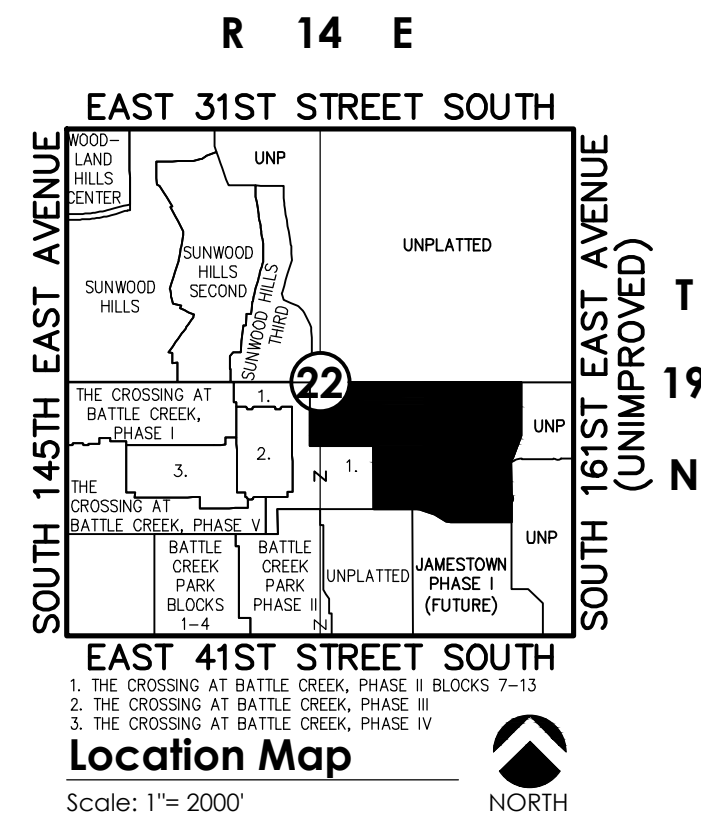


Erik Enyart, AICP, CFM

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE 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); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - MAGNETIC PK NAIL FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 22;
 - MAGNETIC PK NAIL FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 22;
 THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°44'17" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF TULSA AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 152ND AVENUE, AND EAST 38TH STREET SOUTH, BOTH BEING PUBLIC STREETS.

SUBDIVISION CONTAINS:
 THREE HUNDRED FORTY-FOUR (344) LOTS
 IN SEVENTEEN (17) BLOCKS
 WITH FOUR (4) RESERVE AREAS
 GROSS SUBDIVISION AREA: 57.564 ACRES

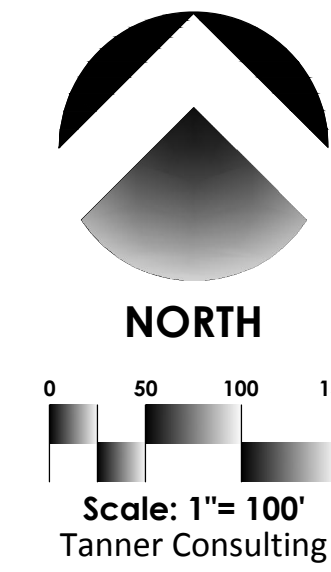


Preliminary Plat

The Crossing at Battle Creek

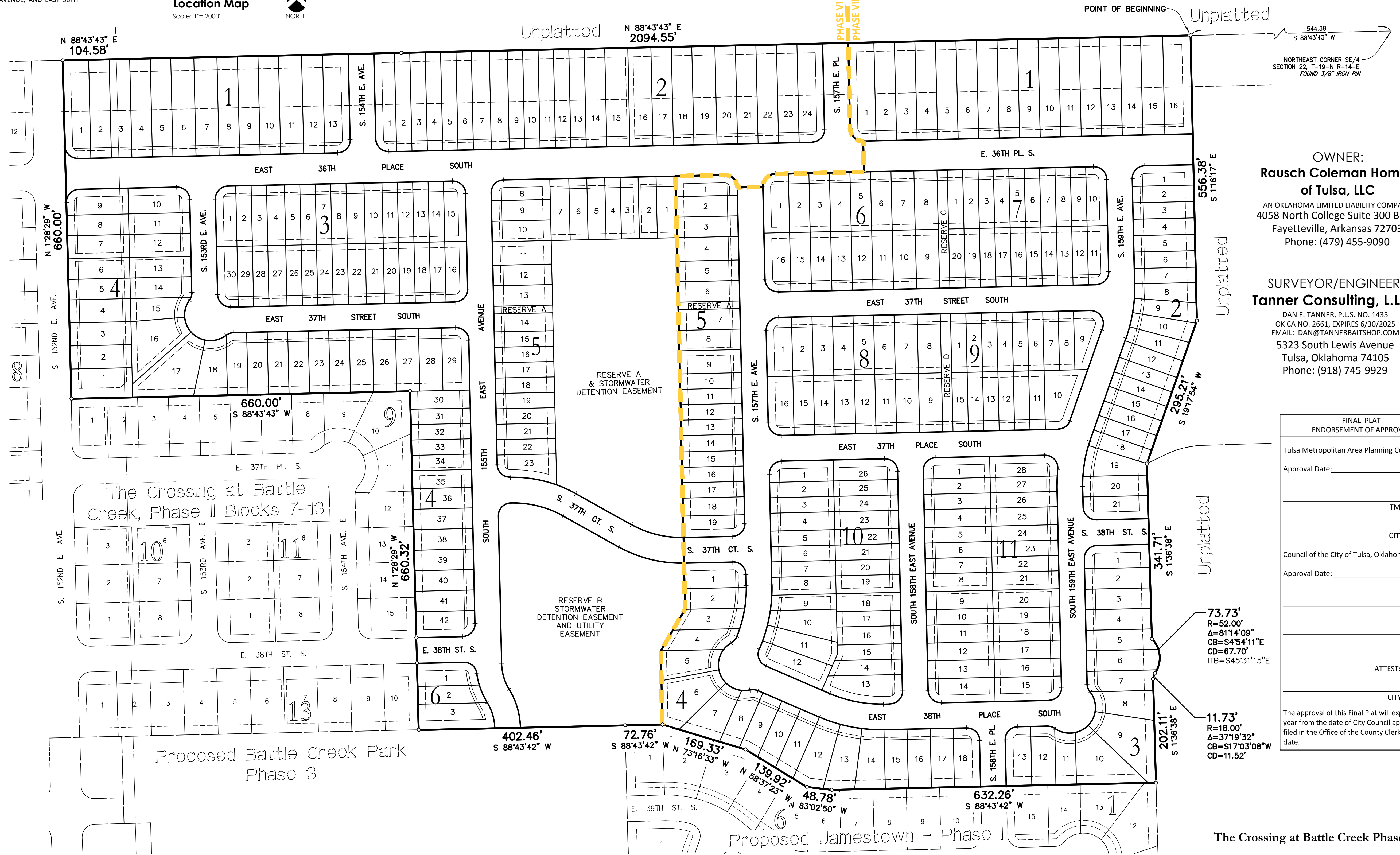
Phases VI-VII

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



LEGEND

B/L	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)
—	PHASE LINE



OWNER:
Rausch Coleman Homes of Tulsa, LLC
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 4058 North College Suite 300 Box 9
 Fayetteville, Arkansas 72703
 Phone: (479) 455-9090

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
 DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2025
 EMAIL: DAN@TANNERBAITSHOP.COM
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918) 745-9929

FINAL PLAT ENDORSEMENT OF APPROVAL	
Tulsa Metropolitan Area Planning Commission	Approval Date: _____
_____	_____
TMAPC/INCOG	_____
CITY ENGINEER	_____
Council of the City of Tulsa, Oklahoma	Approval Date: _____
_____	_____
CHAIR	_____
MAYOR	_____
ATTEST: CITY CLERK	_____
CITY ATTORNEY	_____

The approval of this 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.

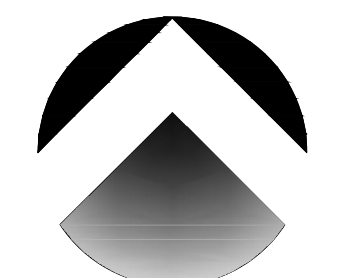
DATE OF PREPARATION: June 6, 2024

Preliminary Plat

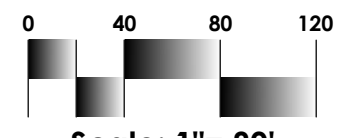
The Crossing at Battle Creek Phases VI-VII

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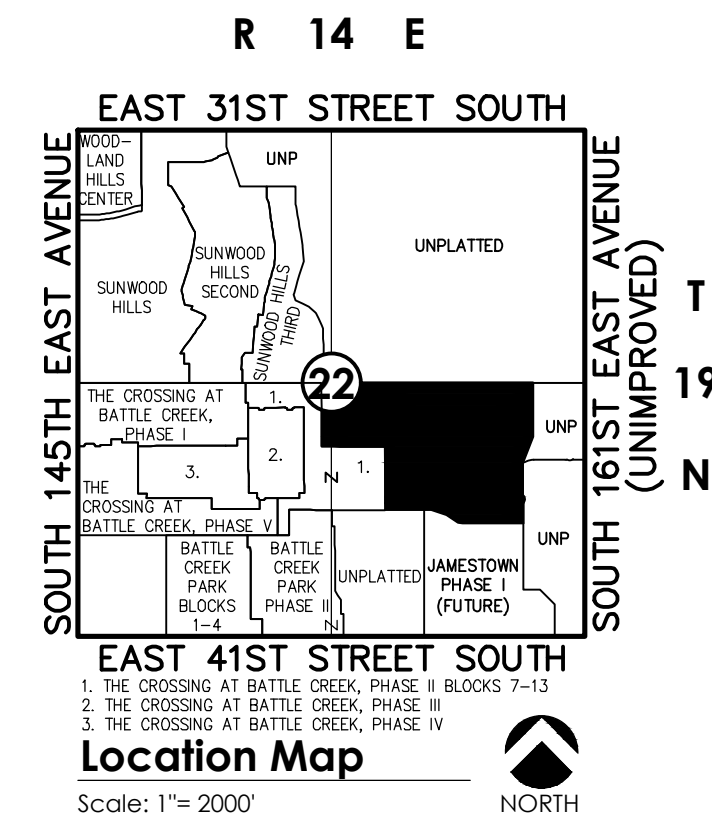
NORTH



