KNOW ALL MEN BY THESE PRESENTS:

BREEZE PETROLEUM, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER THE "OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA; BEING A RESUBDIVISION OF PART OF 'METROLAND COMMERCIAL CENTER'. AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #4955) AND PART OF 'VILLAGE PARK', AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #5152), TOGETHER WITH A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION FIFTEEN (15); THENCE N 00° 00' 00" E AND ALONG THE EAST LINE OF SAID SECTION FIFTEEN (15) A DISTANCE OF 1320.24 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION FIFTEEN (15); THENCE S 89° 51' 34" W AND ALONG THE SOUTH LINE OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) SAID SECTION FIFTEEN (15) A DISTANCE OF 518.04 FEET TO THE POINT OF BEGINNING SAID POINT BEING THE SOUTHWEST CORNER OF 'VANDEVER PLAZA II' AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #5108); THENCE N 89° 51' 34" E AND ALONG THE SOUTH LINE OF SAID 'VANDEVER PLAZA II' SAID LINE ALSO BEING THE NORTH LINE OF 'METROLAND COMMERCIAL CENTER' AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #4955). A DISTANCE OF 168.04 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 1 OF SAID 'METROLAND COMMERCIAL CENTER'; THENCE S 00° 00' 00" E A DISTANCE OF 187.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 1, 'METROLAND COMMERCIAL CENTER' SAID CORNER ALSO BEING A POINT ON THE NORTH LINE OF "RESERVE 'A" OF SAID PLAT: THENCE S 00° 06' 53" E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID "RESERVE 'A" SAID POINT BEING THE NORTHEAST CORNER OF LOT 3, BLOCK 1 OF SAID 'METROLAND COMMERCIAL CENTER'; THENCE S 00° 00' 00" E AND ALONG THE EAST LINE OF SAID LOT 3, BLOCK 1, A DISTANCE OF 142.67 FEET TO THE NORTH LINE OF A 10' ACCESS EASEMENT & 10' UTILITY EASEMENT AS PLATTED PER SAID 'METROLAND COMMERCIAL CENTER'; THENCE S 89° 53' 07" W AND ALONG THE NORTH LINE OF SAID 10' ACCESS EASEMENT & 10' UTILITY EASEMENT A DISTANCE OF 216.30 FEET; THENCE N 57° 15' 59" W AND CONTINUING ALONG THE NORTH LINE OF SAID EASEMENT A DISTANCE OF 83.10 FEET; THENCE N 35° 36' 37" W AND CONTINUING ALONG THE NORTH LINE OF SAID EASEMENT A DISTANCE OF 84.81 FEET TO THE WEST LINE OF SAID 'METROLAND COMMERCIAL CENTER'; THENCE S 70° 00' 00" W A DISTANCE OF 170.01 FEET: THENCE N 88' 45' 23" W A DISTANCE OF 164.89 FEET; THENCE N 44' 33' 26" W A DISTANCE OF 18.53 FEET; THENCE S 45' 34' 42" W A DISTANCE OF 60.06 FEET: THENCE S 00' 04' 16" W A DISTANCE OF 60.00 FEET; THENCE S 13' 46' 02" W A DISTANCE OF 125.00 FEET; THENCE S 61° 35' 42" W A DISTANCE OF 70.00 FEET; THENCE N 75° 11' 06" W A DISTANCE OF 105.00 FEET; THENCE S 88° 58' 06" W A DISTANCE OF 99.06 FEET; THENCE N 04° 55' 14" E A DISTANCE OF 76.49 FEET: THENCE S 88° 35' 38" W A DISTANCE OF 50.00 FEET; THENCE N 06° 39' 47" W A DISTANCE OF 220.00 FEET; THENCE N 56° 07' 04" E A DISTANCE OF 160.00 FEET; THENCE N 23° 48' 43" W A DISTANCE OF 40.00 FEET; THENCE N 23° 29' 06" E A DISTANCE OF 160.00 FEET: THENCE N 72° 43' 00" E A DISTANCE OF 150.00 FEET; THENCE N 03° 18' 45" E A DISTANCE OF 50.00 FEET; THENCE N 41° 49' 23" E A DISTANCE OF 90.00 FFFT: THENCE N 03° 28' 40" W A DISTANCE OF 35.00 FEET: THENCE N 39° 55' 56" E A DISTANCE OF 40.00 FEET; THENCE N 84° 27' 09" E A DISTANCE OF 75.00 FEET; THENCE N 65° 58' 17" E A DISTANCE OF 60.00 FEET; THENCE N 90° 00' 00" E A DISTANCE OF 38.59 FEET; THENCE S 65° 00' 00" E A DISTANCE OF 93.14 FEET; THENCE N 00° 00' 00" E A DISTANCE OF 165.73 FEET; THENCE N 19° 04' 33" E A DISTANCE OF 50.00 FEET; THENCE N 60° 33' 04" E A DISTANCE OF 95.67 FEET: THENCE N 90° 00' 00" E A DISTANCE OF 146.66 FEET TO A POINT ON THE WEST LINE OF SAID 'VANDEVER PLAZA II; THENCE S 00° 00' 00" W AND ALONG THE WEST LINE OF SAID 'VANDEVER PLAZA II' A DISTANCE OF 526.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 607,232.27 SQUARE FEET / 13.94 ACRES

