

The Village At Southern Trails II

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN

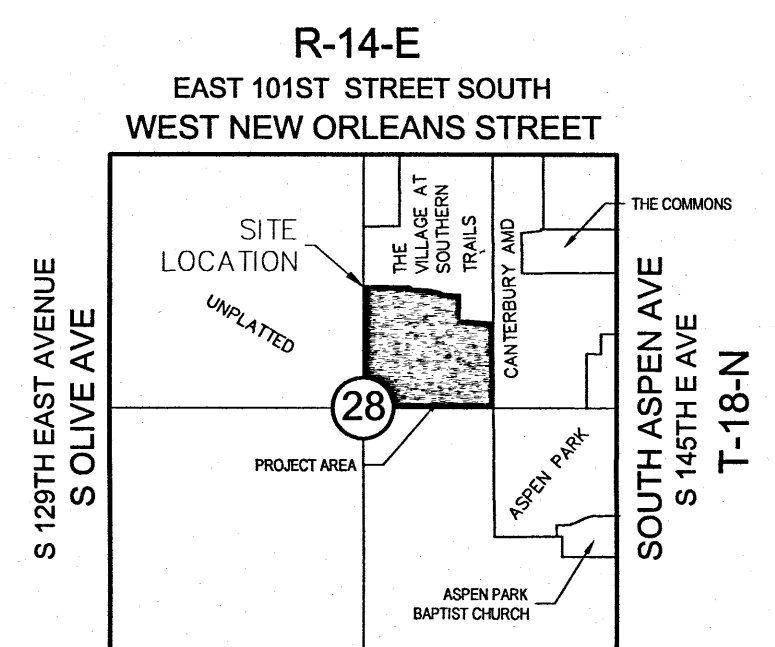
OWNER/DEVELOPER

VASTLY, L.P.
1420 S HARVARD AVENUE
TULSA OK 74112
ATTN: R. BRANDON PERKINS

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2024
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM

I hereby certify that all real estate taxes assessed on this plat have been paid as reflected by the current tax rolls. Should an unpaid tax have been assessed on the amount of \$22,282.00 per acre receipt no. 17482 to be applied to 2023 taxes. This certificate is void if not so accompanied as payment of \$22,282.00 per acre receipt no. 17482 to be applied to 2023 taxes. This plat is given in order that this plat may be filed on record. 2023 taxes may be assessed on the amount of the security deposit. Dated 08/18/2023 at Tulsa, Oklahoma County Treasurer



WEST FLORENCE STREET
EAST 111ST STREET SOUTH
LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE HUNDRED AND TWENTY (120) LOTS IN NINE (9) BLOCKS AND THREE (3) RESERVES - 34.48 ACRES

BLOCK	ACRES	LOTS
BLOCK 1	2.81	13
BLOCK 2	2.70	13
BLOCK 3	3.44	16
BLOCK 4	0.40	2
BLOCK 5	1.72	8
BLOCK 6	3.08	16
BLOCK 7	1.11	6
BLOCK 8	3.75	19
BLOCK 9	5.50	27
RESERVE A	3.52	
RESERVE B	0.01	
RESERVE C	0.01	

SUBDIVISION DATA

BENCHMARK
CHISELED "X" ON CURB, EAST SIDE OF SOUTH END, SOUTH DOGWOOD BLVD.
ELEV=702.31' (NAVD 88)

BASIS OF BEARINGS
GRID BEARINGS OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6038" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

