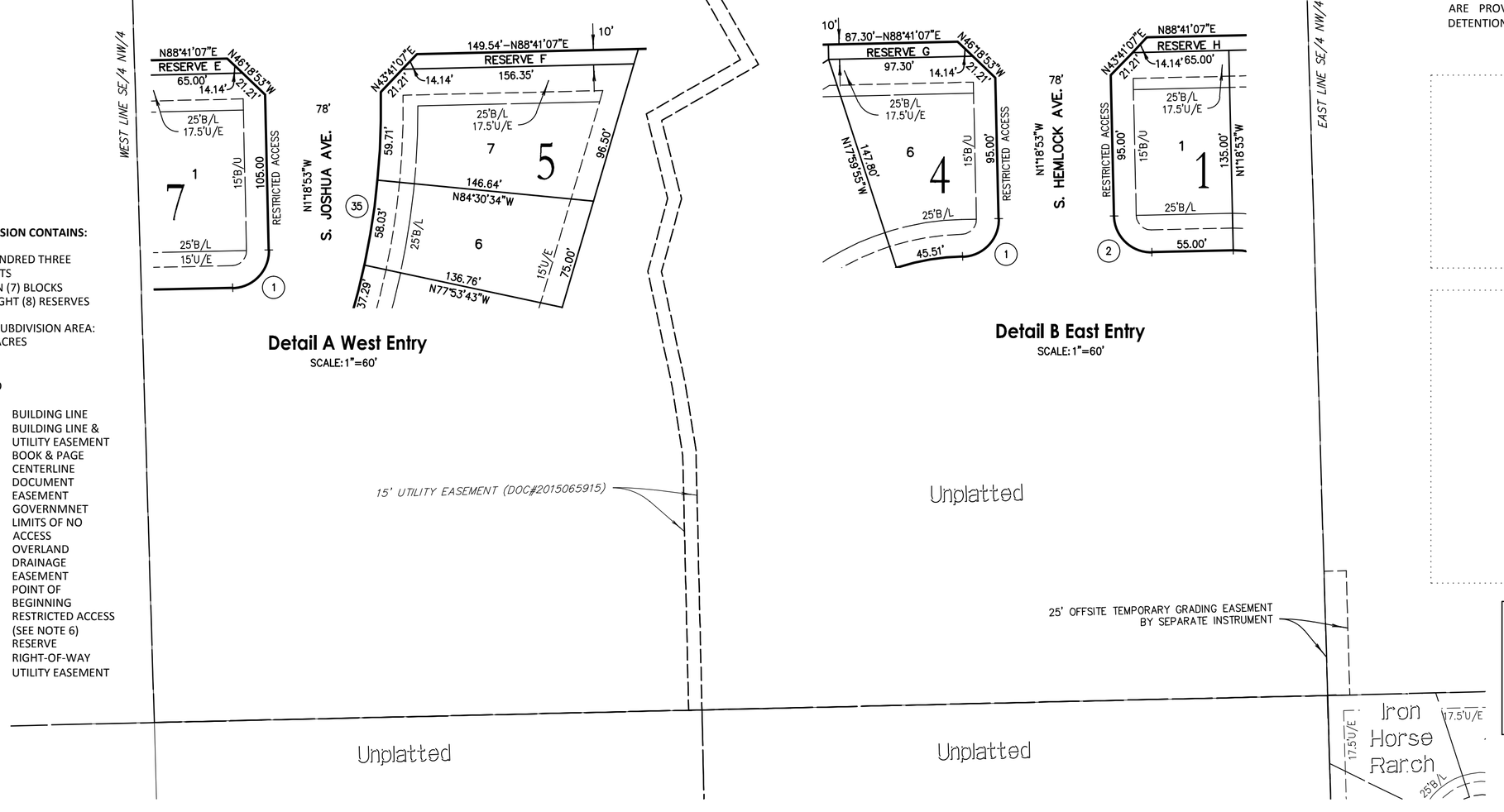
CONDITIONAL FINAL PLAT

Riverstone Estates

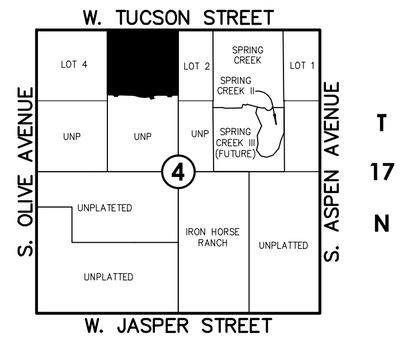
PART OF GOVERNMENT LOT 3 OF SECTION FOUR (4)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