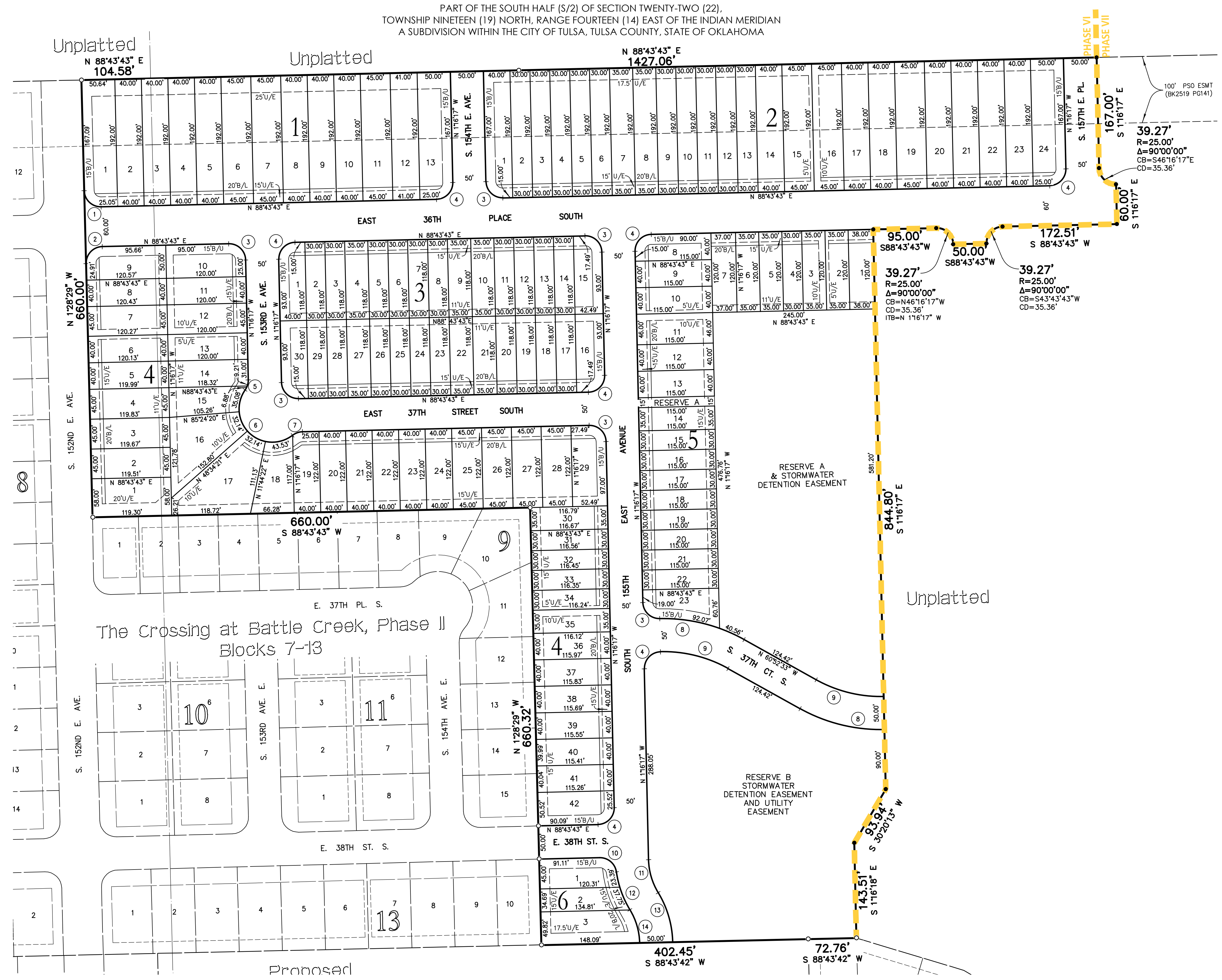
Scale: 1"= 80'
Tanner Consulting

LEGEND

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- /23/ ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)