ADDRESSES
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER DD #031722-16

FFFE TABLE					
BLOCK 1		BLOCK 5		BLOCK 8	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	710.75	1	716.25	15	707.00
2	711.25	2	716.25	16	707.75
3	712.25	3	716.00	17	709.75
4	712.75	4	716.50	18	708.50
5	713.50	5	716.50	19	708.50
6	713.50	6	716.50	BLOCK 9	
7	713.25	7	717.25	LOT	MIN. FFE
8	712.25	8	717.25	1	712.00
9	711.50	BLOCK 6		2	712.00
10	711.25	LOT	MIN. FFE	3	711.50
11	710.75	1	708.00	4	711.25
12	710.25	2	708.50	5	710.50
13	709.75	3	709.25	6	710.25
BLOCK 2		4	709.75	7	709.50
LOT	MIN. FFE	5	710.75	8	708.25
1	711.00	6	712.25	9	708.25
2	710.50	7	713.50	10	705.25
3	709.25	8	713.25	11	705.25
4	708.75	9	712.50	12	708.50
5	707.75	10	712.50	13	707.00
6	707.50	11	711.75	14	707.75
7	707.25	12	711.25	15	708.00
8	710.75	13	710.75	16	708.00
9	711.25	14	710.25	17	709.75
10	711.50	15	709.75	18	709.75
11	712.50	16	709.25	19	708.75
12	713.75	BLOCK 7		20	707.75
13	713.75	LOT	MIN. FFE	21	707.75
BLOCK 3		1	711.75	22	707.00
LOT	MIN. FFE	2	712.75	23	706.50
1	713.50	3	714.00	24	706.75
2	713.50	4	715.75	25	706.75
3	712.50	5	717.25	26	707.75
4	711.75	6	717.25	27	707.75
BLOCK 8		LOT	MIN. FFE		
6	712.50	1	710.25		
7	712.25	2	710.25		
8	710.75	3	710.25		
9	710.75	4	709.75		
10	710.75	5	709.75		
11	715.25	6	708.75		
12	715.25	7	708.50		
13	715.25	8	708.25		
14	716.50	9	707.75		
15	717.75	10	706.50		
16	718.00	11	706.50		
BLOCK 4		LOT	MIN. FFE		
1	720.00	12	706.00		
2	720.00	13	706.00		
		14	706.50		

CURVE TABLE									
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	35.36'	N43°33'34"E	C20	39.27'	25.00'	35.36'	S46°26'26"E
C2	13.29'	25.00'	13.14'	S76°12'27"E	C21	39.27'	25.00'	35.36'	S43°33'34"W
C3	131.71'	50.00'	96.80'	N43°33'34"E	C22	39.27'	25.00'	35.36'	S46°26'26"E
C4	13.28'	25.00'	13.14'	N16°40'25"W	C23	39.27'	25.00'	35.36'	S46°26'26"E
C5	39.30'	25.00'	35.38'	N43°35'36"E	C24	39.27'	25.00'	35.36'	N43°33'34"E
C6	39.24'	25.00'	35.33'	S46°24'24"E	C25	39.27'	25.00'	35.36'	N46°26'26"W
C7	13.23'	25.00'	13.08'	S13°43'27"W	C26	39.27'	25.00'	35.36'	S43°33'34"W
C8	131.58'	50.00'	96.77'	S46°30'03"E	C27	39.27'	25.00'	35.36'	S46°26'26"E
C9	13.29'	25.00'	13.13'	N73°20'04"E	C28	13.29'	25.00'	13.14'	N73°19'35"E
C10	39.27'	25.00'	35.36'	S46°26'26"E	C29	131.71'	50.00'	96.80'	S46°26'26"E
C11	13.29'	25.00'	13.14'	S13°47'33"W	C30	13.29'	25.00'	13.14'	S13°47'33"W
C12	131.73'	50.00'	96.81'	S46°27'11"E	C31	39.27'	25.00'	35.36'	S43°33'34"W
C13	13.27'	25.00'	13.12'	N73°21'04"E	C32	39.27'	25.00'	35.36'	S46°26'26"E
C14	39.27'	25.00'	35.36'	S46°26'26"E	C33	39.27'	25.00'	35.36'	N43°33'34"E
C15	39.27'	25.00'	35.36'	N43°33'34"E	C34	39.27'	25.00'	35.36'	N46°26'26"W
C16	39.27'	25.00'	35.36'	S46°26'26"E	C35	30.06'	375.00'	30.05'	N3°44'13"W
C17	39.27'	25.00'	35.36'	S43°33'34"E	C36	26.05'	305.82'	26.05'	S2°44'13"W
C18	39.27'	25.00'	35.36'	S46°26'26"E	C37	46.42'	315.00'	46.38'	S2°46'54"W
C19	39.27'	25.00'	35.36'	N43°33'34"E	C38	25.22'	265.00'	25.21'	S1°17'07"W