NORTH

0 50 100 150
Scale: 1"= 100'
Tanner Consulting



R 14 E



T 17 N

Location Map
Scale: 1"= 2000'
NORTH

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

OWNER:
Double Eagle Estates, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: JULIUS PUMA
EMAIL: PUMA74011@YAHOO.COM
10618 South Winston Court
Tulsa, Oklahoma 74137
Phone: (918) 809-4372

Curve Table

CURVE	LEN(L)	RAD(R)	DELTA(Δ)	CHORDBRG	CHD DIS
A	39.27'	25.00'	90°00'00"	S43°19'20"W	35.36'
B	39.27'	25.00'	90°00'00"	N46°40'40"W	35.36'
C	27.70'	250.00'	6°20'54"	S85°08'53"W	27.69'
D	44.87'	25.00'	102°50'23"	S30°33'15"W	39.09'
E	36.32'	25.00'	83°14'37"	N62°29'15"W	33.21'
F	39.45'	25.00'	90°24'12"	S43°29'01"W	35.48'
G	39.09'	25.00'	89°35'48"	N46°30'59"W	35.23'

CURVE	LEN(L)	RAD(R)	DELTA(Δ)	CHORD BRG	CHD DIS
1	39.27'	25.00'	90°00'00"	N43°41'07"E	35.36'
2	39.27'	25.00'	90°00'00"	N46°18'53"W	35.36'
3	114.12'	50.00'	130°46'35"	N25°55'36"W	90.92'
4	17.95'	25.00'	41°08'22"	N18°53'31"E	17.57'
5	39.11'	25.00'	89°38'13"	N46°29'47"W	35.24'
6	220.08'	156.28'	80°41'07"	N48°20'34"E	202.34'
7	149.67'	106.28'	80°41'07"	N48°20'34"E	137.61'
8	21.03'	25.00'	48°11'23"	N32°05'41"E	20.41'
9	120.59'	50.00'	138°11'23"	N12°54'19"W	93.42'
10	69.05'	555.00'	7°07'42"	N85°33'51"W	69.01'
11	85.30'	505.00'	9°40'40"	N86°50'20"W	85.20'
12	38.16'	25.00'	87°27'02"	N45°24'11"W	34.56'
13	16.09'	25.00'	36°52'12"	N73°14'34"W	15.81'
14	142.89'	50.00'	163°44'23"	N43°19'20"E	98.99'
15	16.09'	25.00'	36°52'12"	N20°06'46"W	15.81'
16	100.47'	300.00'	19°11'16"	N78°43'42"E	100.00'
17	234.85'	350.00'	38°26'42"	N88°21'25"E	230.47'
18	221.23'	400.00'	31°41'20"	N88°15'54"W	218.42'
19	115.42'	350.00'	18°53'39"	N81°52'03"W	114.90'
20	131.91'	400.00'	18°53'39"	N81°52'03"W	131.31'
21	155.20'	500.00'	17°47'05"	N7°34'39"E	154.58'
22	146.36'	450.00'	18°38'07"	N8°00'10"E	145.72'
23	47.03'	25.00'	107°47'05"	N37°25'21"W	40.40'
24	21.03'	25.00'	48°11'23"	N64°34'56"E	20.41'
25	241.19'	50.00'	276°22'46"	-	-
26	21.03'	25.00'	48°11'23"	N67°13'41"W	20.41'
27	34.69'	25.00'	79°29'34"	N48°56'20"E	31.97'
28	193.81'	750.00'	14°48'22"	N9°55'03"E	193.27'
29	81.59'	700.00'	6°40'42"	N5°51'12"E	81.54'
30	40.94'	25.00'	93°49'45"	N44°24'01"W	36.52'
31	37.57'	25.00'	86°06'20"	N45°37'57"E	34.13'
32	192.33'	800.00'	13°46'29"	N9°28'02"E	191.87'
33	181.17'	750.00'	13°50'24"	N9°26'04"E	180.73'
34	46.98'	25.00'	107°40'09"	N37°28'49"W	40.37'
35	155.03'	502.73'	17°40'09"	N7°31'11"E	154.42'

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 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).
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 TUCSON STREET (EAST 121ST STREET SOUTH) BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
6. ACCESS IS RESTRICTED, AND GARAGES MUST BE SET BACK AT LEAST 25', EXCEPT AS PERMITTED BY THE CITY OF BROKEN ARROW. 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.