SUBDIVISION CONTAINS:
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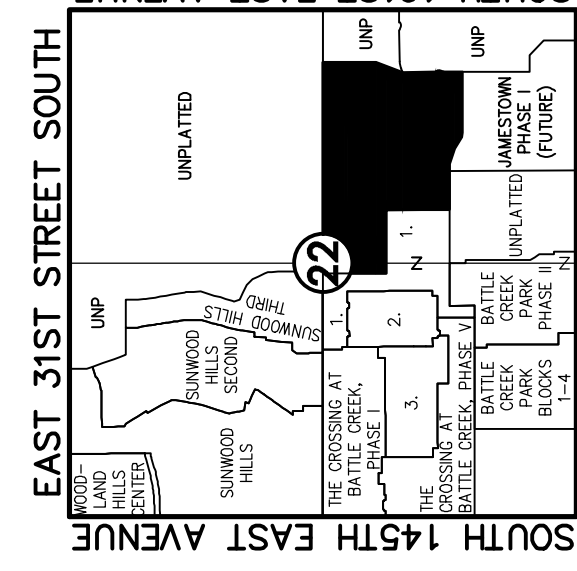


Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.18'	25.00'	89°47'48"	N46°22'23"W	35.29'
2	39.36'	25.00'	90°12'12"	N43°37'37"E	35.42'
3	39.27'	25.00'	90°00'00"	N46°16'17"W	35.36'
4	39.27'	25.00'	90°00'00"	N43°43'43"E	35.36'
5	16.09'	25.00'	36°52'12"	N17°09'49"E	15.81'
6	142.89'	50.00'	163°44'23"	N46°16'17"W	98.99'
7	16.09'	25.00'	36°52'12"	N70°17'37"E	15.81'
8	132.63'	250.00'	30°23'44"	N76°04'25"W	131.08'
9	106.10'	200.00'	30°23'44"	N76°04'25"W	104.86'
10	36.34'	25.00'	83°17'00"	N49°37'47"W	33.22'
11	52.48'	100.00'	30°04'12"	N16°18'23"W	51.88'
12	61.14'	150.00'	23°21'13"	N19°39'53"W	60.72'
13	78.72'	150.00'	30°04'11"	N16°18'24"W	77.82'
14	52.48'	100.00'	30°04'11"	N16°18'24"W	51.88'

DATE OF PREPARATION: June 6, 2024

R 14 E



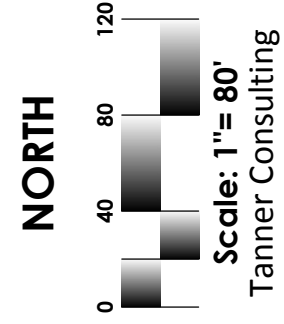
Preliminary Plat

The Crossing at Battle Creek

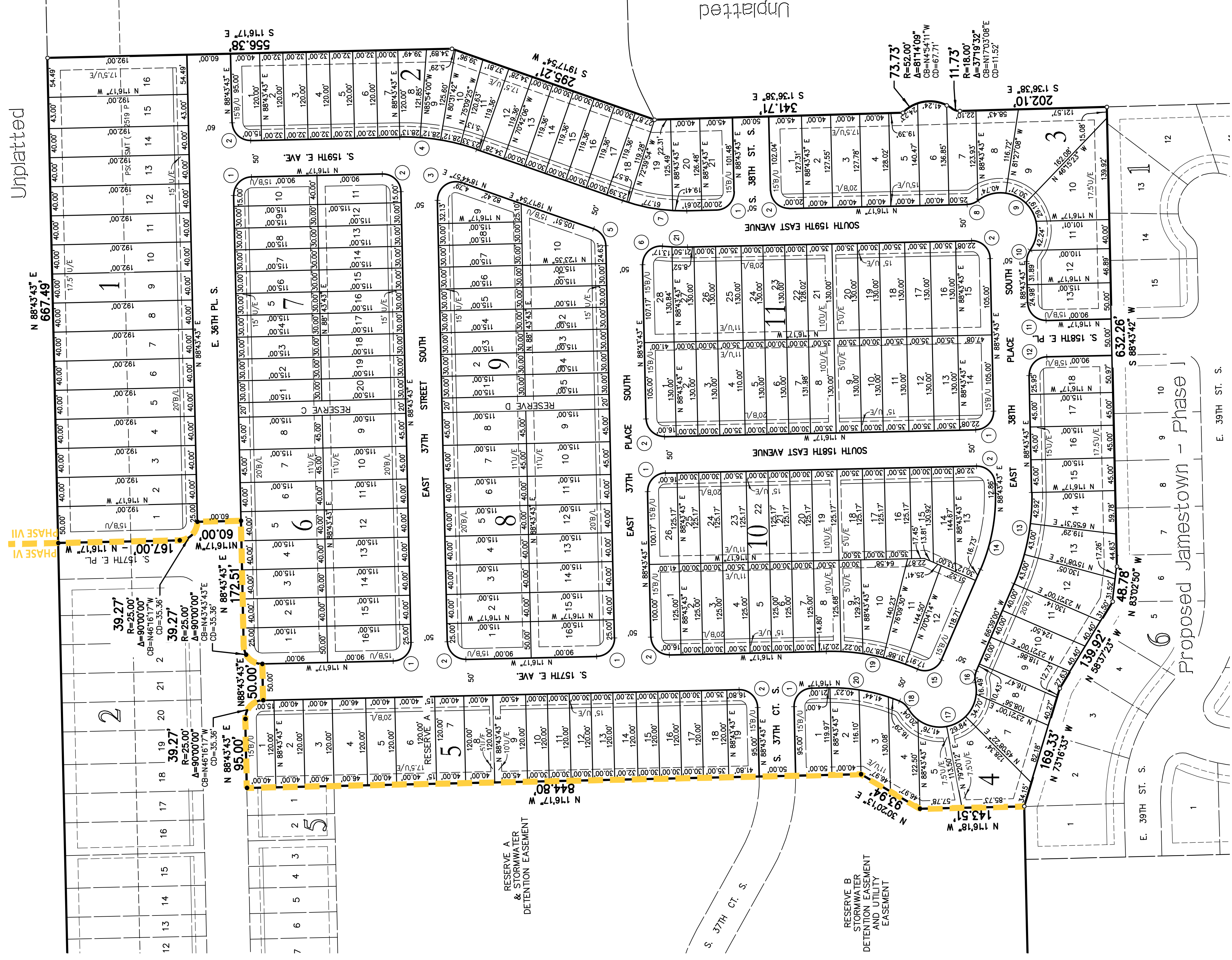
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Location Map
Scale: 1"=2000'



- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
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- ADDRESS ADDRESS ASSIGNED
- 7/24
- FOUND FOUND MONUMENT
- SET SET MONUMENT (SEE NOTE 2)
- PHASE PHASE LINE



Curve Table

CURVE	LENGTH(H)	RADIUS(R)	CHORD(C)	CHORD(D)	
1	39.27	25.00	90°00'00"	35.36	
2	39.27	25.00	N4°43'43"E	35.36	
3	47.77	25.00	N09°28'16"W	40.82	
4	107.70	300.00	N20°34'11"	107.13	
5	30.29	25.00	N54°00'49"E	28.47	
6	42.16	25.00	N42°57'38"W	37.34	
7	89.75	250.00	N20°34'11"	N9°00'49"E	15.81
8	142.69	25.00	N19°42'23"W	N4°43'43"E	98.99
9	16.69	25.00	N72°50'11"W	15.81	
10	39.27	25.00	N72°50'11"W	15.81	
11	39.27	25.00	N45°17'23"E	31.37	
12	128.92	300.00	N24°37'17"	127.93	
13	107.43	250.00	N24°37'17"	106.61	
14	39.27	25.00	N0°00'00"	35.36	
15	142.69	25.00	N85°05'06"W	15.81	
16	142.69	25.00	N63°40'16"	98.99	
17	16.61	25.00	N41°07'23"E	16.30	
18	128.92	300.00	N11°02'22"E	127.93	
19	101.95	250.00	N10°24'43"E	101.25	
20	34.67	300.00	N2°02'22"E	34.65	
21					

SURVEYOR/ENGINEER:
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A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT RAUSCH COLEMAN HOMES OF TULSA, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTH HALF (S/2) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID S/2 OF SAID SECTION 22; THENCE SOUTH 88°43'43" WEST AND ALONG THE NORTH LINE OF THE S/2, FOR A DISTANCE OF 544.38 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°16'17" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 556.38 FEET; THENCE SOUTH 19°17'54" WEST FOR A DISTANCE OF 295.21 FEET; THENCE SOUTH 1°36'38" EAST FOR A DISTANCE OF 341.71 FEET; THENCE ALONG A 52.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 45°31'15" EAST, A CENTRAL ANGLE OF 81°14'09", A CHORD BEARING AND DISTANCE OF SOUTH 4°54'11" EAST FOR 67.70 FEET, FOR AN ARC DISTANCE OF 73.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 18.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 37°19'32", A CHORD BEARING AND DISTANCE OF SOUTH 17°03'08" WEST FOR 11.52 FEET, FOR AN ARC DISTANCE OF 11.73 FEET; THENCE SOUTH 1°36'38" EAST FOR A DISTANCE OF 202.11 FEET TO A POINT AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED, RECORDED JANUARY 4, 2017, AT DOCUMENT NO. 2017000719, TULSA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT FOR THE FOLLOWING FIVE (5) COURSES; SOUTH 88°43'42" WEST FOR A DISTANCE OF 632.26 FEET; THENCE NORTH 83°02'50" WEST FOR A DISTANCE OF 48.78 FEET; THENCE NORTH 58°37'22" WEST FOR A DISTANCE OF 139.92 FEET; THENCE NORTH 73°16'33" WEST FOR A DISTANCE OF 169.33 FEET; THENCE SOUTH 88°43'42" WEST FOR A DISTANCE OF 72.76 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE CONTINUING SOUTH 88°43'42" WEST FOR A DISTANCE OF 402.46 FEET TO THE SOUTHEAST CORNER OF BLOCK 13, "THE CROSSING AT BATTLE CREEK, PHASE II BLOCKS 7 - 13", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, (PLAT NO. 6720); THENCE NORTH 1°28'29" WEST AND ALONG THE EAST LINE OF SAID "CROSSING AT BATTLE CREEK, PHASE II BLOCKS 7 - 13", FOR A DISTANCE OF 660.32 FEET TO A POINT AT THE NORTHEAST CORNER OF BLOCK NINE (9) THEREOF; THENCE SOUTH 88°43'43" WEST AND ALONG THE NORTH LINE OF SAID BLOCK 9, FOR A DISTANCE OF 660.00 FEET TO THE NORTHWEST CORNER OF BLOCK 9; THENCE NORTH 1°28'29" WEST AND ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF SOUTH 152ND AVENUE EAST, AS PLATTED IN "THE CROSSING AT BATTLE CREEK, PHASE II BLOCKS 7 - 13", FOR A DISTANCE OF 660.00 FEET TO A POINT ON SAID NORTH LINE OF THE S/2 OF SAID SECTION 22; THENCE NORTH 88°43'43" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 104.58 FEET TO THE NORTHWEST CORNER OF THE SE/4 OF SAID SECTION 22; THENCE NORTH 88°43'43" EAST AND ALONG THE NORTH LINE OF SAID SE/4, FOR A DISTANCE OF 2094.55 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 2,507,499 SQUARE FEET OR 57,564 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO THREE HUNDRED FORTY-FOUR (344) LOTS IN SEVENTEEN (17) BLOCKS, ALONG WITH RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "THE CROSSING AT BATTLE CREEK PHASES VI-VII", A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "THE CROSSING AT BATTLE CREEK PHASES VI-VII" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT," FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES, STORM SEWER FACILITIES, AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF 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 SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (2.5) FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS. SAID RESTRICTIONS ON ALTERATIONS OF GRADE AND LIMITATIONS ON CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DO NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, AND GAS SERVICE AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