FLOODPLAIN

THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED) (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FIRM PANEL "40143C0389L" DATED OCTOBER 16, 2012.

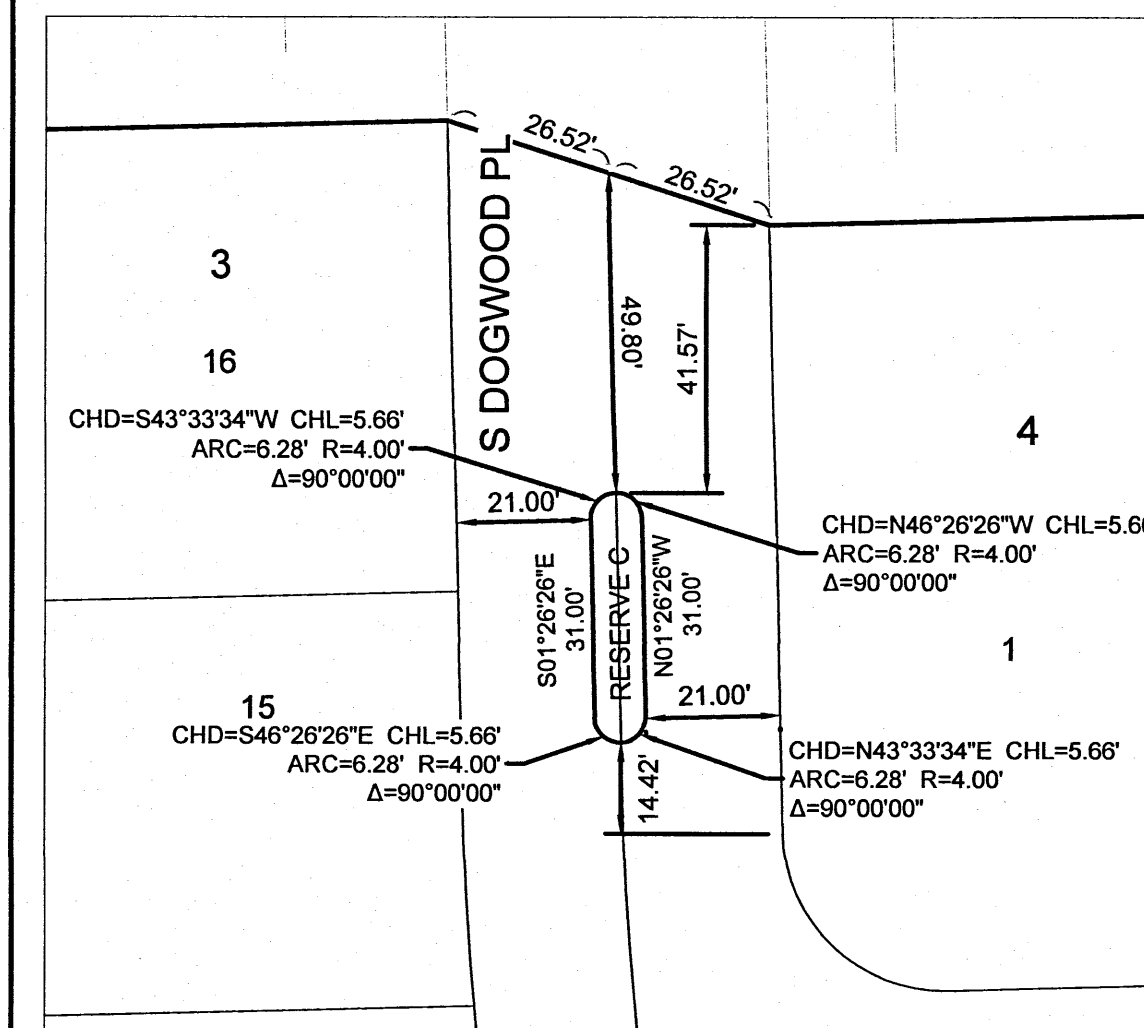
