

27

28

N 88'41'07" E

110.18

135.00'

N 8816'55" E

.135.00'-

-2x5'U/E

135.00'

5

135.00

135.00

8

135.00'

135.00'

2x5'U/E 135.00' —

13

110.00'

N8876'55"E

5 75.14

119.85

120.56 120.00 N88'40'37"E

11'U/E \\ -120.04'-

N88'40'37"E

WEST

4 135.00° ¹2

26

ITB=N1'43'05"W

∠N 89°05'19" E′

R 14 E WEST TUCSON STREET SPRING CREEK RIVERSTONE ESTATES જ SPRING CREEK II STONE HORSE II BROKEN ARROW -17 STONE HORSE BROKEN ARROW OF BROKEN ARROW IRON HORSE

WEST JASPER STREET **Location Map** Scale: 1"= 2000'

SUBDIVISION CONTAINS: EIGHTY-TWO (82) LOTS IN SIX (6) BLOCKS

Unplatted

SW CORNER

"RIVERSTONE

Unplatted

1.43'05" |419.66

ESTATES"

WITH FOUR (4) RESERVE AREAS **GROSS SUBDIVISION AREA: 24.020 ACRES**

MIORSE 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:

11'U/E

15'U/E

107.44'

R=400.00'

Δ=15'23'22"

CB=S80'06'55"E

CD=107.12'

40.

.40'40" 95.00'

m

RESERVE A

U/E, ODE, &

CONSERVATION

AREA

11'U/E

S. INDIANWOOD AVE.

SOUTH LINE GOVERNMENT LOT 3

NORTH LINE SE/4 NW/4

Unplatted

272.30

R=843.25

Δ=18'30'06"

CB=S30°29'03"E

CD=271.12'

ITB=S39'44'06"E

-50.92'

S 22'49'38" E

·61.19'

S 610'36" W

(c)

N1°43'05"W

RESERVE C, U/E, ODE, CONSERVATION AREA

99.62'

RESERVE A,

ODE & U/E

98.20 119'23"

(SEE DETAIL A)

ITB=N58'06'25"W

110.92'

S 57'43'49" W

POINT OF BEGINNING

SOUTH LINE E/2 NW/4

S 88'40'37" W

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

15'U/E

RESERVE L

-2x5'U/E&ODE/

13.69. N8876'55"E 82.06"

15'U/E (SEE NOTE 8)

-20.00' RESERVE D & U/E

PLACE

_5<u>2.89</u>′

68<u>.50</u>′

25'B/L

11 17.77 11 17.77 11 47 W

115.42'

R=350.00'

N 88'41'07" E CD=114.90'

WEST WINSTON 234.42' STREET

& ODE

ିନ୍ତ W. YUMA CT. ନି

25'B/L

ALBUQUERQUE

-60.00**'**-

11'U/E &

W. S BATON R N88'40'37"E

<u>65.00'</u>

N8816'55"E

65.00

-65.00**'**-

65.00

N8816'55"

(16)

ROUGE

| / 60.00'-

ිසු WEST ALBUQUERQUE STREET සි

∠65.00'—

_65.00°

<u>65.00'</u>

Δ=18'53'39"=25'8/L

CB=S81'52'03"E 20'11

RESERVE A

& U/E

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

SECTION 4, T-17-N, R-14-E

NW CORNER E/2 NW/4

FOUND MAGNETIC NAIL

BASIS OF BEARINGS

N 88'41'07" E

NORTH LINE SECTION 4

19

15'U/E~

20

1.40'40" 2634.48'

Unplatte

15

WEST WINSTON STREET

NE CORNER

LOT 11 BLK 6

90.86' \$ 1470'49"E

N_{8,5} 17

SOUTH HEMLOCK AVENUE

Z

N 50'40'10"E

98.25'-W N 1410'49"W

Z

15.<u>0</u>′

119'23" 286.49'

Z

SE CORNER

LOT 5 BLK 3

S 88'40'37"

Detail A

SCALE 1" = 100'

5

77.74' N 8'32'47" W

Scale: 1"= 100" **Tanner Consulting**

NORTH

100

POINT OF COMMENCEMENT NORTHEAST CORNER E/2 NW/4 SECTION 4, T-17-N, R-14-É 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

B/U

CB

CD

CL

Δ

DOC

ESMT

F/E

ODE

R.A.