SUBDIVISION CONTAINS:

ONE-HUNDRED THREE (103) LOTS
IN SEVEN (7) BLOCKS
WITH EIGHT (8) RESERVES

GROSS SUBDIVISION AREA:
37.283 ACRES

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMNET
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
POB	POINT OF BEGINNING
R.A.	RESTRICTED ACCESS (SEE NOTE 6)
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

_____
Mayor

_____
Attest: City Clerk

DATE OF PREPARATION: FEBRUARY 15, 2016

Riverstone Estates
CASE NO. PT15-103
DEVELOPMENT NO. 00-000
SHEET 1 OF 3

CONDITIONAL FINAL PLAT

Riverstone Estates

PART OF GOVERNMENT LOT 3 OF SECTION FOUR (4)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT RIVERSTONE ESTATES, 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, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 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 1215.31 FEET TO A POINT; THENCE SOUTH 88°19'20" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 43°19'20" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT; THENCE SOUTH 88°19'20" WEST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°40'40" WEST, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°40'40" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°19'20" WEST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 209.06 FEET TO A POINT OF CURVATURE; THENCE ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6°20'54", A CHORD BEARING AND DISTANCE OF SOUTH 85°08'53" WEST FOR 27.69 FEET, FOR AN ARC DISTANCE OF 27.70 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 102°50'23", A CHORD BEARING AND DISTANCE OF SOUTH 30°33'15" WEST FOR 39.09 FEET, FOR AN ARC DISTANCE OF 44.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°51'56" EAST FOR A DISTANCE OF 22.98 FEET TO A POINT; THENCE SOUTH 69°08'04" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 20°51'56" WEST FOR A DISTANCE OF 31.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 83°14'37", A CHORD BEARING AND DISTANCE OF NORTH 62°29'15" WEST FOR 33.21 FEET, FOR AN ARC DISTANCE OF 36.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 31°41'19", A CHORD BEARING AND DISTANCE OF NORTH 88°15'54" WEST FOR 218.42 FEET, FOR AN ARC DISTANCE OF 221.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°53'39", A CHORD BEARING AND DISTANCE OF NORTH 81°52'03" WEST FOR 114.90 FEET, FOR AN ARC DISTANCE OF 115.42 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°41'07" WEST FOR A DISTANCE OF 234.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°24'12", A CHORD BEARING AND DISTANCE OF SOUTH 43°29'01" WEST, A CHORD DISTANCE OF 35.48 FEET, FOR AN ARC DISTANCE OF 39.45 FEET TO A POINT; THENCE SOUTH 89°05'19" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°43'05" WEST, A CENTRAL ANGLE OF 89°35'48", A CHORD BEARING AND DISTANCE OF NORTH 46°30'59" WEST FOR 35.23 FEET, FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'07" WEST FOR A DISTANCE OF 110.18 FEET TO A POINT ON THE WEST LINE OF SAID E/2 NW/4; THENCE NORTH 1°43'05" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1215.03 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE E/2 NW/4; THENCE NORTH 88°41'07" EAST AND ALONG THE NORTH LINE OF THE E/2 NW/4, FOR A DISTANCE OF 1323.30 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,624,035 SQUARE FEET, OR 37.283 ACRES.

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

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVES, 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 "RIVERSTONE ESTATES", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "RIVERSTONE ESTATES" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER/ DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AND UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UNDERGROUND SERVICE

1. UNDERGROUND SERVICE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE 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 EASEMENT WAYS.

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 AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 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 SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL 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, TELEPHONE OR CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH 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 WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELECOMMUNICATION OR GAS FACILITIES. EACH 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.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.

2. 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 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 AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OF RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. 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, SANITARY SEWER OR STORM SEWER FACILITIES.