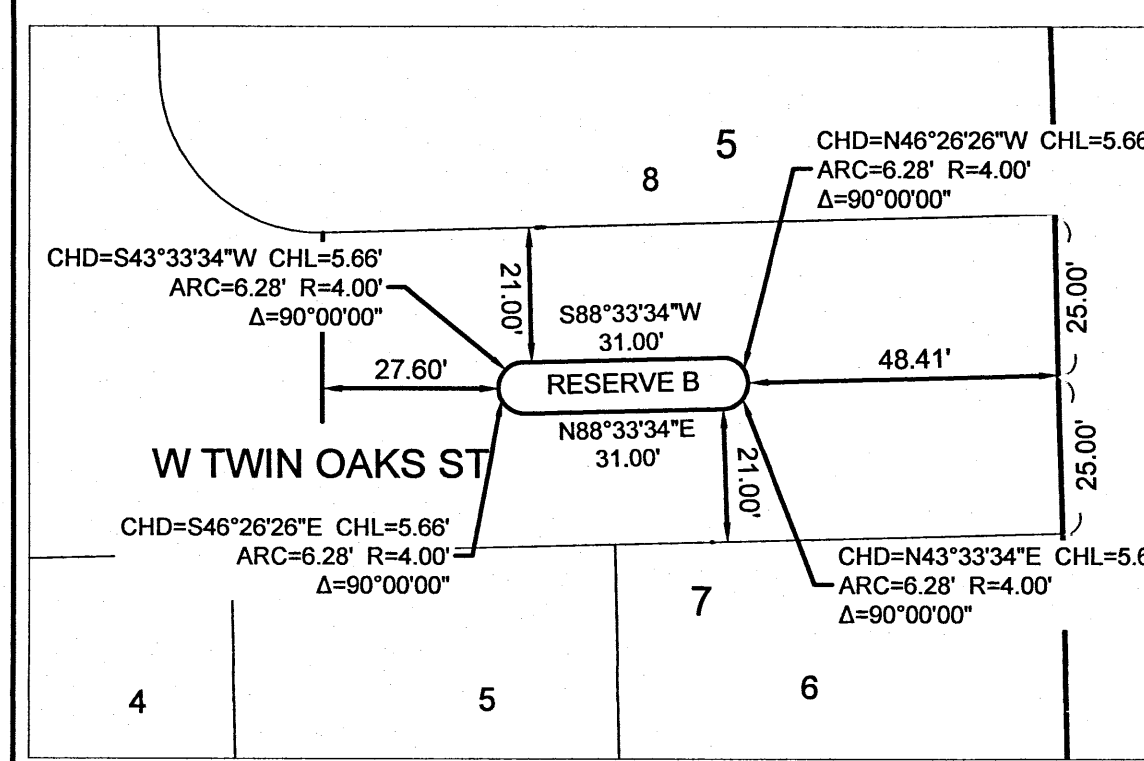
NOTE

- ALL PIE SHAPED LOTS HAVE AT LEAST THIRTY(30) FEET OF STREET RIGHT-OF-WAY FRONTAGE, AND MEET THE LOT WIDTH AS MEASURED ALONG THE BUILDING LINE.

APPROVED ON 4-4-23 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.
MAYOR
ATTEST: CITY CLERK

THE VILLAGE AT SOUTHERN TRAILS II
SHEET 1 OF 2
Date Prepared: August 11, 2023

DRAWING SCALE: 1"= 80'



CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
TULSA, OK 74112
PHONE: 918.831.8293

WINDSTREAM TELECOM COMPANY
2300 EAST 1ST PLACE
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

AEP / PSO
212 EAST 6TH STREET
TULSA, OK 74119
PHONE: 918.599.2351

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
PHONE: 918.286.4658

LEGEND

- BL.....BUILDING LINE
- LNA.....LIMITS OF NO ACCESS
- POB.....POINT OF BEGINNING
- POC.....POINT OF COMMENCEMENT
- ROW.....RIGHT OF WAY
- UE.....UTILITY EASEMENT
- BOOK.....PAGE
- PO.....RESTRICTED ACCESS
- BM.....BENCHMARK

The Village At Southern Trails II

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

NOW ALL MEN BY THESE PRESENTS:
VASTLY, L.P., AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, BROKEN ARROW COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 28; THENCE SOUTH 89°49'50" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 360.00 FEET TO THE NORTHWEST CORNER OF "THE VILLAGE AT SOUTHERN TRAILS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (PLAT NUMBER 8177); THENCE CONTINUING SOUTH 89°49'50" EAST, ALONG SAID NORTH LINE A DISTANCE OF 957.45 FEET TO THE NORTHWEST CORNER OF "CANTERBURY AMENDED", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (PLAT NUMBER 4088) AND THE NORTHEAST CORNER OF SAID "THE VILLAGE AT SOUTHERN TRAILS"; THENCE SOUTH 00°02'06" WEST, ALONG THE WEST LINE OF SAID "CANTERBURY AMENDED"; AND THE EAST LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 1754.00 FEET, TO THE SOUTHEAST CORNER OF SAID "THE VILLAGE AT SOUTHERN TRAILS", AND THE POINT OF BEGINNING; THENCE SOUTH 88°33'34" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 144.82 FEET; THENCE NORTH 71°57'21" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 53.04 FEET; THENCE SOUTH 88°33'34" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 138.33 FEET; THENCE NORTH 01°26'26" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 253.67 FEET; THENCE NORTH 85°59'52" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 137.78 FEET; THENCE NORTH 87°38'03" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 52.22 FEET; THENCE NORTH 82°59'46" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 143.30 FEET; THENCE NORTH 01°26'26" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 6.79 FEET; THENCE SOUTH 88°33'34" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 138.34 FEET; THENCE NORTH 57°05'19" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTH TRAILS", A DISTANCE OF 60.35 FEET; THENCE SOUTH 88°33'34" WEST, ALONG THE SOUTHERN LINE OF SAID "THE VILLAGE AT SOUTHERN TRAILS", A DISTANCE OF 470.06 FEET, TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) AND THE SOUTHWEST CORNER OF SAID "THE VILLAGE AT SOUTHERN TRAILS"; THENCE SOUTH 01°22'17" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1250.23 FEET, TO THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE NORTH 88°39'17" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1319.02 FEET, TO THE SOUTHEAST CORNER OF THE WEST HALF (W/2) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-EIGHT (28); THENCE NORTH 01°24'20" WEST, ALONG THE EAST LINE OF SAID WEST HALF (W/2) A DISTANCE OF 885.03 FEET TO THE SOUTHEAST CORNER OF SAID "THE VILLAGE AT SOUTHERN TRAILS", AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,501,929 SQUARE FEET OR 34.48 ACRES

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 120 LOTS IN 9 BLOCKS AND 3 RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE VILLAGE AT SOUTHERN TRAILS II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE VILLAGE AT SOUTHERN TRAILS II" OR THE "SUBDIVISION").