RES.

R/W

U/E

1234

BK PG

BUILDING LINE & UTILITY EASEMENT BOOK & PAGE CHORD BEARING CHORD DISTANCE CENTERLINE **DELTA ANGLE** DOCUMENT **EASEMENT FENCE EASEMENT** LIMITS OF NO ACCESS

BUILDING LINE

OVERLAND DRAINAGE EASEMENT RESTRICTED ACCESS (SEE NOTE 6) RESERVE **RIGHT-OF-WAY UTILITY EASEMENT**

ADDRESS ASSIGNED FOUND MONUMENT (SEE NOTE # 2) SET MONUMENT (SEE NOTE # 2)

Lot Information Table

-SOUTHEAST CORNER GOVERNMENT LOT 3

SECTION 4

AREA LABEL MIN. PAD **AREA ADDRESS ELEVATION** ⁴ (ACRES) BLOCK 1 LOT 1 659.75 BLOCK 1 LOT 2 0.188 658.75 BLOCK 1 LOT 3 0.186 6808 657.85 BLOCK 1 LOT 4 0.186 6812 656.95 BLOCK 1 LOT 5 6900 656.35 BLOCK 1 LOT 6 655.75 BLOCK 1 LOT 7 0.186 6908 655.15 BLOCK 1 LOT 8 0.186 6912 654.55 BLOCK 1 LOT 9 0.186 654.45 6916 BLOCK 1 LOT 10 7000 653.85 BLOCK 1 LOT 11 654.10 BLOCK 1 LOT 12 7008 654.65 BLOCK 1 LOT 13 0.186 7012 655.75 BLOCK 1 LOT 14 656.55 BLOCK 2 LOT 1 BLOCK 2 LOT 2 0.239 3211 661.20 0.195 3207 660.20 BLOCK 2 LOT 3 0.195 3203 657.95 BLOCK 2 LOT 4 0.196 3139 654.65 BLOCK 2 LOT 5 0.223 3135 652.25 BLOCK 2 LOT 6 0.253 3134 653.05 BLOCK 2 LOT 7 655.85 3200 BLOCK 2 LOT 8 657.40 BLOCK 2 LOT 9 3206 658.95 BLOCK 2 LOT 10 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 3126 0.228 651.40 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 3121 650.45 3125 BLOCK 3 LOT 6 651.10 BLOCK 3 LOT 7 0.192 3129 652.10 BLOCK 3 LOT 8 3131 652.75 BLOCK 3 LOT 9 0.193 3135 654.35 BLOCK 3 LOT 10 3139 658.05 BLOCK 4 LOT 1 0.215 3103 646.95 BLOCK 4 LOT 2 0.197 3107 647.55 3111 BLOCK 4 LOT 3 648.15 BLOCK 4 LOT 4 0.221 3115 648.75 BLOCK 4 LOT 5 3119 649.40 BLOCK 4 LOT 6 0.212 3123 649.95 BLOCK 4 LOT 7 3127 649.75 BLOCK 5 LOT 1 0.215 3138 655.05 BLOCK 5 LOT 2 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 3122 649.90 BLOCK 5 LOT 6 3116 649.10 BLOCK 5 LOT 7 3112 648.30 BLOCK 5 LOT 8 647.50 BLOCK 5 LOT 9 3104 646.75 BLOCK 5 LOT 10 0.202 3105 652.40 BLOCK 5 LOT 11 3109 651.80 BLOCK 5 LOT 12 3115 651.25 BLOCK 5 LOT 13 3119 650.65 BLOCK 5 LOT 14 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

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

NE/CORNER "STONE HORSE III OF BROKEN ARROW"

E/2 NW/4 SECTION 4, T-17-N, R-14-E

AREA

ADDRESS

MIN. PAD

17.5'U/E Iron Horse Ranch

(CONTINUED BELOW)

SOUTHEAST CORNER

AREA LABEL

Notes:

19

SW CORNER E/2 NW/4

SECTION 4

- 1. 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.
- 2. ALL PROPERTY CORNERS SET OR FOUND ARE 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- 3. 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:
- OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 4; FOUND 3/8" IRON PIN AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 4;

A. FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE EAST HALF

- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°41'07" EAST. 4. 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.
- 5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST WINSTON STREET AND SOUTH KALANCHOE AVENUE, BOTH BEING PUBLIC STREETS.
- 6. 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.
- 7. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-70215-17.
- 8. 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