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PRIVATE STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BRISTOL PONDS" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BRISTOL PONDS").

I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS.

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT"FOR THE SEVERAL PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING IMPROVEMENTS.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

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 THE STRUCTURE AS MAY BE LOCATED UPON A LOT PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE EASEMENT-WAYS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH ELECTRIC, NATURAL GAS, 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 SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE.

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN. OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURE. INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S

3. THE CITY OF BROKEN ARROW 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.

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 WATER OR SEWER FACILITIES. 5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS AND THE OWNER

OF THE LOT AGREES TO BE BOUND HEREBY.

4. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED

D. GAS SERVICE.

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

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. 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.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS 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.

5. 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.

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

E. STORMWATER DETENTION.

1. THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE H (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN BRISTOL PONDS.

2. DETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE H SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. DETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV HEREOF (HEREINAFTER THE "HOMEOWNERS' ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

B. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

C. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

D. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, 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 RESIDENTIAL LOT WITHIN BRISTOL PONDS, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED THE PORTION OF THE COSTS REPRESENTED BY DIVIDING THE TOTAL COSTS BY THE NUMBER OF RESIDENTIAL LOTS WITHIN BRISTOL PONDS.

E. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

Deed of Dedication – PUD #147 BristolPonds

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 DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE PLAT AS "OD/E" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, ONOR SHALL THERE BE

ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED. HOWEVER. THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL. THE PROPERTY OWNER MUST INSTALL A GATE ON ANY REAR FENCE PARALLEL TO THE FLOODPLAIN SO AS TO ALLOW ACCESS TO THE FLOODPLAIN AREA FOR MAINTENANCE. 4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED THEREIN SHALL BE MAINTAINED BY THE OWNER OF THE LOT UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT THE OWNER'S COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN. THE HOMEOWNERS' ASSOCIATION, OR THE CITY OF BROKEN ARROW, OKLAHOWA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER FAILS TO PAY, THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE HOMEOWNERS' ASSOCIATION OR 'HE CITY OF BROKEN ARROW, OKLAHOMA, WHICHEVER HAS COMPLETED THE MAINTENANCE. MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED

G. SURFACE DRAINAGE.

AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS.

EACH LOT, IN ACCORDANCE WITH THE FINISH GRADING PLAN, 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 THE LOT OWNED. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION G SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW, OKLAHOMA.