SECTION I. RIGHT OF WAYS, EASEMENTS AND UTILITIES

A. RIGHT OF WAYS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS 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 OWNER/DEVELOPER AND ASSIGNS, AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES AND OTHER SERVICES EXCLUDING NATURAL GAS LINES AND NATURAL GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS FOR THE USES AND PURPOSES OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY OWNER/DEVELOPER AND ASSIGNS, 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, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN

OWNER/DEVELOPER

VASTLY, L.P.
1420 S HARVARD AVENUE
TULSA OK 74112
ATTN: R. BRANDON PERKINS

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND PRIVATE STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR PRIVATE STORM SEWER.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR PRIVATE STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND PRIVATE STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW MAY SPECIFICALLY ENFORCE THIS PROVISION.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE 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.

E. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DESCRIBED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT AREAS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS 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 AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

G. RESERVE AREA A

- THE USE OF RESERVE AREA A SHALL BE LIMITED TO USE AS OPEN SPACE, LANDSCAPING, OVERLAND DRAINAGE, DETENTION AND UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.
- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE A /STORMWATER DETENTION EASEMENT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE RESERVE PROVIDED FOR IN THIS DEED OF DEDICATION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CA NO. 6318, EXP. JUNE, 30, 2024
PO BOX 2138
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DETENTION EASEMENT.
- IN THE EVENT THE OWNER OF THE RESERVE SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A.

H. RESERVE B & RESERVE C

THE USE OF RESERVE B & RESERVE C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, UTILITIES AND COMMON SIGNAGES. RESERVE B & RESERVE C SHALL SUBSEQUENTLY BE CONVEYED TO THE PROPERTY OWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION II FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE.

I. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

J. MINIMUM BUILDING SETBACKS AND YARDS

- NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
- EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARD ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET. NO ACCESS SHALL BE ALLOWED TO STREETS WHERE ABUTTING BUILDING LINE IS LESS THAN 25 FEET.
- THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
- NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

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 THE LOTS WITHIN "THE VILLAGE AT SOUTHERN TRAILS II" (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING, BUT WITHOUT LIMITATION, THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE VILLAGE AT SOUTHERN TRAILS II".

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT 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, PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, 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 TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, 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 AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A VOTE OF AT LEAST 80% OF ALL MEMBERS OF THE HOMEOWNER ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH 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 AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

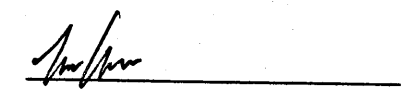
IN WITNESS WHEREOF: VASTLY, L.P., AN OKLAHOMA LIMITED PARTNERSHIP, HAS EXECUTED THIS INSTRUMENT THIS 16 DAY OF August, 2023.

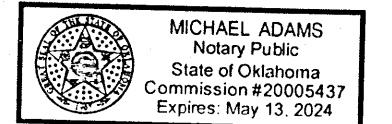
VASTLY, L.P.
GENERAL PARTNER

BY: 
RBP DEVELOPMENT, LLC
R. BRANDON PERKINS, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

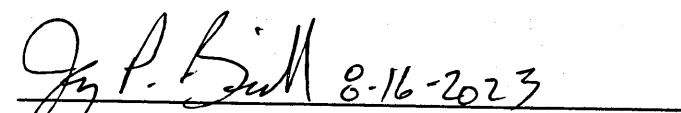
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 16 DAY OF August, 2023, BY R. BRANDON PERKINS, MANAGER OF VASTLY, LP.


NOTARY PUBLIC
MY COMMISSION EXPIRES: May-13-24
COMMISSION NUMBER: 200051157



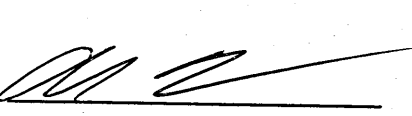
CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE VILLAS AT SEVEN OAKS SOUTH" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.


JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 11TH DAY OF AUGUST, 2023, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.


NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2023
COMMISSION NUMBER: 19011877

