

**AMENDMENT OF THE PLAT AND DEED OF DEDICATION  
& RESTRICTIVE COVENANTS OF  
RIVERSTONE ESTATES**

This Amendment of the Plat and Deed of Dedication & Restrictive Covenants of Riverstone Estates (hereinafter, the "Amendment") is entered into this 1<sup>st</sup> day of May, 2017, and shall be effective as hereinafter provided.

**WHEREAS**, Double Eagle Estates, LLC, an Oklahoma Limited Liability Company (hereinafter, the "Owner"), is the owner and developer of Lots 1 and 2 in Block 1, Lots 5 and 6 in Block 4, Lot 7 in Block 5, Lots 1, 2, 3, 4, and 5 in Block 7, Reserve A, Reserve E, Reserve F, Reserve G, and Reserve H, all within the subdivision commonly known as RIVERSTONE ESTATES, a Subdivision within the City of Broken Arrow, Tulsa County, Oklahoma (hereinafter, the "Subdivision") by virtue of that certain Plat and Deed of Dedication & Restrictive Covenants recorded in the office of the Tulsa County Clerk as Plat No. 6726 on March 10, 2017; and

**WHEREAS**, Section I. Streets, Easements and Utilities, Subsection B. Underground Service, Paragraph 1., does not expressly provide for the supply of electric, telephone or cable television services by way of overhead lines within the Subdivision; and

**WHEREAS**, Section V. Enforcement, Duration, Amendment or Termination, and Severability, Paragraph C., Amendment, provides that the covenants contained within Section I, Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors with approval of the City of Broken Arrow; and

**WHEREAS**, Double Eagle Estates, LLC is the owner of Lots 1 and 2 in Block 1, Lots 5 and 6 in Block 4, Lot 7 in Block 5, Lots 1, 2, 3, 4, and 5 in Block 7, Reserve A, Reserve E, Reserve F, Reserve G, and Reserve H, all located within the subdivision and Julius Puma is the Manager of the Double Eagle Estates, LLC; and

**WHEREAS**, it is in the best interest of the Owner to amend the Plat and Deed of Dedication & Restrictive Covenants for the Subdivision to allow for the supply of electric, telephone or cable television services by way of overhead lines as hereinafter provided.

**NOW, THEREFORE**, the Owner hereby amends the Plat and Deed of Dedication & Restrictive Covenants of the Subdivision as follows:

1. **SECTION I. STREETS, EASEMENTS AND UTILITIES**, Subsection B. Underground Service, Paragraph 1. Is hereby deleted in its entirety and replaced with the following:

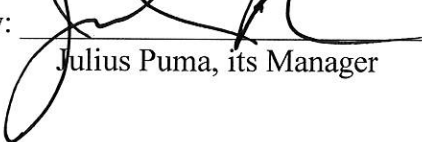
1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE UTILITY EASEMENT ALONG THE NORTH SUBDIVISION PERIMETER AND THE RIGHT-OF-WAY FOR WEST TUCSON STREET. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION 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. Except as expressly amended hereby, the Plat and Deed of Dedication & Restrictive Covenants shall remain in full force and effect.

3. This Amendment shall be effective from and after the date it is properly recorded, as provided within Section V. Enforcement, Duration, Amendment or Termination, and Severability, Paragraph C., Amendment of the Deed of Dedication & Restrictive Covenants of the Subdivision.

**IN WITNESS WHEREOF**, the undersigned executed this Amendment the year and day above written.

DOUBLE EAGLE ESTATES, LLC, an  
Oklahoma Limited Liability Company

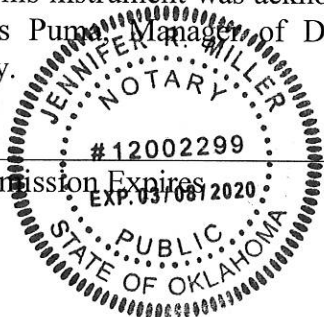
By:   
Julius Puma, its Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA    )  
  )    ss.  
COUNTY OF TULSA    )

This instrument was acknowledged before me on this 1 day of May, 2017, by Julius Puma, Manager of Double Eagle Estates, LLC, an Oklahoma Limited Liability Company.

My Commission Expires



  
Notary Public

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the Broken Arrow Planning Commission expressly acknowledges, consents, and approves of the foregoing Amendment.

Broken Arrow Planning Commission

By: \_\_\_\_\_  
Name:  
Its Chair

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the Broken Arrow City Council expressly acknowledges, consents, and approves of the foregoing Amendment.

Broken Arrow City Council

By: \_\_\_\_\_  
Name:  
Its Chair

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the City of Broken Arrow expressly acknowledges, consents, and approves of the foregoing Amendment.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney