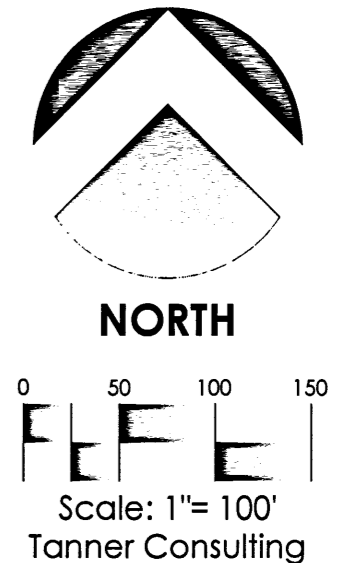


# Stone Horse IV OF BROKEN ARROW

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: BRIAN DOYLE  
 12150 E. 96th Street North, Suite 200  
 Owasso, Oklahoma 74055  
 Phone: (918)376-6533

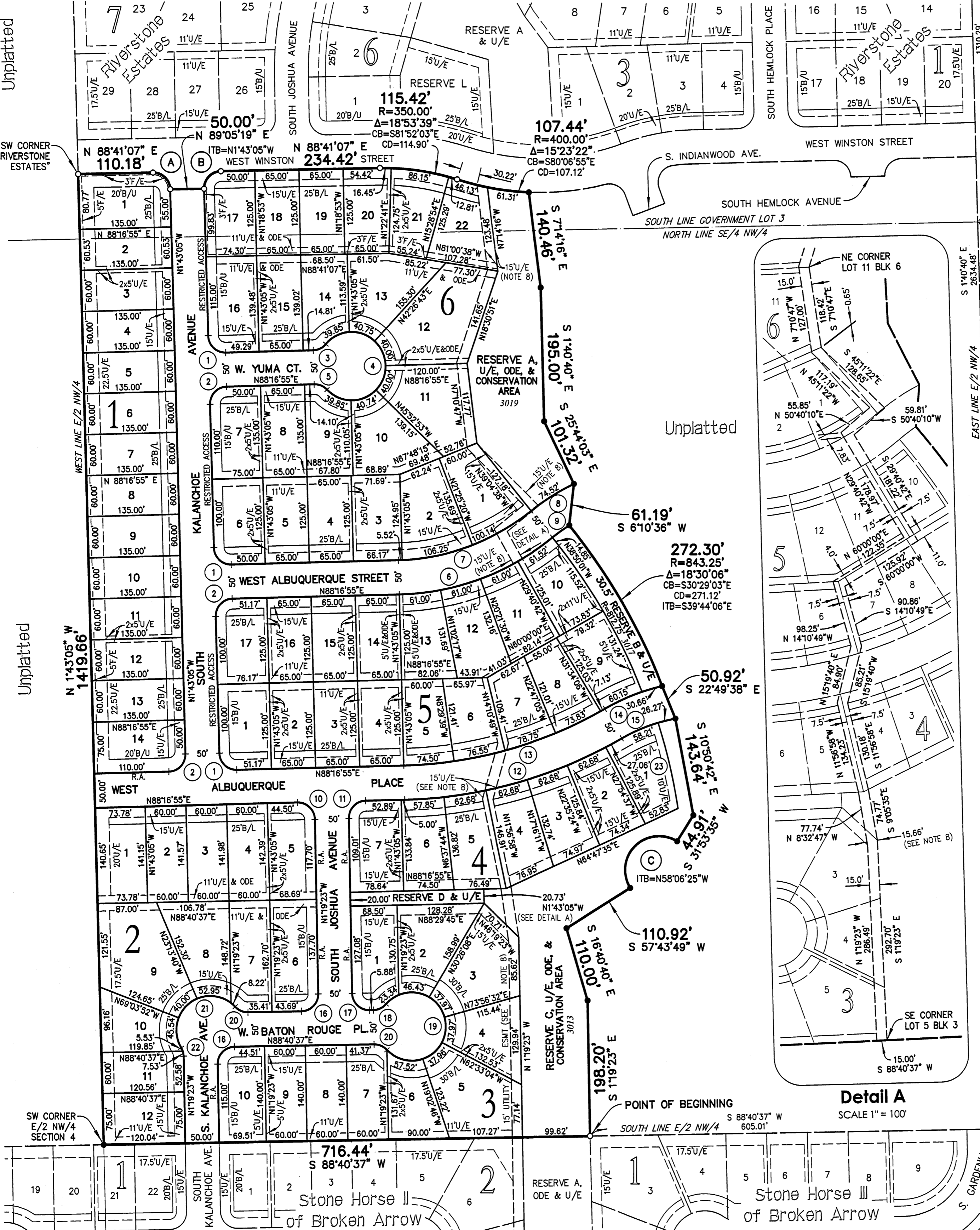
**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
 DAN E. TANNER, P.L.S. NO. 1435  
 OK CA NO. 2661, EXPIRES 6/30/2021  
 EMAIL: DAN@TANNERBAITSHOP.COM  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918)745-9929

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

**SUBDIVISION CONTAINS:**  
 EIGHTY-TWO (82) LOTS  
 IN SIX (6) BLOCKS  
 WITH FOUR (4) RESERVE AREAS  
 GROSS SUBDIVISION AREA: 24.020 ACRES

**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)



**LEGEND**

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
A	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
LNA	LIMITS OF NO ACCESS
OLA	OVERLAND DRAINAGE EASEMENT
R.A.	RESTRICTED ACCESS (SEE NOTE 6)
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT (SEE NOTE # 2)
●	SET MONUMENT (SEE NOTE # 2)

**Lot Information Table**

AREA LABEL	AREA (ACRES)	ADDRESS	MIN. PAD ELEVATION *
BLOCK 1 LOT 1	0.246	6800	659.75
BLOCK 1 LOT 2	0.188	6804	658.75
BLOCK 1 LOT 3	0.186	6808	657.85
BLOCK 1 LOT 4	0.186	6812	656.95
BLOCK 1 LOT 5	0.186	6900	656.35
BLOCK 1 LOT 6	0.186	6904	655.75
BLOCK 1 LOT 7	0.186	6908	655.15
BLOCK 1 LOT 8	0.186	6912	654.55
BLOCK 1 LOT 9	0.186	6916	654.45
BLOCK 1 LOT 10	0.186	7000	653.85
BLOCK 1 LOT 11	0.186	7004	654.10
BLOCK 1 LOT 12	0.186	7008	655.65
BLOCK 1 LOT 13	0.186	7012	655.75
BLOCK 1 LOT 14	0.229	7016	656.55
BLOCK 2 LOT 1	0.239	3211	661.20
BLOCK 2 LOT 2	0.195	3207	660.20
BLOCK 2 LOT 3	0.195	3203	657.95
BLOCK 2 LOT 4	0.196	3199	654.65
BLOCK 2 LOT 5	0.223	3135	652.25
BLOCK 2 LOT 6	0.253	3134	653.05
BLOCK 2 LOT 7	0.221	3138	655.85
BLOCK 2 LOT 8	0.253	3200	657.40
BLOCK 2 LOT 9	0.389	3206	658.95
BLOCK 2 LOT 10	0.190	7104	659.80
BLOCK 2 LOT 11	0.166	7108	661.70
BLOCK 2 LOT 12	0.207	7112	662.50
BLOCK 3 LOT 1	0.228	3126	651.40
BLOCK 3 LOT 2	0.262	3122	650.60
BLOCK 3 LOT 3	0.301	3116	650.30
BLOCK 3 LOT 4	0.217	3117	650.45
BLOCK 3 LOT 5	0.323	3121	650.45
BLOCK 3 LOT 6	0.194	3125	651.10
BLOCK 3 LOT 7	0.192	3129	652.10
BLOCK 3 LOT 8	0.193	3131	652.75
BLOCK 3 LOT 9	0.193	3135	654.35
BLOCK 3 LOT 10	0.220	3139	658.05
BLOCK 4 LOT 1	0.215	3103	646.95
BLOCK 4 LOT 2	0.197	3107	647.55
BLOCK 4 LOT 3	0.203	3111	648.15
BLOCK 4 LOT 4	0.221	3115	648.75
BLOCK 4 LOT 5	0.225	3119	649.40
BLOCK 4 LOT 6	0.212	3123	649.95
BLOCK 4 LOT 7	0.237	3127	649.75
BLOCK 5 LOT 1	0.215	3138	655.05
BLOCK 5 LOT 2	0.187	3134	652.65
BLOCK 5 LOT 3	0.187	3130	651.20
BLOCK 5 LOT 4	0.187	3126	650.60
BLOCK 5 LOT 5	0.191	3122	649.90
BLOCK 5 LOT 6	0.189	3116	649.10
BLOCK 5 LOT 7	0.186	3112	648.30
BLOCK 5 LOT 8	0.182	3108	647.50
BLOCK 5 LOT 9	0.218	3104	646.75
BLOCK 5 LOT 10	0.202	3105	652.40
BLOCK 5 LOT 11	0.225	3109	651.80
BLOCK 5 LOT 12	0.209	3115	651.25
BLOCK 5 LOT 13	0.208	3119	650.65
BLOCK 5 LOT 14	0.187	3125	650.75
BLOCK 5 LOT 15	0.187	3129	651.40
BLOCK 5 LOT 16	0.187	3133	652.05
BLOCK 5 LOT 17	0.215	3137	653.90

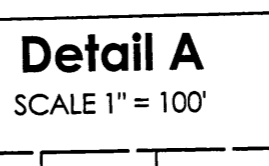
(CONTINUED BELOW)  
 \* NOTE: ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE

- 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 SET OR FOUND ARE 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 (NAD 83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
    - A. FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 4;
    - B. FOUND 3/8" IRON PIN AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 4;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°41'07" EAST.
  - ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
  - ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST WINSTON STREET AND SOUTH KALANCHOE AVENUE, BOTH 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." THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
  - STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-70215-17.
  - 15'-WIDE UTILITY EASEMENT FILED OF RECORD JULY 23, 2015 AS DOC #2015065915 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY; 15 FEET IN WIDTH EXCEPT WHERE OTHERWISE SPECIFIED.

**Curve Table**

CURVE	LENGTH	RADIUS	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
A	39.09'	25.00'	89°35'48"	S46°30'59"E	35.23'
B	39.45'	25.00'	90°24'12"	N43°29'01"E	35.48'
C	134.53'	50.00'	154°09'46"	S44°48'42"W	97.47'

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27'	25.00'	90°00'00"	N46°43'05"W	35.36'
2	39.27'	25.00'	90°00'00"	N43°16'55"E	35.36'
3	21.03'	25.00'	48°11'23"	N64°11'14"E	20.41'
4	241.19'	50.00'	276°22'46"	N1°43'05"W	66.67'
5	21.03'	25.00'	48°11'23"	N67°37'24"W	20.41'
6	244.52'	375.00'	37°21'33"	N69°36'09"E	240.21'
7	211.91'	325.00'	37°21'33"	N69°36'09"E	208.18'
8	74.52'	320.00'	13°20'35"	N57°35'39"E	74.35'
9	30.26'	270.00'	6°25'15"	N54°08'00"E	30.24'
10	39.44'	25.00'	90°23'42"	N46°31'14"W	35.48'
11	39.10'	25.00'	89°36'18"	N43°28'46"E	35.23'
12	335.63'	675.00'	28°29'21"	N74°02'15"E	332.18'
13	310.77'	625.00'	28°29'20"	N74°02'15"E	307.58'
14	90.81'	300.00'	17°20'33"	N68°27'51"E	90.46'
15	84.48'	250.00'	19°21'43"	N69°28'26"E	84.08'
16	39.27'	25.00'	90°00'00"	N43°40'37"E	35.36'
17	39.27'	25.00'	90°00'00"	N46°19'23"W	35.36'
18	21.03'	25.00'	48°11'23"	N64°34'56"E	20.41'
19	241.19'	50.00'	276°22'46"	N1°19'23"W	66.67'
20	21.03'	25.00'	48°11'23"	N67°13'41"W	20.41'
21	146.71'	50.00'	168°06'58"	N52°48'31"E	99.46'
22	13.06'	25.00'	29°55'35"	N16°17'10"W	12.91'
23	128.72'	820.00'	8°59'39"	N13°24'48"W	128.59'



**Detail A**  
 SCALE 1"=100'

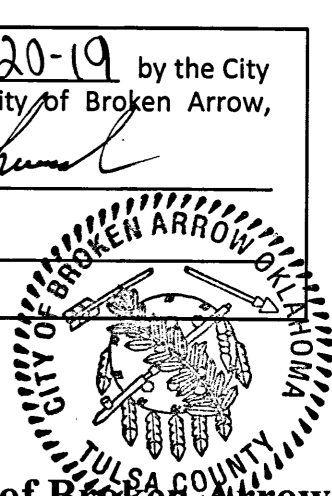
**CERTIFICATE**

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 \$38,305.00 per trust receipt no.16434 to be applied to 2020 taxes. This certificate is NOT to be construed as payment of 2020 taxes, full but is given in order that this plat may be filed for record. 2020 taxes may exceed the amount of the security deposit.

Dated: 07/09/2020  
 Dennis Sermon  
 Tulsa County Trustee  
 By: *[Signature]*  
 Deputy

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

APPROVED 6-20-19 by the City Council of the City of Broken Arrow, Oklahoma.  
*[Signature]*  
 Mayor  
*[Signature]*  
 Attest: City Clerk





# Stone Horse IV

## 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 AND RESTRICTIVE COVENANTS (CONTINUED)**

**SECTION II. RESERVE AREAS**

- A. ALL RESERVE AREAS:**
- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS TYPES OF FENCING, AND REPAIRS TO THE FENCING, SHALL BE THE RESPONSIBILITY OF THE OWNER HEREOF, WHOSE PORTION SHALL BE THE "HOMEOWNERS' ASSOCIATION" ASSOCIATION, UNLESS OTHERWISE SPECIFIED BY AN OWNER/DEVELOPER TO THE ASSOCIATION. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS.
  - THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.
  - IN THE EVENT THE RESERVE AREA OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPETITION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, 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 SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
  - EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION SHALL INDEMNIFY AND 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 WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER/DEVELOPER NOR CITY OF BROKEN ARROW 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, B, AND C:**
- THESE RESERVE AREAS ARE DESIGNATED TO BE USED AS UNDEVELOPED BUFFER ZONES TO PROTECT THE EXISTING FLOODPLAIN LIMITS AND WETLAND FEATURES, OVERLAND DRAINAGE AREAS, AS MEANS OF MAINTAINING ACCESS FOR ROAD WETLANDS, OR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND AS A MEANS OF UNINHIBITED ACCESS FOR MAINTENANCE BY THE RESERVE AREA OWNER.
  - RESERVES A AND C ARE HEREBY DEDICATED AS AQUATIC ECOSYSTEM PRESERVES, BUFFER PRESERVES, AND POND PRESERVES FOR THE PURPOSE OF PROVIDING AQUATIC RESOURCE CONSERVATION IN ACCORDANCE WITH THE WETLAND MITIGATION DETERMINATION, SW7-2014-303, BY THE U.S. ARMY CORPS OF ENGINEERS (USACE), TULSA DISTRICT. NO ACTIVITY SHALL BE CONDUCTED OR PERMITTED WITHIN THE CONSERVATION AREA WHICH IS CONTRARY TO THE RESTRICTIONS PROVIDED FOR IN THE CONSERVATION INSTRUMENT TO BE EXECUTED AND IS RECORDED PURSUANT TO THE PERMIT ISSUED BY THE USACE FOR CASE NUMBER SW7-2014-303. THIS WETLAND CONSERVATION RESTRICTION SHALL BE RECORDED AS A SEPARATE INSTRUMENT AND SHALL RUN WITH THE LAND IN PERPETUITY AND BE BINDING ON ALL FUTURE OWNERS, HEIRS, SUCCESSORS, ADMINISTRATORS, ASSIGNS, LESSEES, OR OTHER OCCUPIERS OR USERS.
- C. RESERVE AREA D:**
- RESERVE D IS DESIGNATED TO BE USED FOR ACCESS TO RESERVE C, AND OPEN SPACE, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. PERMANENT STRUCTURES AND FENCING ACROSS THIS RESERVE AREA ARE PROHIBITED.