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

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM

SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF 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.

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

D. SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OR RESERVE AREA 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 AND RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF ANY LOT OR RESERVE AREA 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, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

F. SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND THE ORDINANCES OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE SOUTH HUDSON AVENUE STREET RIGHT-OF-WAY AS DEPICTED ON THE ATTACHED PLAT. ELSEWHERE WITHIN THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK WITHIN THE RIGHT-OF-WAY ADJACENT TO THE LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

G. 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, AND STORM SEWER SYSTEMS, AND SIDEWALK WITHIN THE STREET RIGHTS-OF-WAY ADJACENT TO ALL RESERVE AREAS) 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.

H. STORMWATER DETENTION EASEMENTS:

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

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

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

4. STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORMWATER DETENTION EASEMENT TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE,

DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND SUCH OWNER SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

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

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

5. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOA SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF TULSA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF TULSA SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

B. RESERVE AREAS A AND B:

1. RESERVES A AND B ARE DESIGNATED TO BE USED FOR OVERLAND AND UNDERGROUND STORMWATER DRAINAGE AND DETENTION, NEIGHBORHOOD AMENITIES, OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, LIGHTING, SIGNAGE, RETAINING WALLS, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF TULSA, OKLAHOMA.

2. RESERVES A AND B, REGARDLESS OF WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT ARE HEREBY DEDICATED AS STORMWATER DETENTION EASEMENTS.

C. RESERVE AREAS C AND D:

THESE RESERVE AREAS ARE DESIGNATED TO BE USED FOR USES INCLUDING BUT NOT LIMITED TO OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF TULSA, OKLAHOMA.

SECTION II. RESERVE AREAS

A. ALL RESERVE AREAS:

1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION ("HOA" OR "ASSOCIATION") DEFINED IN SECTION V.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH OWNER SHALL BE THE HOA UPON CONVEYANCE OF SAME BY OWNER TO THE ASSOCIATION. SEE SECTION V. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. THE CITY OF TULSA, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

4. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS; AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

5. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOA SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF TULSA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF TULSA SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

B. RESERVE AREAS A AND B:

1. RESERVES A AND B ARE DESIGNATED TO BE USED FOR OVERLAND AND UNDERGROUND STORMWATER DRAINAGE AND DETENTION, NEIGHBORHOOD AMENITIES, OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, LIGHTING, SIGNAGE, RETAINING WALLS, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF TULSA, OKLAHOMA.

2. RESERVES A AND B, REGARDLESS OF WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT ARE HEREBY DEDICATED AS STORMWATER DETENTION EASEMENTS.

C. RESERVE AREAS C AND D:

THESE RESERVE AREAS ARE DESIGNATED TO BE USED FOR USES INCLUDING BUT NOT LIMITED TO OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF TULSA, OKLAHOMA.

Preliminary Plat

The Crossing at Battle Creek Phases VI-VII

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

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION III. RESTRICTIVE COVENANTS

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

A. NO DIVISION OF LOTS:

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERRECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES:

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS:

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION, TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS:

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

F. ADDITIONS TO EXISTING STRUCTURES:

ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS:

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE, WHICH HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY SUCH REQUEST TO CONSTRUCT.

H. TEMPORARY STRUCTURES:

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERRECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES:

NO FENCE SHALL BE CONSTRUCTED IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE STREET SET-BACK LINE EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED, PROVIDED THAT FENCES WITHIN AND ALONG RESERVE AREAS MAY BE ORNAMENTAL AND CONSIST OF SPLIT RAIL WITH VINYL-CLAD CHAIN LINK, WROUGHT IRON, OR ANOTHER ORNAMENTAL STYLE APPROVED BY THE COMMITTEE. ANY PRIVACY FENCE INSTALLED ADJACENT TO SUCH ORNAMENTAL FENCE SHALL HAVE THE LAST EIGHT (8) FEET OF THE FENCE TAPER TO THE HEIGHT OF THE ORNAMENTAL FENCE. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES:

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS:

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, REALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES:

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SUBSECTION L. MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT:

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARD OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SUBSECTION M. AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SUBSECTION IV.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES:

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS:

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING:

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE KEPT OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. MODEL HOME AND CONSTRUCTION FACILITIES:

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

SECTION IV. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION ("HOA"), TO GOVERN THIS SUBDIVISION, TO BE KNOWN AS ESTATES AT LYNN LANE PROPERTY OWNERS ASSOCIATION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO.

OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION THERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, SUCH AS THE PROPERTY DESCRIBED HEREIN, AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THEREWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT:

EACH OWNER OF A LOT, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS, AND AS AMENDED, AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS:

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DETENTION/RETENTION PONDS, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT OR THESE COVENANTS, AND AS AMENDED.

E. LIMITATION ON LIABILITY:

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

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

A. ENFORCEMENT:

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION:

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE THIS PLAT IS FILED OF RECORD, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES, AND SECTION II. RESERVE AREAS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OR ITS ASSIGNEE AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS SET FORTH HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER OR OWNER'S ASSIGNEE CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF _____, 2024.

RAUSCH COLEMAN HOMES OF TULSA, LLC AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____, MANAGER

STATE OF ARKANSAS))SS COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF RAUSCH COLEMAN HOMES OF TULSA, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF RAUSCH COLEMAN HOMES OF TULSA, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

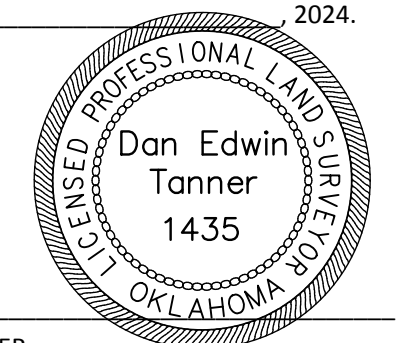
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2024.



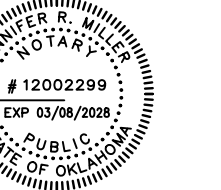
BY: DAN E. TANNER LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1435

STATE OF OKLAHOMA))SS COUNTY OF TULSA)

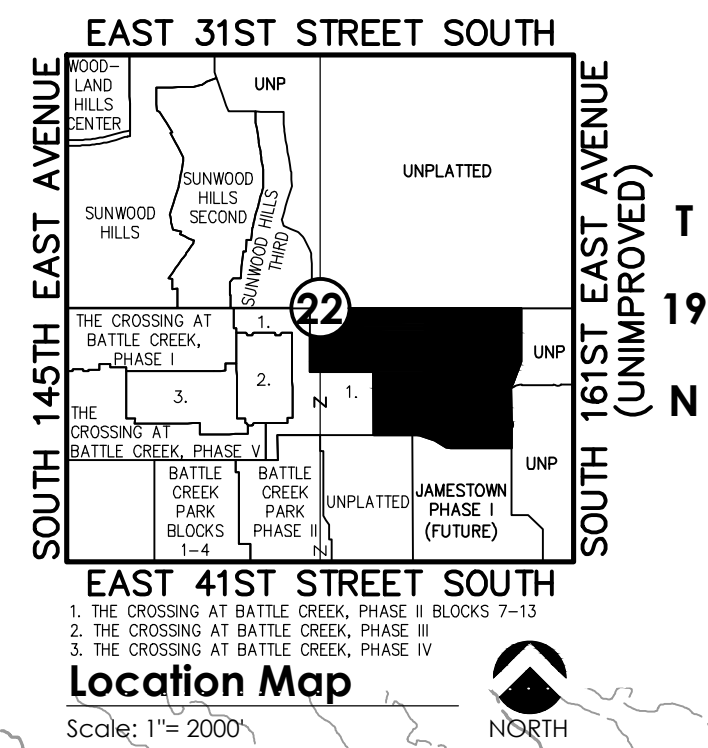
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2028 MY COMMISSION EXPIRES _____ NOTARY PUBLIC