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE 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. II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, BRISTOL PONDS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 147) AS PROVIDED WITHIN SECTION 3 OF ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA (ORDNANCE NO. 1560) AS AMENDED AND EXISTING ON MARCH 3, 2003, (HEREINAFTER THE "BROKEN ARROW ZONING ORDINANCE", WHICH PUD NO. 147 WAS AFFIRMATIVELYRECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 18, 2004 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHCIA, ON DECEMBER 20, 2004; AND

TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIEN TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND WHEREAS. THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR TE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE

WHEREAS. THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARIOW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING

RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SICCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RSTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AN ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

A. USE OF LAND.

THE DEVELOPMENT OF BRISTOL PONDS SHALL BE SUBJECT TO THE PLANNEDUNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED ON DECEMBER 20, 2004, OR AS MAY BE SUBSEUENTLY AMENDED.

B. RESERVE A - PRIVATE STREETS

THE USE OF RESERVE A SHALL BE LIMITED TO USE FOR PRIVATE STRETS, GUEST PARKING, OPEN SPACE, LANDSCAPING, SCREENING FENCES AND WALLS. ENTRY FEATURES INCLUDING GATES, GUARD HOUSES AND RELATED SECURY FACILITIES, SUBDIVISION IDENTIFICATION SIGNS AND UTILITIES AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE ORMED PURSUANT TO SECTION IV. HEREOF FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS F THE SUBDIVISION (THE "HOMEOWNERS" ASSOCIATION").

2. THE STREETS WITHIN RESERVE A AS DESIGNATED ON THE ACCOMPANYIN PLAT, ARE HEREIN ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER AS PRIVATE EIS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDETIAL LOTS, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS T AND FROM PUBLIC STREETS.

3. THE OWNER/DEVELOPER HEREIN GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT. THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN CVENANTS 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: CONSTRUCT AND MAINTAIN SURFACING NOT LESS THAN 26 FEET IN 10TH AND EXTENDING THE LENGTH OF THE PRIVATE STREETS WITHIN RESERVE A AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH MEETS OR EXCEEDS THE NO EXISTING SPECIFICATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, APPLICABLE TO MINOR RESIDENTIAL PUBLIC STREETS AS TO QUALITY AND THICKNESS SECIFICATIONS FOR BASE AND PAVING MATERIALS.

SECURE INSPECTION AND CERTIFICATION BY THE CITY OF BROKEN ARDW, OKLAHOMA THAT THE PRIVATE STREETS AND ALLEYS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OFBROKEN ARROW, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS AND ALLEYS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGEER THAT THE PRIVATE STREETS AND ALLEYS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH.

PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER THE PRIVATE STREETS AND ALLEYS WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM EFFECTIVE USAGE THEREOF PROVIDD HOWEVER, CUSTOMARY SECURITY GATING MAY BE INSTALLED.

THE OWNER/DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESORS IN TITLE THAT THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT DO NOT MEET THE CITY OF BROKEN ARROW, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF BROKEN ARROW. OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN AN PRIVATE STREET WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STEET WITHIN THE SUBDIVISION.

RESERVES D, I, J AND K - OPEN SPACE AND GUEST PARKING THE US OF RESERVES D, I, J AND K SHALL BE LIMITED TO USE FOR GUEST PARKING, OPEN SPACE. LANDSCAPING AND UTILITIES AND ARE RESERVED FOR SUBSEQUEN CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. NOTWITHSTANDING THE ABOVE, ALL OR PART OF RESERVE D MAY ALTERNATIVELY BE RETAINED BY THE DWNER/DEVELOPER FOR USE AND DEVELOPMENT AS A SINGLE FAMILY LOT. TO THE EXTENT THAT RESERVE D IS USED FOR SINGLE FAMILY RESIDENTIAL PROSES, IT SHALL BE CONSIDERED A "LOT" AS DEFINED HEREIN AND USE OF THE SAME SHALL BE SUBJECT TO THE CONDITIONS AND RESTRICTIONS ESTABLISHD WITHIN THIS DEED OF DEDICATION WITH RESPECT TO THE "LOTS".

