

Location Map
 Scale: 1"=200'

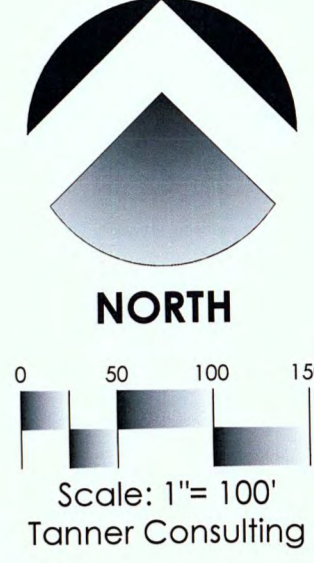
SUBDIVISION CONTAINS:
 SEVENTY (70) LOTS
 IN SIX (6) BLOCKS
 GROSS SUBDIVISION AREA: 18.675 ACRES

Stone Horse V OF BROKEN ARROW

PART OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/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/DEVELOPER:
Stone Horse Development, L.L.C.
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 CONTACT: PETE KOURTIS
 12150 East 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 6/30/2023
 EMAIL: DAN@TANNERBATHSHOP.COM
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918)745-9929



POINT OF COMMENCEMENT
 NORTHEAST CORNER E/2 NW/4
 SECTION 4, T-17-N, R-14-E
 FOUND 3/8" IRON PIN

Benchmark 2
 SET MAG NAIL W/ FLASHER APPROX. 0.9
 FEET SOUTH OF NORTH EDGE OF PAVING
 AND 24 FEET EAST OF THE NORTHEAST
 CORNER OF "RIVERSTONE ESTATES".
 (366993.15N, 2612164.01E)
 ELEVATION = 680.56 (NAVD 88)

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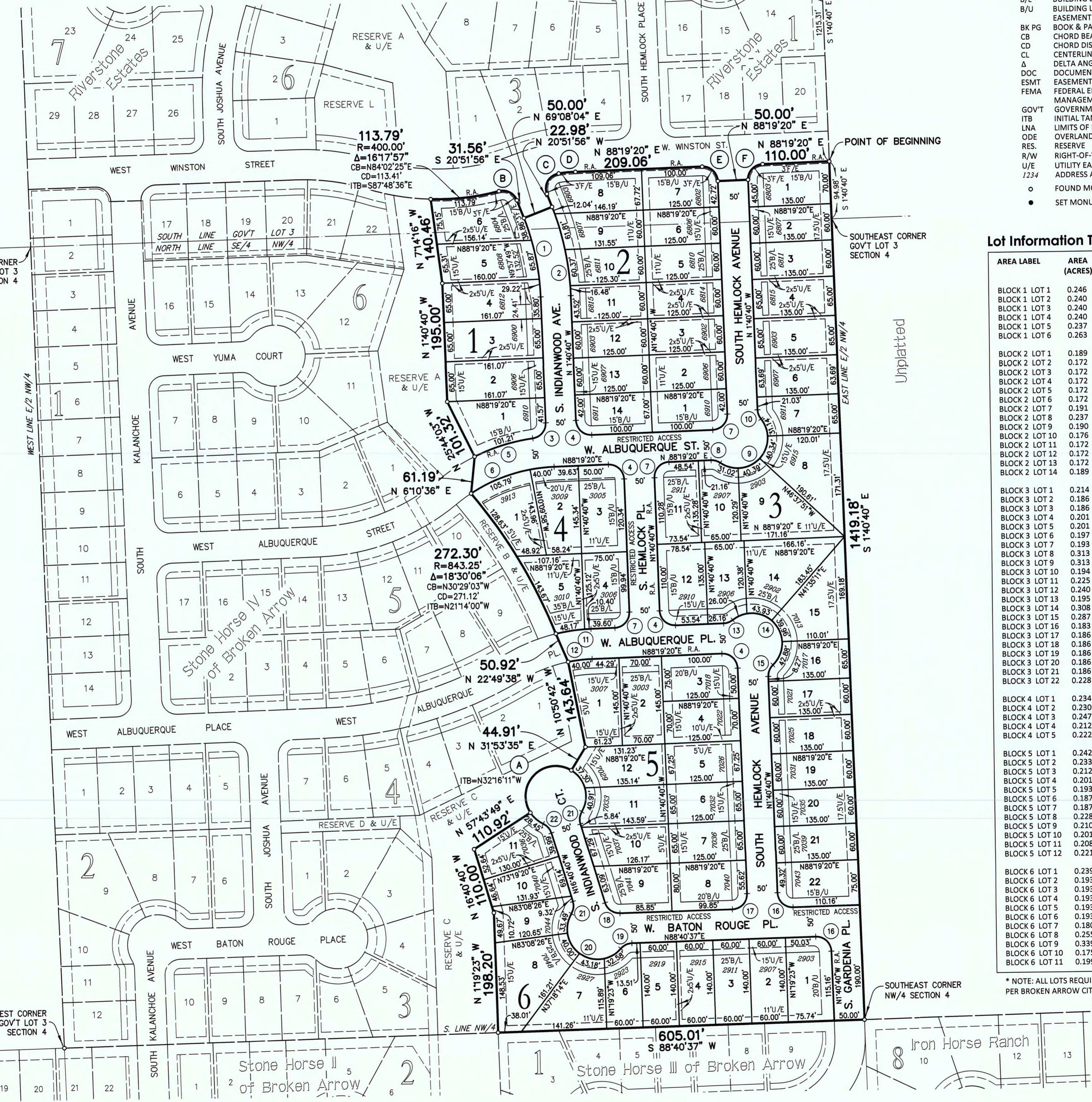
LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY
- E EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- FEMA FEDERAL EMERGENCY
- MANAGEMENT AGENCY
- GOV'T GOVERNMENT
- ITB INITIAL TANGENT BEARING
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- 1234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Lot Information Table

AREA LABEL	AREA (ACRES)	AREA (SQ. FT.)	MIN. PAD ELEV. *
BLOCK 1 LOT 1	0.246	10,737	652.35
BLOCK 1 LOT 2	0.240	10,469	653.10
BLOCK 1 LOT 3	0.240	10,469	653.95
BLOCK 1 LOT 4	0.240	10,459	654.90
BLOCK 1 LOT 5	0.237	10,334	655.80
BLOCK 1 LOT 6	0.263	11,441	658.05
BLOCK 2 LOT 1	0.189	8,241	652.70
BLOCK 2 LOT 2	0.172	7,500	654.00
BLOCK 2 LOT 3	0.172	7,500	655.45
BLOCK 2 LOT 4	0.172	7,500	656.85
BLOCK 2 LOT 5	0.172	7,500	658.25
BLOCK 2 LOT 6	0.172	7,500	659.70
BLOCK 2 LOT 7	0.191	8,331	661.35
BLOCK 2 LOT 8	0.237	10,345	663.45
BLOCK 2 LOT 9	0.190	8,289	665.15
BLOCK 2 LOT 10	0.176	7,665	665.40
BLOCK 2 LOT 11	0.172	7,502	664.70
BLOCK 2 LOT 12	0.172	7,500	659.90
BLOCK 2 LOT 13	0.172	7,500	653.10
BLOCK 2 LOT 14	0.189	8,241	652.30
BLOCK 3 LOT 1	0.214	9,316	661.85
BLOCK 3 LOT 2	0.186	8,100	659.70
BLOCK 3 LOT 3	0.201	8,775	656.85
BLOCK 3 LOT 4	0.201	8,775	655.30
BLOCK 3 LOT 5	0.197	8,598	653.75
BLOCK 3 LOT 6	0.193	8,412	652.05
BLOCK 3 LOT 7	0.313	13,615	652.45
BLOCK 3 LOT 8	0.313	13,632	652.40
BLOCK 3 LOT 9	0.194	8,432	652.00
BLOCK 3 LOT 10	0.225	9,814	651.05
BLOCK 3 LOT 11	0.240	10,468	649.10
BLOCK 3 LOT 12	0.195	8,488	650.85
BLOCK 3 LOT 13	0.208	9,396	651.60
BLOCK 3 LOT 14	0.307	13,396	651.95
BLOCK 3 LOT 15	0.287	12,489	651.95
BLOCK 3 LOT 16	0.183	7,966	652.35
BLOCK 3 LOT 17	0.186	8,100	651.75
BLOCK 3 LOT 18	0.186	8,100	651.15
BLOCK 3 LOT 19	0.186	8,100	650.80
BLOCK 3 LOT 20	0.186	8,100	650.80
BLOCK 3 LOT 21	0.186	8,100	652.45
BLOCK 3 LOT 22	0.228	9,936	654.65
BLOCK 4 LOT 1	0.234	10,189	652.60
BLOCK 4 LOT 2	0.230	10,000	651.65
BLOCK 4 LOT 3	0.245	10,765	651.15
BLOCK 4 LOT 4	0.212	9,237	648.10
BLOCK 4 LOT 5	0.222	9,666	646.60
BLOCK 5 LOT 1	0.242	10,532	647.10
BLOCK 5 LOT 2	0.233	10,150	648.15
BLOCK 5 LOT 3	0.212	9,241	651.85
BLOCK 5 LOT 4	0.201	8,750	651.50
BLOCK 5 LOT 5	0.193	8,406	650.80
BLOCK 5 LOT 6	0.187	8,125	650.80
BLOCK 5 LOT 7	0.187	8,125	652.10
BLOCK 5 LOT 8	0.228	9,913	654.65
BLOCK 5 LOT 9	0.210	9,133	649.90
BLOCK 5 LOT 10	0.201	8,767	649.10
BLOCK 5 LOT 11	0.208	9,056	648.45
BLOCK 5 LOT 12	0.221	9,633	647.60
BLOCK 6 LOT 1	0.239	10,411	658.65
BLOCK 6 LOT 2	0.193	8,400	657.20
BLOCK 6 LOT 3	0.193	8,400	655.80
BLOCK 6 LOT 4	0.193	8,400	653.85
BLOCK 6 LOT 5	0.193	8,400	651.90
BLOCK 6 LOT 6	0.193	8,400	650.65
BLOCK 6 LOT 7	0.180	7,844	650.25
BLOCK 6 LOT 8	0.255	11,120	650.15
BLOCK 6 LOT 9	0.339	14,751	649.70
BLOCK 6 LOT 10	0.175	7,525	648.75
BLOCK 6 LOT 11	0.199	8,666	648.05

* NOTE: ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE



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 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 A. FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;
 B. FOUND 3/8" IRON PIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°41'07" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW, OKLAHOMA, 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 INDIANWOOD AVENUE, SOUTH HEMLOCK AVENUE, AND SOUTH GARDENIA PLACE, ALL BEING PUBLIC STREETS.
- 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."
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-70215-17.

Curve Tables

CURVE	LENGTH	RADIUS	DELTA(Δ)	CHORD(B)(C)	CHORD(D)(C)
A	134.53'	50.00'	154°09'46"	N44°48'42"E	97.47'
B	36.32'	25.00'	83°14'37"	S62°29'15"E	33.21'
C	44.87'	25.00'	102°50'23"	N30°33'15"E	39.09'
D	27.70'	250.00'	6°20'54"	N85°08'59"E	27.69'
E	39.27'	25.00'	90°00'00"	S48°40'40"E	35.36'
F	39.27'	25.00'	90°00'00"	N43°19'20"E	35.36'

CURVE	LENGTH	RADIUS	DELTA(Δ)	CHORD(B)(C)	CHORD(D)(C)
1	133.95'	400.00'	19°11'16"	N11°16'18"W	133.33'
2	150.70'	450.00'	19°11'16"	N11°16'18"W	150.00'
3	36.68'	25.00'	84°03'52"	N40°21'16"E	33.48'
4	39.27'	25.00'	90°00'00"	N46°40'40"W	35.36'
5	101.21'	320.00'	18°07'15"	N73°19'35"E	100.79'
6	145.79'	270.00'	30°56'14"	N72°51'19"E	144.02'
7	39.27'	25.00'	90°00'00"	N43°19'20"E	35.36'
8	15.09'	25.00'	36°52'12"	N73°14'34"W	15.81'
9	142.89'	50.00'	163°44'23"	N43°19'20"E	98.99'
10	16.09'	25.00'	36°52'12"	N20°06'46"W	15.81'
11	58.57'	300.00'	11°11'13"	N82°43'44"E	58.48'
12	40.00'	250.00'	9°10'02"	N83°44'19"E	39.96'
13	16.09'	25.00'	36°52'12"	N69°53'14"E	15.81'
14	152.77'	50.00'	175°03'34"	N41°01'05"W	99.91'
15	21.03'	25.00'	48°11'23"	N22°25'01"E	20.41'
16	39.12'	25.00'	89°38'42"	N46°30'01"W	35.25'
17	39.42'	25.00'	90°21'18"	N43°29'59"E	35.46'
18	32.57'	25.00'	74°38'42"	N54°00'01"W	30.32'
19	21.03'	25.00'	48°11'23"	N64°34'56"E	20.41'
20	149.25'	50.00'	171°01'28"	N54°00'01"W	99.69'
21	21.03'	25.00'	48°11'23"	N7°25'01"E	20.41'
22	21.03'	25.00'	48°11'23"	N40°46'22"W	20.41'

STATE OF OKLAHOMA }
 COUNTY OF TULSA }
 I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
 Dated the 27 day of April 2023
 MICHAEL WILLIS, Tulsa County Clerk
 Deputy

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 \$8,793.00 per trust receipt no. 17145 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

Dated: 04/27/2022
 John M. Fothergill
 Tulsa County Treasurer
 By: *Michael Willis*
 Deputy

APPROVED 2-15-2023, by the City Council of the City of Broken Arrow, Oklahoma.
 Mayor: *John M. Fothergill*
 Attest: City Clerk

Stone Horse V of Broken Arrow

Stone Horse V OF BROKEN ARROW

PART OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/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

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE DEVELOPMENT, LLC, 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 EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID E/2 NW/4; THENCE SOUTH 1°40'40" EAST AND ALONG THE EAST LINE OF THE E/2 NW/4, ALSO BEING THE EAST LINE OF "RIVERSTONE ESTATES", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6726), FOR A DISTANCE OF 1215.31 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF "RIVERSTONE ESTATES" AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 1°40'40" EAST AND ALONG THE EAST LINE OF THE E/2 NW/4 FOR A DISTANCE OF 1419.18 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE E/2 NW/4; THENCE SOUTH 88°40'37" WEST AND ALONG THE SOUTH LINE OF THE E/2 NW/4 FOR A DISTANCE OF 605.01 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF "STONE HORSE IV OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6917);
THENCE ALONG THE EASTERLY BOUNDARY OF "STONE HORSE IV OF BROKEN ARROW" FOR THE FOLLOWING TWELVE (12) COURSES: NORTH 1°19'23" WEST FOR A DISTANCE OF 198.20 FEET; THENCE NORTH 16°40'40" WEST FOR A DISTANCE OF 110.00 FEET; THENCE NORTH 57°43'49" EAST FOR A DISTANCE OF 110.92 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 32°16'11" WEST, A CENTRAL ANGLE OF 154°09'46", A CHORD BEARING AND DISTANCE OF NORTH 44°48'42" EAST FOR 97.47 FEET, FOR AN ARC DISTANCE OF 134.53 FEET TO A POINT; THENCE NORTH 31°53'35" EAST FOR A DISTANCE OF 44.91 FEET; THENCE NORTH 10°50'42" WEST FOR A DISTANCE OF 143.64 FEET; THENCE NORTH 22°49'38" WEST FOR A DISTANCE OF 50.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A 843.25 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 21°14'00" WEST, A CENTRAL ANGLE OF 18°30'06", A CHORD BEARING AND DISTANCE OF NORTH 30°29'03" WEST FOR 271.12 FEET, FOR AN ARC DISTANCE OF 272.30 FEET TO A POINT; THENCE NORTH 6°10'36" EAST FOR A DISTANCE OF 61.19 FEET; THENCE NORTH 25°44'03" WEST FOR A DISTANCE OF 101.32 FEET; THENCE NORTH 1°40'40" WEST FOR A DISTANCE OF 195.00 FEET; THENCE NORTH 71°16' WEST FOR A DISTANCE OF 140.46 FEET TO A POINT ON THE SOUTH LINE OF "RIVERSTONE ESTATES" AND THE SOUTH LINE OF WEST WINSTON STREET;
THENCE ALONG THE SOUTHERLY LINES OF "RIVERSTONE ESTATES" FOR THE REMAINING COURSES: A 400.00 RADIUS FOOT NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 87°48'36" EAST, A CENTRAL ANGLE OF 16°17'57", A CHORD BEARING AND DISTANCE OF NORTH 84°02'25" EAST FOR 113.41 FEET, FOR AN ARC DISTANCE OF 113.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°14'37", A CHORD BEARING AND DISTANCE OF SOUTH 62°29'15" EAST FOR 33.21 FEET, FOR AN ARC DISTANCE OF 36.32 FEET; THENCE SOUTH 20°51'56" EAST FOR A DISTANCE OF 31.56 FEET; THENCE NORTH 69°08'04" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 20°51'56" WEST FOR A DISTANCE OF 22.98 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 102°50'23", A CHORD BEARING AND DISTANCE OF NORTH 30°33'15" EAST FOR 39.09 FEET, FOR AN ARC DISTANCE OF 44.87 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 250.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 6°20'54", A CHORD BEARING AND DISTANCE OF NORTH 85°08'53" EAST FOR 27.69 FEET, FOR AN ARC DISTANCE OF 27.70 FEET; THENCE NORTH 85°19'20" EAST FOR A DISTANCE OF 109.06 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 46°40'40" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 88°19'20" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°40'40" WEST, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 43°19'20" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 88°19'20" EAST FOR A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 813,473 SQUARE FEET, OR 18.675 ACRES.