23

128.72'

820.00'

••••	1 4 5 1 5				
CURVE	LENGTH	RADIUS	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
Α	39.09'	25.00'	89°35'48"	\$46°30'59"E	35.23'
В	39.45'	25.00'	90°24'12"	N43°29'01"E	35.48'
С	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'
i					

8°59'39"

N13°24'48"W

128.59

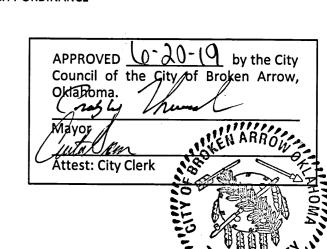
CERTIFICATE

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 in full but is given in order that this plat may have the record. 2020 taxes may exceed the amount security deposit. Dated: 07/09/2

Dennis Sem

1				1
	(ACRES)		ELEVATION *	
BLOCK 6 LOT 1	0.243	3108	652.10	
BLOCK 6 LOT 2	0.253	3114	651.10	
BLOCK 6 LOT 3	0.206	3124	650.75	
BLOCK 6 LOT 4	0.187	3128	651.45	ı
BLOCK 6 LOT 5	0.187	3132	652.05	
BLOCK 6 LOT 6	0.212	3136	653.70	ĺ
BLOCK 6 LOT 7	0.229	3131	657.20	ı
BLOCK 6 LOT 8	0.201	3127	657.25	
BLOCK 6 LOT 9	0.193	3123	657.25	
BLOCK 6 LOT 10	0.244	3119	656.15	l
BLOCK 6 LOT 11	0.311	3113	655.90	
BLOCK 6 LOT 12	0.388	3112	655.90	
BLOCK 6 LOT 13	0.262	3118	656.60	
BLOCK 6 LOT 14	0.201	3122	657.25	
BLOCK 6 LOT 15	0.208	3126	657.25	
BLOCK 6 LOT 16	0.235	3130	657.10	
BLOCK 6 LOT 17	0.211	3121	658.50	
BLOCK 6 LOT 18	0.187	3117	657.05	
BLOCK 6 LOT 19	0.187	3113	657.10	
BLOCK 6 LOT 20	0.195	3109	657.75	
BLOCK 6 LOT 21	0.205	3105	658.65	
BLOCK 6 LOT 22	0.230	3101	659.20	
- · ·			İ	

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



Stone Horse IV of Broken Arrow CASE NO. PT15-103B

SHEET 1 OF 3

CF BR KII. dental policiental de Militario de Casa de Perendia Radio RROW

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 SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

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 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, CITY OF BROKEN ARROW, 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, FOR A DISTANCE OF 2634.48 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°40'37" WEST FOR A DISTANCE OF 605.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°40'37" WEST ALONG THE SOUTH LINE OF THE E/2 NW/4 FOR A DISTANCE OF 716.44 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE E/2 NW/4; THENCE NORTH 1°43'05" WEST AND ALONG THE WEST LINE OF THE E/2 NW/4 FOR A DISTANCE OF 1419.66 FEET TO A POINT AT THE SOUTHWEST CORNER OF "RIVERSTONE ESTATES", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6726); THENCE ALONG THE SOUTHERLY LINE OF "RIVERSTONE ESTATES" FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 88°41'07" EAST FOR A DISTANCE OF 110.18 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'48", A CHORD BEARING AND DISTANCE OF SOUTH 46°30'59" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 89°05'19" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 89°05'19" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°43'05" WEST, A CENTRAL ANGLE OF 90°24'12", A CHORD BEARING AND DISTANCE OF NORTH 43°29'01" EAST FOR 35.48 FEET, FOR AN ARC DISTANCE OF 39.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'07" EAST FOR AD DISTANCE OF 114.90 FEET, FOR AN ARC DISTANCE OF 15°23'22", A CHORD BEARING AND DISTANCE OF 18°53'39", A CHORD BEARING AND DISTANCE OF 115.42 FEET TO A POINT OF TRANGENCY; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°23'22", A CHORD BEARING AND DISTANCE OF 115.42 FEET TO A POINT OF TRANGENCY; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°23'22", A CHORD BEARING AND DISTANCE OF SOUTH 80°6'55" EAST FOR 107.12 FEET, FOR AN ARC DISTANCE OF 107.44 FEET TO A POINT;