**SECTION III. 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 IV OF BROKEN ARROW (REFERRED TO HERIN 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 RESERVE AREAS AND OTHER COMMON AREAS WITHIN STONE HORSE IV OF BROKEN ARROW, STONE HORSE III OF BROKEN ARROW (PLAT NO. 6636), STONE HORSE II OF BROKEN ARROW (PLAT NO. 6769), AND STONE HORSE I OF BROKEN ARROW (PLAT NO. 6771), 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 I OF BROKEN ARROW" ADOPTS STONE HORSE OF BROKEN ARROW AND HORSE IV OF BROKEN ARROW AS A SUBDIVISION WHICH SHALL BE SUBJECT TO THE JURISDICTION OF THE ASSOCIATION FORMED OR TO BE FORMED PURSUANT TO THE PLAN 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 IV OF BROKEN ARROW" SHALL BE A MEMBER OF THE ASSOCIATION. THE FEE SHALL BE APPLICANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ASSOCIATION SHALL BE 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 THEREO, 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 INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT, 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 DERIVING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON A COMMON AREA OR ENTIRETY, INCLUDING THE NEEDED FENCES AND PERSONAL PROPERTY RELATED TO THE COMMON AREAS FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS. SUBJECT TO THE TERMS OF AND AS MOKE PARTICIPANT/UTANT 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 BENEFICIAIRY AS TO THE COMMON AREAS AND THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

**SECTION IV. 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, SECTION II, AND SECTION III, THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, SHALL NOT WAIVE, OR IN ANY MANNER DIMINUTE, OR TERMINATE, OR SEVERABLY REPEAL OR ALTER, OR MODIFY, OR VARY, OR MODIFY, OR CHANGE, OR AMEND, OR ENFORCEMENT RIGHTS PERTAINING THEREOF, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND IV, 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 PROVIDED FOR IN SECTION III. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNER OF ANY LOT WITHIN "STONE HORSE IV 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 IV OF BROKEN ARROW", THE HOMEOWNERS ASSOCIATION, OR ANY OTHER BENEFICIAIRY AS SPECIFIED WITHIN THE CONCERNED SECTION HEREIN TO BRING AN ACTION AT LAW TO ENFORCE THE COVENANTS AND RESTRICTIONS CONTAINED HEREIN 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 IV 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 IN SECTION III, HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, 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. ALL OTHER SECTIONS OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID DURATION PROVISIONS.

**C. AMENDMENT OR TERMINATION:**

THE COVENANTS CONTAINED WITHIN SECTIONS I, II, AND IV, 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 VOTERS WITHIN SECTION IV, AND WITHIN ANY OTHER PART HEREOF, WHICH DID NOT ORIGINALLY REVOKE THEIR VOTES, SHALL BE DEEMED TO HAVE VOTED IN FAVOR OF ANY AMENDMENT OR TERMINATION AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN "STONE HORSE IV 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 14<sup>th</sup> DAY OF Dec, 2019.

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 14<sup>th</sup> DAY OF Dec, 2019, 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.

02082019  
MY COMMISSION EXPIRES

Dan E. Tanner  
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 4 DAY OF Dec, 2019

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 14<sup>th</sup> DAY OF Dec, 2019, 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.

03-08-2020  
MY COMMISSION EXPIRES

Travis M. Miller  
NOTARY PUBLIC