5. 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. GAS SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON HIS LOT.

2. 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 GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS 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.

4. THE SUPPLIER OF GAS SERVICE 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 GAS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER 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 E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA. NO LOT OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA OR THE CITY OF BROKEN ARROW.

F. 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 INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION 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.

G. OTHER USES

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST TUCSON STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. PUBLIC STREETS

THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PUBLIC STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:

A. SURFACING WIDTH SHALL BE NOT LESS THAN 26 FEET;

B. BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE EXISTING STANDARDS OF THE CITY OF BROKEN ARROW OKLAHOMA, FOR MINOR RESIDENTIAL STREETS; AND

C. THE VERTICAL GRADE OF THE STREETS SHALL NOT EXCEED 10%.

SECTION II. RESERVE AREAS

A. GENERAL

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SEE SECTION IV FOR ADDITIONAL DETAILS AND REQUIREMENTS.

2. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNER'S ASSOCIATION AGREES TO HOLD THE CITY OF BROKEN ARROW AND OWNER/DEVELOPER HARMLESS FROM ALL CLAIMS AND DEMANDS AND AGREES THAT THE CITY OF BROKEN ARROW AND OWNER/DEVELOPER SHALL NOT BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS OR ANY GUEST, VISITOR OR INVITE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITE THEREOF.

B. RESERVE AREA "A"

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREA "A" AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE ADDITION.

2. DRAINAGE FACILITIES CONSTRUCTED SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND 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 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 EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.

4. THE DRAINAGE EASEMENT AREAS AND FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION 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 HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT AREAS AND FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNER'S ASSOCIATION.

6. IN THE EVENT THE HOMEOWNER'S ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED), WHICH MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; OR THE CITY OF BROKEN ARROW MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

7. RESERVE AREA "A" IS HEREBY DEDICATED AS AN AQUATIC ECOSYSTEM PRESERVE, BUFFER PRESERVE, AND POND PRESERVE 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, TULSA DISTRICT (USACE). 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.

C. RESERVE AREAS "E", "F", "G" AND "H"

THESE RESERVES ARE DESIGNATED TO BE USED FOR OPEN SPACE INCLUDING BUT NOT LIMITED TO SIDEWALKS, LANDSCAPING, SIGNAGE, FENCING, AND OTHER ENTRY FEATURES.

D. RESERVE AREA "L"

RESERVE AREA "L" IS DESIGNATED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

DATE OF PREPARATION: FEBRUARY 15, 2016

CONDITIONAL FINAL PLAT

Riverstone Estates

PART OF GOVERNMENT LOT 3 OF SECTION FOUR (4)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION (Continued)

SECTION III. PRIVATE COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.

DEVELOPMENT AND CONSTRUCTION STANDARDS:

A. ARCHITECTURAL COMMITTEE:

1. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE ADDITION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNER'S ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNER'S ASSOCIATION.

2. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITH SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE ADDITION:

(a) AN ACCURATE SITE PLAN; AND
(b) AN ACCURATE FLOOR PLAN; AND
(c) ALL EXTERIOR ELEVATIONS; AND
(d) THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

B. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

C. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS. DRIVEWAYS SHALL PROVIDE OFF-STREET PARKING SPACE FOR MINIMUM OF TWO (2) CARS.

D. NO WHITE CHAT WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE. RIVER GRAVEL MAY BE USED FOR PRIVATE WALKWAYS WHEN COMPATIBLE TO DESIGN OF RESIDENCE, AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

E. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THE ADDITION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE AND BROKEN ARROW ZONING CODE.

F. ALL ROOFS WILL BE CONSTRUCTED WITH MATCHING HERITAGE II THUNDERSTORM GRAY SHINGLES OR AS OTHERWISE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

G. ROOF FLASHING: EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

H. ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF, (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN 8/12. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

I. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

J. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE. ACCESS IS RESTRICTED, AND GARAGES MUST BE SET BACK AT LEAST 25' FROM SIDE STREETS WITH BUILDING LINES LESS THAN 25', EXCEPT AS PERMITTED BY THE CITY OF BROKEN ARROW.

K. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO, SHALL BE ERECTED ANYWHERE IN THE ADDITION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES NOT EXCEEDING TWENTY-FOUR (24") IN DIAMETER, WHICH ARE PERMITTED), MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED OR MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDINGOR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF BROKEN ARROW ORDINANCES AND BUILDING CODES.

M. NO RECREATIONAL VEHICLE, CAMPER, BOAT, TRAILER SHALL BE UTILIZED AS A TEMPORARY OR PERMANENT RESIDENCE.

N. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

O. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

P. NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO EXOTIC ANIMALS AS DEFINED BY BROKEN ARROW CITY CODES SHALL BE KEPT, BRED OR RAISED ON ANY LOT.

Q. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

R. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS.

S. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

T. THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.

U. 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, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO 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 THEIR LOT.

V. THE FIRST FLOOR OF EACH DWELLING SHALL CONSIST OF 70% MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES.

W. ALL MAIL BOXES WILL BE MATCHING AND CONSTRUCTION MATERIAL WILL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. NUMERIC STREET IDENTIFICATION LETTERING SHALL BE DISPLAYED AND BE CLEARLY IDENTIFIABLE FROM THE PUBLIC RIGHT-OF-WAY.

X. MINIMUM SQUARE FOOTAGE: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 2,000 SF FOR TWO STORY WITH 1,400 SF DOWNSTAIRS.

Y. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. A TEMPORARY SALES TRAILER AND ONE TEMPORARY CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS 75% OF THE RESIDENTIAL LOTS HAVE BEEN SOLD.

Z. CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.

AA. PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

BB. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN RIVERSTONE ESTATES, THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF $300.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF ONE (1) TREE TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE THE STREET RIGHT-OF-WAY OF THE LOT WHICH ARE OF AT LEAST 2" IN DIAMETER.

CC. OUTBUILDINGS: NO DETACHED STORAGE STRUCTURES ARE ALLOWED ON ANY LOT.

DD. WITHIN THE RESERVE AREAS ALONG WEST TUCSON STREET SOUTH, THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF FENCING.

SECTION IV. HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNER'S ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE RIVERSTONE ESTATES HOMEOWNER'S ASSOCIATION, INC., A NONPROFIT ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION). THE HOMEOWNER'S ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN RIVERSTONE ESTATES, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNER'S ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNER'S ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE 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 HOMEOWNER'S 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 THE 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 HOMEOWNER'S ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE HOMEOWNER'S ASSOCIATION IS FORMED IN ACCORDANCE WITH SECTION V. FROM AND AFTER SAID DATE, THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

THE HOMEOWNER'S ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

THE CITY OF BROKEN ARROW SHALL ALSO HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ALL RESERVE AREAS FROM THE HOMEOWNER'S ASSOCIATION IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING THE RESERVES OF "RIVERSTONE ESTATES"; AND (B) THE CITY OF BROKEN ARROW BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW. THE CITY OF BROKEN ARROW SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF IV.F(A) AND IV.F(B) ABOVE, TO PURCHASE ALL RESERVE AREAS OF "RIVERSTONE ESTATES" FROM THE RIVERSTONE ESTATES HOMEOWNER'S ASSOCIATION FOR THE SUM OF TEN DOLLARS ($10.00). THE RIVERSTONE ESTATES HOMEOWNER'S ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

G. INDEMNIFICATION OF CITY

THE HOMEOWNER'S ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF BROKEN ARROW, AND ITS AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

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

ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVES AND SECTION III. PRIVATE COVENANTS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III PRIVATE COVENANTS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNER'S ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN RIVERSTONE ESTATES SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT, OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THE COVENANTS CONTAINED IN SECTION III & IV 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 HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

C. AMENDMENT:

THE COVENANTS CONTAINED WITHIN SECTION I, II, AND V 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 IV MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS 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 OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2016.

DOUBLE EAGLE ESTATES, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JULIUS PUMA, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_____DAY OF_____, 2016, PERSONALLY APPEARED JULIUS PUMA TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF 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 SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2016.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

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 THE _____ DAY OF _____, 2016, 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.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

DATE OF PREPARATION: FEBRUARY 15, 2016

RIVERSTONE ESTATES
CASE NO. PT15-103
DEVELOPMENT NO. 00-000
SHEET 3 OF 3