THE USE OF RESERVES B, C, E AND F SHALL BE LIMITED TO USE FOR OPEN SPACE LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES. GUARD HOUSES AND RELATED SECURITY FACILITIES, SUBDIVISION IDENTIFICATION SIGNS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS'

E. RESERVES G, L, M, N AND O - OPEN SPACE

D. RESERVES B, C, E AND F - OPEN SPACE AND ENTRY FEATURES

RESERVES G. L. M. N AND O SHALL BE LIMITED TO USE FOR OPEN SPACI LANDSCAPING AND UTILITIES AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. NOTWITHSTANDING THE ABOVE, ALL O PART OF RESERVE O MAY ALTERNATIVELY BE RETAINED BY THE OWNER DEVELOPER FOR USE AND DEVELOPMENT AS ONE OR MORE SINGLE FAMILY LOTS. TO TE EXTENT THAT RESERVE O IS USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, IT SHALL BE CONSIDERED A "LOT" OR "LOTS" AS DEFINED HEREIN AND USE C THE SAME SHALL BE SUBJECT TO THE CONDITIONS AND RESTRICTIONS ESTABLISHED WITHIN THIS DEED OF DEDICATION WITH RESPECT TO THE "LOTS". IT IS INTENDO THAT, SHOULD ALL OR PART OF RESERVE O BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, RESERVE O MAY BE FURTHER SUBDIVIDED BY LOT SPLIT OR REPLITING. PRIOR TO RESERVE O BEING UTILIZED AS A "LOT" OR "LOTS", ALL FLOODPLAIN REQUIREMENTS REQUIRED BY THE CITY OF BROKEN ARROW SHALL BE MET.

F. RESERVE H - STORMWATER DETENTION

G. RESIDENTIAL DEVELOPMENT AREA

RESERVE H SHALL BE LIMITED TO USE FOR STORMWATER DETENTION, OPEN JACE, LANDSCAPING AND UTILITIES AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

THE LOTS WITHIN BRISTOL PONDS (HEREINAFTER REFERRED TO AS THE "LITS") SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE - THE USE OF THE SINGLE FAMILY LOTS SHALL BE LIMITED TO ETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES MINIMUM LOT SIZE - THE MINIMUM LOT SIZE SHALL BE 4000 SQ.FT.

MINIMUM LOT WIDTH AND FRONTAGE - THE MINIMUM LOT WIDTH AT THE BUILDING LINE SHALL BE 40 FEET AND THE LOT SHALL HAVE NOT LESS THAN 30 FEET OF PRIVATE STREET FRONTAGE AS MEASURED AT THE FRONT LOT LIN 4. MINIMUM YARDS/BUILDING SETBACKS

A. NO BUILDING SHALL BE LOCATED NEARER TO A PRIVATE STREET THAN TE BUILDING LINE DEPICTED ON THE PLAT AND A GARAGE OPENING SHALL BE SETBACK NOT LESS THAN 20 FEET FROM THE STREET FROM WHICH ACCESS IS DERIVD.

B. THE REAR YARD OF A LOT SHALL NOT BE LESS THAN 11 FEET IN DETH, PROVIDED HOWEVER NO BUILDING SHALL ENCROACH INTO A UTILITY EASEMENT. C. WITHIN EACH LOT, ONE REQUIRED SIDE YARD SHALL BE 10 FEET AND THOTHER REQUIRED SIDE YARD SHALL BE 0 FEET, PROVIDED HOWEVER, THE EXTENSION OF EAVES INTO A REQUIRED SIDE YARDS SHALL BE LIMITED TO 1 FOOT.

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH PON ANY UTILITY EASEMENT.