THENCE SOUTH 7°14'16" EAST FOR A DISTANCE OF 140.46 FEET TO A POINT; THENCE SOUTH 1°40'40" EAST FOR A DISTANCE OF 195.00 FEET TO A POINT; THENCE SOUTH 25°44'03" EAST FOR A DISTANCE OF 101.32 FEET TO A POINT; THENCE SOUTH 6°10'36" WEST FOR A DISTANCE OF 61.19 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A 843.25 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 30°29'03" EAST FOR 271.12 FEET, FOR AN ARC DISTANCE OF 272.30 FEET TO A POINT; THENCE SOUTH 30°29'03" EAST FOR 271.12 FEET, FOR AN ARC DISTANCE OF 272.30 FEET TO A POINT; THENCE SOUTH 22°49'38" EAST FOR A DISTANCE OF 50.92 FEET TO A POINT; THENCE SOUTH 31°53'35" WEST FOR A DISTANCE OF 44.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 58°06'25" WEST, A CENTRAL ANGLE OF 154°09'46", A CHORD BEARING AND DISTANCE OF SOUTH 44°48'42" WEST FOR 97.47 FEET, FOR AN ARC DISTANCE OF 134.53 FEET TO A POINT; THENCE SOUTH 57°43'49" WEST FOR A DISTANCE OF 110.92 FEET TO A POINT; THENCE SOUTH 16°40'40" EAST FOR A DISTANCE OF 110.92 FEET TO A POINT; THENCE SOUTH 16°40'40" EAST FOR A DISTANCE OF 198.20 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,046,329 SQUARE FEET, OR 24.020 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 THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION 4;
 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.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO EIGHTY-TWO (82) LOTS, SIX (6) BLOCKS, FOUR (4) RESERVE AREAS, 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 IV 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 IV 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 INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUINNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, ALL LOT OWNERS WITHIN THE SUBDIVISION, AND BY THE OTHER BENEFICIARIES OF THE COVENANTS AS SET FORTH BELOW.

AND UTILITIES

PUBLIC STREETS AND UTILITY EASEMENTS:

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

UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN WEST 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 COMMUNICATION, AND GAS SERVICES COMMUNICATION, AND GAS SERVICE AN HEREBY. FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, VID EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND

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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 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 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 SUCH OWNER'S AGENTS OR CONTRACTORS.

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1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE.

2. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY AND OTHER SERVICE FACILITIES BUT THE LOT OR RESERVE AREA OWNER RELOCATION OF SUCH MAINS OR FACILITIES CAUSED OR NECESSITATED BY AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS. Y MAINTENANCE OF GAS MAINS SHALL PAY FOR DAMAGE OR ACTS OF THE LOT OR RESERVE

3. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

4. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

SURFACE DRAINAGE:

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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 AND FROM PUBLIC STREETS AND EASEMENTS. 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 OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW.

PAVING AND LANDSCAPING WITHIN EASEMENTS:

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THE OWNER OF THE LOT OR RESERVE AREA 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.

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 AND RESERVE AREA AGREE TO BE BOUND HEREBY.

ALL LOT AND RESERVE AREA OWNERS HAVE THE RIGHT TO USE THE EASEMENT AREAS SITUATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA 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. **OTHER USES:**

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."

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.

OVERLAND DRAINAGE EASEMENTS:

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL OVERLAND DRAINAGE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

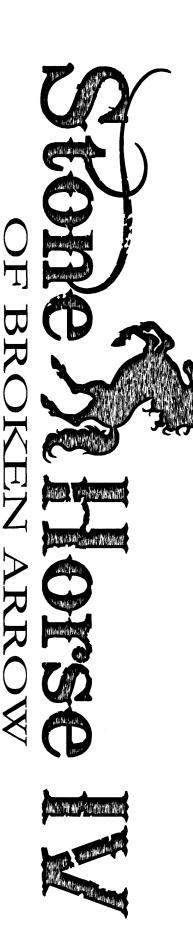
2. DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS A SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT. PROVIDED, HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES THEREIN LOCATED SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE EASEMENT, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE OWNER OF ANY LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH 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 THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

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 RETAINING WALLS, 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. ANY SCREENING FENCES OR WALLS WITHIN THE FENCE EASEMENTS, ADJACENT TO OR INTEGRATED WITH A RETAINING WALL, SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED HEREIN.