R 14 E



Location Map

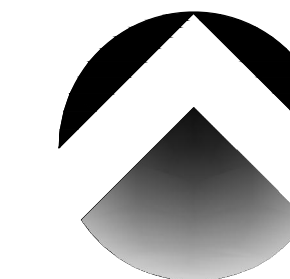
Scale: 1"=2000'



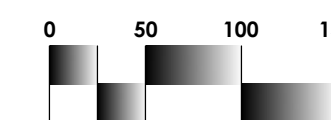
Conceptual Utility Plan

The Crossing at Battle Creek Phases VI-VII

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



NORTH

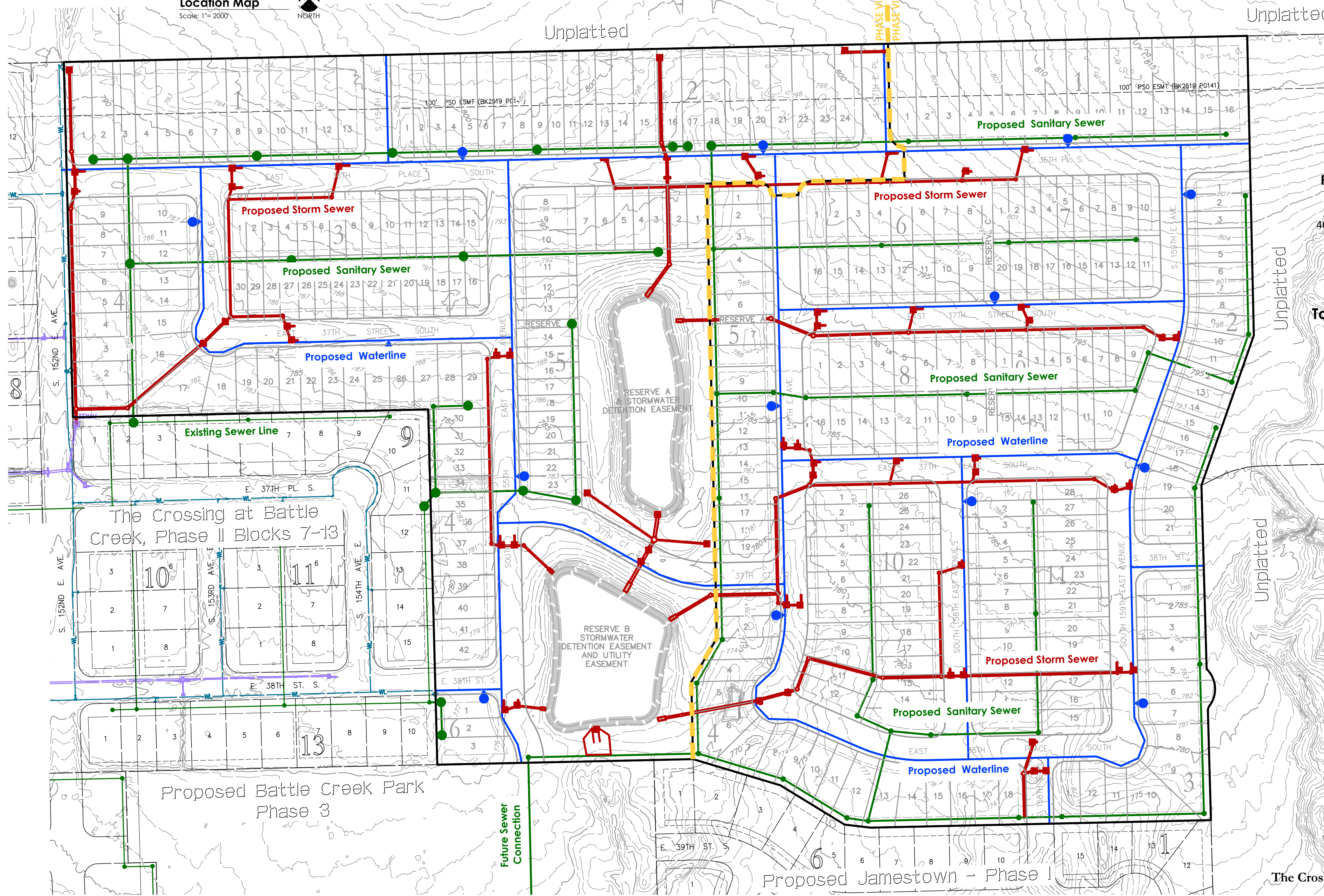


Scale: 1"= 100'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE RES.	OVERLAND DRAINAGE EASEMENT RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
9929	ADDRESS ASSIGNED

- PHASE LINE
- SANITARY SEWER MANHOLE
- SANITARY SEWER INLET
- FIRE HYDRANT



OWNER:
Rausch Coleman Homes of Tulsa, LLC
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 4058 North College Suite 300 Box 9
 Fayetteville, Arkansas 72703
 Phone: (479) 455-9090

SURVEYOR/ENGINEER:
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 DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2021
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