E. THE SYMBOL" A " WITHIN THE PLAT OF BRISTOL PONDS INDICATES A SIE LOT LINE ALONG WHICH A BUILDING WALL OF A RESIDENCE WITHIN THE LOT MUST BE LOCATED (THE "MANDATORY BUILDING LINE). COVENANTS AND RESTRICTION PERTAINING TO THE MANDATORY BUILDING LINES SHALL BE MORE FULLY SET FORTH IN A DECLARATION OF BUILDING AND USE RESTRICTIONS FOR BRISTOL POND TO BE RECORDED HEREAFTER.

5. MAXIMUM BUILDING HEIGHT - NO BUILDING SHALL EXCEED THIRTY FIVE FEET IN HEIGHT.

MINIMUM LIVABILITY OPEN SPACE - WITHIN EACH LOT, THERE SHALL BE PROVIDED NOT LESS THAN 875 SQ. FT. OF LIVABILITY OPEN SPACE (OPEN SPACE OF THE LOT NOT UTILIZED FOR PARKING OR DRIVES. WITHIN COMMON AREAS THERE SHALL BE PROVIDED NOT LESS THAN 105,000 SQ.FT. OF LIVABILITY OPEN SPACE; PROVIDED HOWEVER THAT THE TRACTS HERETOFORE CONVEYED TO THE CITY OF BROKEN ARROW, OKLAHOMA FOR PARK AND DETENTION FACILITIES PURSUANT TO GENERAL WARRANTY DEED DATED FEBRUARY 21, 2005 RECORDED AS DOCUMENT NO. 2005023695 IN THE RECORDS OF THE TULSA COUNTY CLERK, SHALL BE INCLUDED IN THE COMPUTATION OF THE REQUIRED COMMON AREA LIVABILITY OPEN SPACE.

OFF-STREET PARKING - WITHIN EACH SINGLE FAMILY LOT THERE SHALL BE PROVIDED TWO PARKING SPACES WITHIN A GARAGE. WITHIN THE COMMON AREA OF THE SUBDIVISION, THERE SHALL BE PROVIDED 20 GUEST PARKING SPACES.

OTHER BULK AND AREA REQUIREMENTS - THE SINGLE FAMILY LOTS HAVE BEEN PLATTED IN ACCORDANCE WITH APPROVED LOT AREA AND LOT WIDTH MODIFICATIONS AND EXCEPT FOR SUCH MODIFICATIONS AND EXCEPT AS FURTHER MODIFIED IN THIS SECTION II., PARAGRAPH G, EACH LOT SHALL COMPLY WITH THE BULK AND AREA REQUIREMENTS OF AN R-4 DISTRICT AS SET FORTH WITHIN THE BROKEN ARROW ZONING ORDINANCE.

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE CONSTRUCTION OF THE REQUIRED FENCING ALONG THE EAST PERIMETER OF THE SUBDIVISION, A DETAILED SITE PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION. THE REQUIRED SCREENING FENCE SHALL BE INSTALLED PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT FOR A DWELLING WITHIN THE SUBDIVISION. I. SITE PLAN REVIEW — ENTRY GATING

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY ENTRY GATE OR GUARDHOUSE, OR PRIOR TO CONSTRUCTION IF NO BUILDING PERMIT IS REQUIRED, A DETAILED SITE PLAN OF THE PROPOSED IMPROVEMENTS SHALL BE SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION. J. SITE PLAN REVIEW - SUBDIVISION IDENTIFICATION SIGNS

PRIOR TO THE INSTALLATION OF ANY SUBDIVISION IDENTIFICATION SIGNAGE, A DETAILED PLAN OF THE SIGN OR SIGNS PROPOSED TO BE INSTALLED SHALL BE SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION. K. COMPLIANCE WITH APPROVED PLANS

THE DEVELOPMENT AND USE OF BRISTOL PONDS SHALL BE IN COMPLIANCE WITH THE APPROVED SITE PLANS, INCLUDING LANDSCAPING, AND SIGN PLANS, AS ABOVE REQUIRED, OR SUCH AMENDMENTS THEREOF AS MAY BE LATER APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR.

L. SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS AND WITHIN RESERVE AREAS ADJOINING THE STREET SYSTEM, THE DEVELOPER SHALL HAVE THE OBLIGATION TO CONSTRUCT SIDEWALKS SUFFICIENT TO PROVIDE CONTINUOUS CONNECTION OF THE SIDEWALK SYSTEM ALONG THE STREET SYSTEM. PEDESTRIAN ACCESS TO THE BROKEN ARROW PUBLIC TRAIL SYSTEM SHALL BE PROVIDED FOR RESIDENTS OF BRISTOL PONDS OVER AND ACROSS RESERVES G AND N.

SECTION III. FENCING AND LANDSCAPING EASEMENT

THE OWNER/DEVELOPER HEREIN GRANTS, ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV., A PERPETUAL AND EXCLUSIVE EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCING AND LANDSCAPE EASEMENT" OR "F & L/E".

SECTION IV. HOMEOWNERS' ASSOCIATION A. FORMATION OF HOMEOWNERS' ASSOCIATION

H. SITE PLAN REVIEW — PERIMETER FENCING

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN BRISTOL PONDS (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 PRIVATE STREETS, PERIMETER FENCING AND WALLS, SECURITY GATES, GUEST PARKING AND REQUIRED LANDSCAPING AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BRISTOL PONDS.

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 PRIVATE STREETS AND ALLEYS, PERIMETER WALLS, SECURITY GATES, GUEST PARKING AND REQUIRED LANDSCAPING AND OTHER COMMON

SECTION V. 8' TRAIL EASEMENT

THE OWNER/DEVELOPER HEREBY ESTABLISHES AN EASEMENT FOR A PUBLIC PEDESTRIAN/BICYCLE PATH WITHIN THE AREA DESIGNATED UPON THE ACCOMPANYING PLAT AS "8' TRAIL EASEMENT". THE TERMS AND CONDITIONS OF THE 8' TRAIL EASEMENT SHALL BE ESTABLISHED BY A SEPARATE INSTRUMENT DEDICATING THE EASEMENT TO THE CITY OF BROKEN ARROW, OKLAHOMA, AND THE INSTRUMENT SHALL BE RECORDED WITH THE CLERK OF TULSA COUNTY, OKLAHOMA.

SECTION VI. 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. 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA AND THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF A LOT 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 AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS 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 THAT 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. 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 CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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. 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, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS.

BREEZE PETROLEUM, LLC AN ORLAHOMA LIMITED LIABILITY COMPANY

+ an 11 BY: JAMES A. BUSH, MANAGER

STATE OF OKLAHOMA COUNTY OF TULSA

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 10 DAY OF WTOBER _ 2005. PERSONALLY APPEARED, JAMES A. BUSH, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS MANAGER OF BREEZE PETROLEUM, LLC. TO THE FOREGOING ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF ! HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE. NOTARY PUBLIC SIASMITH

MY COMMISSION EXPIRES. MY COMMISSION NUMBER IS: 00012693

CERTIFICATE OF SURVEY

STATE OF OKLAHOMA

COUNTY OF TULSA

I, ALAN C. HALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BRISTOL PONDS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES

REGISTERED PROFESSIONAL LAND SURVEYOR #1283

BARRICK ROSENBAUM NOTARY PUBLIC COMMISSION # 05005255

MY COMMISSION EXPIRES: JUNE 6, 2007



00012693

EXP. 8/13/08

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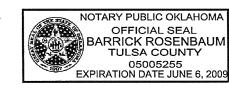
Council of the City of Broken A Mayor Attest: City Clerk 18th DAY OF October . 2005, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING

LPPROVED_

THEREIN SET FORTH. /

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE. 10mil bear

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



Bristol Ponds Case No. PT04-13 Development No. 04-1 Sheet 2 of

8-1-05 by the

Date Prepared: October 17, 2005