

**Location Map**  
Scale: 1"=2000'

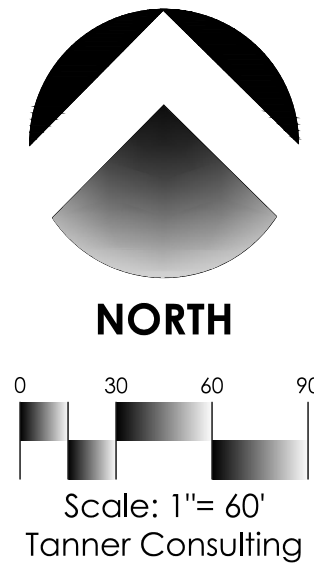
**SUBDIVISION CONTAINS:**  
SIXTY-NINE (69) LOTS  
IN SIX (6) BLOCKS  
WITH FOUR (4) RESERVES  
GROSS SUBDIVISION AREA: 21.485 ACRES

# Stone Horse III OF BROKEN ARROW

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

**OWNER:**  
**Stone Horse Development, L.L.C.**  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
CONTACT: BRIAN DOYLE  
12150 E. 96th Street North, Suite 200  
Owasso, Oklahoma 74055  
Phone: (918)376-6533

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2019  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



**LEGEND**

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- ESMT EASEMENT
- RES RESERVE
- U/E UTILITY EASEMENT
- SEC SECTION
- RADIUS RADIUS
- R.A. RESTRICTED ACCESS
- 9929 ADDRESS ASSIGNED
- IPFYC IRON PIN FOUND YELLOW CAP
- IPSYC IRON PIN SET YELLOW CAP

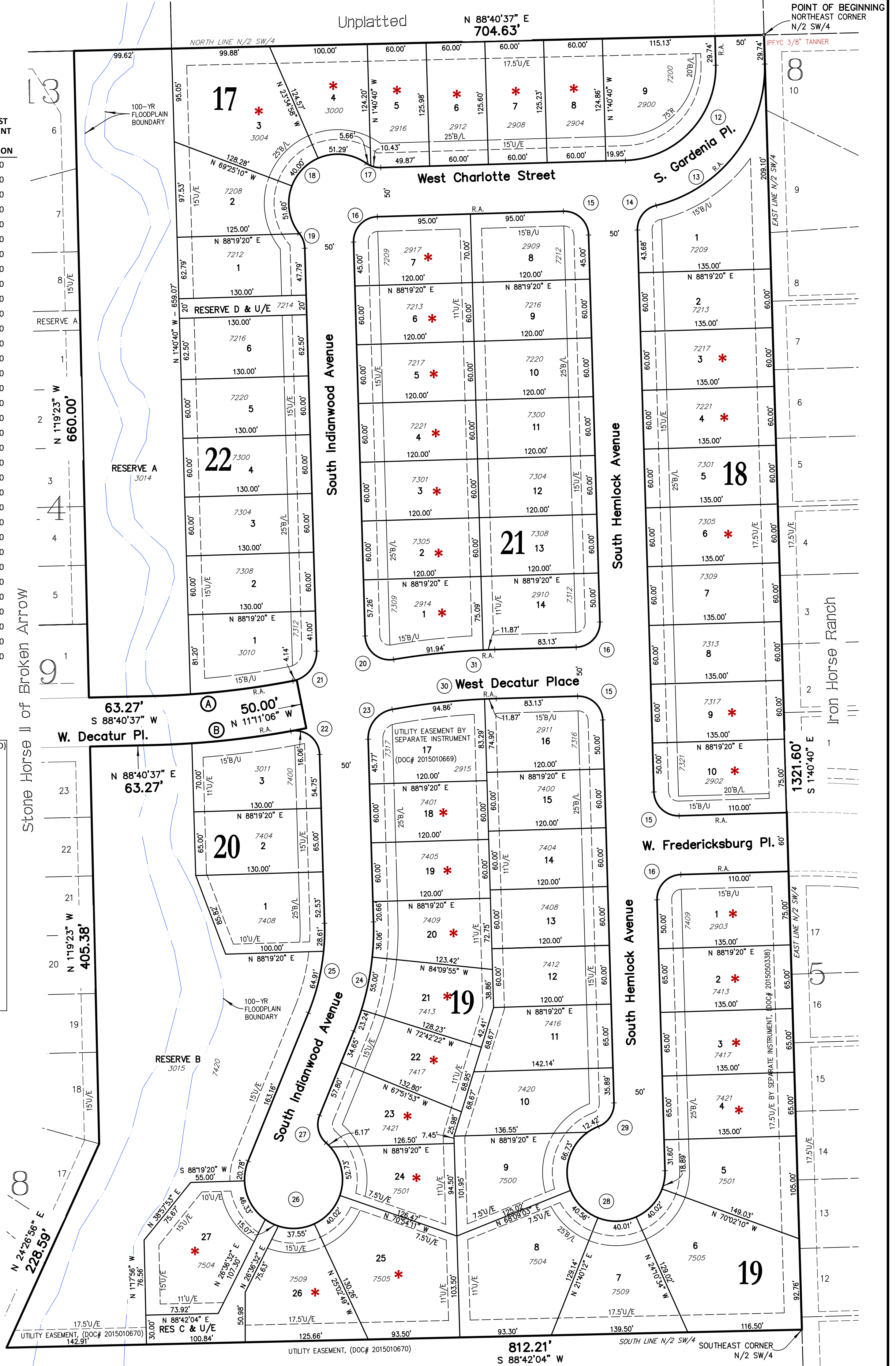
**Backflow Preventer Table**

BLOCK	LOT	PAD ELEV	HIGHEST ADJACENT RIM ELEVATION	BLOCK	LOT	PAD ELEV	HIGHEST ADJACENT RIM ELEVATION
17	1	653.15	647.90	19	17	650.30	653.50
17	2	654.10	647.90	19	18	647.80	651.10
17	3	654.95	658.00	19	19	645.30	651.10
17	4	656.15	658.00	19	20	644.40	651.10
17	5	657.95	658.00	19	21	643.85	648.90
17	6	660.70	663.70	19	22	643.35	648.90
17	7	662.50	663.70	19	23	642.80	648.90
17	8	663.15	663.70	19	24	642.55	647.00
17	9	664.55	663.70	19	25	642.95	647.00
18	1	664.15	664.11	19	26	642.80	647.00
18	2	663.20	663.09	19	27	640.75	641.00
18	3	662.60	663.09	20	1	643.75	638.70
18	4	662.05	663.09	20	2	645.10	639.10
18	5	664.40	663.09	20	3	646.80	639.10
18	6	660.80	663.09	21	1	651.95	655.60
18	7	660.20	658.96	21	2	651.05	655.60
18	8	659.60	658.96	21	3	651.60	655.60
18	9	658.80	658.96	21	4	652.20	655.60
18	10	657.60	658.96	21	5	652.80	659.50
19	1	655.95	656.17	21	6	654.65	659.50
19	2	654.45	656.17	21	7	657.50	659.50
19	3	653.80	656.17	21	8	663.10	659.50
19	4	653.15	656.17	21	9	662.90	659.50
19	5	652.05	649.25	21	10	662.30	659.50
19	6	651.90	649.25	21	11	661.70	655.60
19	7	651.30	649.25	21	12	661.10	655.60
19	8	650.90	647.00	21	13	660.45	655.60
19	9	650.90	647.00	21	14	659.10	655.60
19	10	652.80	648.90	22	1	648.55	646.10
19	11	653.65	648.90	22	2	649.75	646.10
19	12	654.30	651.10	22	3	650.40	646.10
19	13	654.90	651.10	22	4	651.00	646.10
19	14	655.65	651.10	22	5	651.55	646.10
19	15	656.85	653.50	22	6	652.20	646.10
19	16	658.05	653.50				

\* DENOTES REQUIRED BACKFLOW PREVENTER

**Curve Table**

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRNG (CB)	CHORDDIS (CD)
A	150.00	871.45	9°51'44"	N83°44'46"E	149.81'
B	158.61	921.45	9°51'44"	N83°44'46"E	158.41'
12	148.64	95.00	89°38'42"	N43°29'59"E	133.93'
13	196.64	145.00	77°42'05"	N37°31'40"E	181.92'
14	34.06	25.00	78°03'23"	N37°21'01"E	31.49'
15	39.27	25.00	90°00'00"	N46°40'40"W	35.36'
16	39.27	25.00	90°00'00"	N43°19'20"E	35.36'
17	16.09	25.00	36°52'12"	N73°14'34"W	15.81'
18	142.89	50.00	163°44'23"	N43°19'20"E	98.99'
19	16.09	25.00	36°52'12"	N20°06'46"W	15.81'
20	42.66	25.00	97°46'30"	N50°33'55"W	37.67'
21	42.29	30.00	80°45'54"	N38°42'17"E	38.87'
22	42.98	25.00	98°30'32"	N50°55'56"W	37.88'
23	42.65	30.00	81°26'50"	N39°02'45"E	39.14'
24	114.30	275.00	23°48'47"	N10°13'44"E	113.47'
25	93.51	225.00	23°48'47"	N10°13'44"E	92.84'
26	218.63	50.00	250°31'44"	N76°52'16"E	81.65'
27	30.77	25.00	70°31'44"	N13°07'44"W	28.87'
28	218.63	50.00	250°31'44"	N56°24'48"W	81.65'
29	30.77	25.00	70°31'44"	N33°35'12"E	28.87'
30	106.73	715.00	8°33'10"	N84°02'45"E	106.63'
31	103.81	765.00	7°46'30"	N84°26'05"E	103.73'



APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.  
Mayor \_\_\_\_\_  
Attest: City Clerk \_\_\_\_\_

**Benchmark 1**

SET 3" CHISELED BOX ON THE SOUTHEAST CORNER OF A CONCRETE HEADWALL ON THE EAST SIDE OF S. OLIVE AVE., 190 FEET SOUTH OF THE NW CORNER OF THE SW/4 OF SECTION 4, T-17-N-R-14-E. (364100.95N, 2609599.21E) ELEVATION = 643.33 (NAVD 88)

**Benchmark 2**

SET 3" CHISELED BOX ON THE TOP OF NORTH CURB, 70 FEET EAST OF THE WEST DEAD END OF FREDERICKSBURG PLACE, IN THE IRON HORSE RANCH SUBDIVISION. (363546.20N, 2612312.04E) ELEVATION = 655.97 (NAVD 88)

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST DECATUR PLACE AND WEST FREDERICKSBURG PLACE, BOTH PUBLIC STREETS.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. AN ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.
- ACCESS IS RESTRICTED FOR LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.

DATE OF PREPARATION: August 18, 2017

**Stone Horse III of Broken Arrow**  
CASE NUMBER: PT13-107  
DETENTION DETERMINATION NUMBER: DD-092313-18  
SHEET 1 OF 2



## Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N/2 SW/4; THENCE SOUTH 1°40'40" EAST AND ALONG THE EAST LINE OF SAID N/2 SW/4 FOR A DISTANCE OF 1321.60 FEET TO THE SOUTHEAST CORNER OF SAID N/2 SW/4; THENCE SOUTH 88°42'04" WEST AND ALONG THE SOUTH LINE OF SAID N/2 SW/4 FOR A DISTANCE OF 812.21 FEET TO A POINT, SAID POINT BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SEVEN (7) OF "STONE HORSE OF BROKEN ARROW", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6636);

THENCE ALONG THE EASTERLY BOUNDARY OF THE ADDITION FOR THE FOLLOWING COURSES: NORTH 24°26'56" EAST FOR A DISTANCE OF 228.59 FEET; THENCE NORTH 1°19'23" WEST FOR A DISTANCE OF 405.38 FEET; THENCE NORTH 88°40'37" EAST FOR A DISTANCE OF 63.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 921.45 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 9°51'44". A CHORD BEARING AND DISTANCE OF NORTH 83°44'46" EAST FOR 158.41 FEET, FOR AN ARC DISTANCE OF 158.61 FEET; THENCE NORTH 11°11'06" WEST FOR A DISTANCE OF 50.00 FEET; THENCE ALONG AN 871.45 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 78°48'54" WEST, A CENTRAL ANGLE OF 9°51'44", A CHORD BEARING AND DISTANCE OF SOUTH 83°44'46" WEST FOR 149.81 FEET, FOR AN ARC DISTANCE OF 150.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°40'37" WEST FOR A DISTANCE OF 63.27 FEET;

THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID ADDITION FOR THE REMAINING COURSES: NORTH 1°19'23" WEST FOR A DISTANCE OF 660.00 FEET; THENCE NORTH 88°40'37" EAST FOR A DISTANCE OF 704.63 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 935,879 SQUARE FEET, OR 11.485 ACRES.

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

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONJUNCTION WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "STONE HORSE III OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER, 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/DEVELOPER, 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/DEVELOPER, OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW.

### SECTION I. STREETS AND UTILITY EASEMENTS

#### A. PUBLIC STREETS AND UTILITY EASEMENTS

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

#### B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5' PERIMETER EASEMENT ALONG THE NORTH BOUNDARY. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND, ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

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,

DATE OF PREPARATION: August 18, 2017

# Stone Horse III OF BROKEN ARROW

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

AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY THE NECESSARY INSTALLATION OR MAINTENANCE OF THE UNDERGROUND WATER, SEWER, STORMSEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### G. ACCESS RESTRICTIONS

ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

#### H. SIDEWALKS

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

2. SIDEWALKS WILL BE CONSTRUCTED BY THE OWNER/DEVELOPER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

#### I. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

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

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

4. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION I SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT OR RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

### SECTION II. RESERVE AREAS

#### A. RESERVE AREAS A AND B

THESE RESERVE AREAS ARE DESIGNATED TO BE USED AS UNDEVELOPED BUFFER ZONES TO PROTECT THE EXISTING FLOODPLAIN LIMITS AND WETLAND FEATURES, OVERLAND DRAINAGE AREAS, AND MEANS OF UNINHIBITED ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE BY THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR.

#### B. RESERVE AREAS C AND D

RESERVE AREAS C AND D ARE DESIGNATED TO BE USED FOR OPEN SPACE, UTILITIES, AND ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF DRAINAGE FACILITIES TO BE LOCATED WITHIN RESERVE AREAS A AND B. RESERVE C IS FURTHER DESIGNATED TO BE USED FOR THE EXISTING CITY OF BROKEN ARROW SANITARY SEWER LIFT STATION AND ACCESS BY THE CITY OF BROKEN ARROW FOR ROUTINE INSPECTION AND MAINTENANCE THEREOF. RESERVE D IS FURTHER DESIGNATED TO BE USED FOR PRIVATE RECREATION.

#### C. ALL RESERVES

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREAS TO THE ASSOCIATION. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2. IN THE EVENT THE RESERVE AREA OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE CITY OF BROKEN ARROW OR THE BROKEN ARROW ENGINEERING AND CONSTRUCTION DEPARTMENT MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, 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 IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BROKEN ARROW NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

### SECTION III. HOMEOWNERS' ASSOCIATION

#### A. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN STONE HORSE III OF BROKEN ARROW (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION" OR THE "ASSOCIATION"). THE ASSOCIATION HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN STONE HORSE III OF BROKEN ARROW, STONE HORSE OF BROKEN ARROW (PLAT NO. 6636) AND STONE HORSE II OF BROKEN ARROW (THE PLAT OF WHICH SHALL HAVE BEEN FILED OF RECORD PRIOR TO THIS PLAT) AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF STONE HORSE OF BROKEN ARROW, STONE HORSE II OF BROKEN ARROW, AND STONE HORSE III OF BROKEN ARROW, AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION. STONE HORSE III OF BROKEN ARROW ADJOINS STONE HORSE OF BROKEN ARROW AND STONE HORSE II OF BROKEN ARROW AND SHALL BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION FORMED PURSUANT TO THE PLAT OF STONE HORSE OF BROKEN ARROW AND/OR STONE HORSE II OF BROKEN ARROW. FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, ADDITIONAL PRIVATE RESTRICTIONS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK.

#### B. MEMBERSHIP

EVERY RECORD OWNER OF A FEE INTEREST OF A LOT WITHIN STONE HORSE III OF BROKEN ARROW SHALL BE A MEMBER OF THE ASSOCIATION AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

### SECTION IV. ENFORCEMENT, AMENDMENT OR TERMINATION, DURATION, AND SEVERABILITY.

#### A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS, AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS AND UTILITY EASEMENTS AND II. RESERVE AREAS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I. AND II., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE OWNER/DEVELOPER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER/DEVELOPER OR ITS SUCCESSORS, GRANTEEES, OR ASSIGNS OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY COVENANT OR RESTRICTION TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. IN ANY JUDICIAL ACTION BROUGHT BY THE OWNER/DEVELOPER, HOMEOWNERS' ASSOCIATION, OR AN OWNER OF A LOT, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

#### B. AMENDMENT OR TERMINATION

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

#### C. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, UNLESS SOONER TERMINATED OR AMENDED AS HEREIN PROVIDED.

#### D. SEVERABILITY

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

IN WITNESS WHEREOF, STONE HORSE DEVELOPMENT, LLC, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

STONE HORSE DEVELOPMENT, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DANIEL RUHL  
MANAGER

STATE OF OKLAHOMA )  
  ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, LLC TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "STONE HORSE III OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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 \_\_\_\_\_, 2017, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

Stone Horse of Broken Arrow

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