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:

- FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;
- FOUND 3/8" IRON PIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°41'07" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "STONE HORSE V OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "STONE HORSE V OF BROKEN ARROW" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE, LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE) 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, 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 OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

DATE OF PREPARATION: MARCH 3, 2022

SECTION I. STREETS, EASEMENTS, AND UTILITIES

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, 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/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES, STORM SEWER LINES, 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/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 THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE:

1. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND 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 OWNER 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, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT 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 OWNER AGREES TO BE BOUND HEREBY.

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

1. EACH LOT 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.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, AND 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 BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, 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 SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, 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 BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND OWNERS OF EACH LOT AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE:

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA. NO LOT OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER OR ACROSS SUCH OWNER'S LOT IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING OR 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, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. OTHER USES:

ALL LOT OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE EASEMENT RIGHTS GRANTED UNDER THIS DEDICATION.

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:

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

I. FENCE EASEMENTS:

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT, TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND FOR THEIR COMMON USE AND BENEFIT, FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING NEIGHBORHOOD PERIMETER WALLS AND/OR FENCES, AND THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE EASEMENT AREAS, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL WALLS AND FENCES. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

SECTION II. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION:

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN STONE HORSE V OF BROKEN ARROW (REFERRED TO HEREIN AS THE "HOMEOWNERS' ASSOCIATION" OR "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 COMMON AREAS WITHIN STONE HORSE V OF BROKEN ARROW, ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN STONE HORSE OF BROKEN ARROW (PLAT NO. 6636), STONE HORSE II OF BROKEN ARROW (PLAT NO. 6769), STONE HORSE III OF BROKEN ARROW (PLAT NO. 6771), AND STONE HORSE IV OF BROKEN ARROW (PLAT NO. 6917), AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, MAINTAINING ANY OTHER FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF SAID SUBDIVISIONS. "STONE HORSE V OF BROKEN ARROW" ADJOINS STONE HORSE III OF BROKEN ARROW AND HORSE IV OF BROKEN ARROW, THE LATTER OF WHICH ADJOINS STONE HORSE OF BROKEN ARROW, PLAT NO. 6636, AND SHALL BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION FORMED OR TO BE FORMED PURSUANT TO THE PLAT OF STONE HORSE OF BROKEN ARROW, PLAT NO. 6636.

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN "STONE HORSE V OF BROKEN ARROW" SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS:

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST WITHIN THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS:

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON A COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

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

A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES, AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I. AND III., 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 II. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION II. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNER OF ANY LOT WITHIN "STONE HORSE V OF BROKEN ARROW" SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT WITHIN "STONE HORSE V OF BROKEN ARROW", THE HOMEOWNERS' ASSOCIATION, OR ANY OTHER BENEFICIARY AS SPECIFIED WITHIN THE CONCERNED SECTION HEREOF TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT WITHIN "STONE HORSE V OF BROKEN ARROW", 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 ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THE COVENANTS CONTAINED HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS, AND ASSIGNS, AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND III. 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS WITHIN SECTION II. AND WITHIN ANY OTHER PART HEREOF WHICH DID NOT ORIGINALLY REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN "STONE HORSE V OF BROKEN ARROW" WITHOUT APPROVAL FROM THE CITY OF BROKEN ARROW. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 11th DAY OF April, 2022.


STONE HORSE DEVELOPMENT, L.L.C.
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 11th DAY OF April, 2022, PERSONALLY APPEARED DANIEL RUHL TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, L.L.C. 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 STONE HORSE DEVELOPMENT, L.L.C. FOR THE USES AND PURPOSES THEREIN SET FORTH.


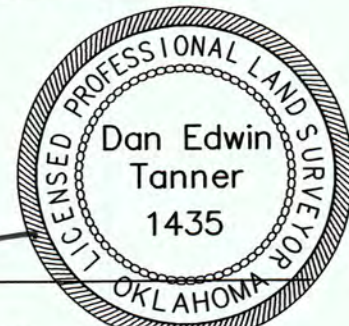
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024 
MY COMMISSION EXPIRES 
JENNIFER MILLER, 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 HEREIN ABOVE, 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.

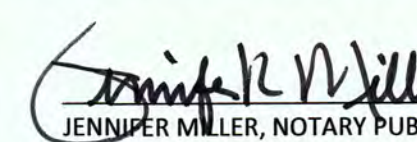

WITNESS MY HAND AND SEAL THIS 9 DAY OF March, 2022.


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 9 DAY OF March, 2022, 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.

03/08/2024 
MY COMMISSION EXPIRES 
JENNIFER MILLER, NOTARY PUBLIC