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**

ALL RESERVE AREAS:

1. 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 HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SAME BY OWNER/DEVELOPER TO THE ASSOCIATION. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

2. 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.

3. IN THE EVENT THE RESERVE AREA OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION 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.

4. 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.

RESERVE AREAS A, B, AND C:

1. 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 UNINHIBITED ACCESS FOR ROUTINE INSPECTION BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND AS A MEANS OF UNINHIBITED ACCESS FOR MAINTENANCE BY THE RESERVE AREA OWNER.

2. 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, SWT-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 RECORDED PURSUANT TO THE PERMIT ISSUED BY THE USACE FOR CASE NUMBER SWT-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.

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.

III. HOMEOWNERS

FORMATION OF HOMEOWNERS' ASS

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 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 RESERVE AREAS AND OTHER COMMON AREAS WITHIN STONE HORSE IV OF BROKEN ARROW, STONE HORSE OF BROKEN ARROW (PLAT NO. 6636), STONE HORSE II 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 V OF BROKEN ARROW AND HORSE IV OF BROKEN ARROW, PLAT NO. 6636.

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 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.

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 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.

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.

ENFORCEMENT RIGHTS OF THE ASSOCIATION:

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

ENFORCEMENT, DURATION, AMEI TERMINATION, AND SEVERABILITY **AMENDMENT**

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, SECTION II. RESERVE AREAS, AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND SEVERABILITY ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND IV., WHETHER OR NOT SPECIFICALLY THEREN SO STATED, SHALL HICKOPY OF HE 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 LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION, ANY OWNER OF ALCOVENANTS 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 BENEFICIARY AS SPECIFIED WITHIN THE CONCERNED SECTION HEREOF TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS FORM 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 IV OF BROKEN ARROW", WHICH ACTION SEEKS TO ENFORCE 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 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 COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS'S FOR THE BREACH THEREOF, THE PERSON OR PERSONS FROM SO DOING, OR DESCRIPTION OR TO RECOVER ARROW", THE HOMEOWNERS OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER A

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.

AMENDMENT OR TERMINATION:

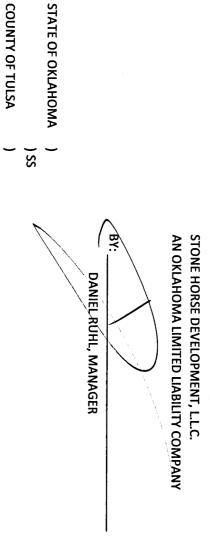
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THE COVENANTS CONTAINED WITHIN SECTIONS I., II., AND IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW, PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS WITHIN SECTION III. 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 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.

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INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF RESTRICTIONS OR ANY PART THEREOF SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE A

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \(\int \) 2019. 둦 DAY OF

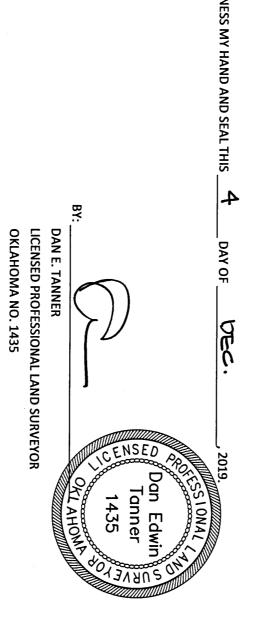


BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS LIPED DAY OF Development, LLC. TO THE FOREGOING BETHE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, LLC. TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF STONE HORSE DEVELOPMENT, LLC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES

CERTIFICATE OF SURVEY

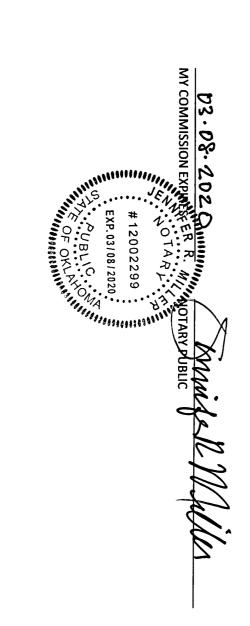
I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR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



COUNTY OF TULSA STATE OF OKLAHOMA)) SS (

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF 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.



DATE OF PREPARATION: December 4,