

CONDITIONAL FINAL PLAT

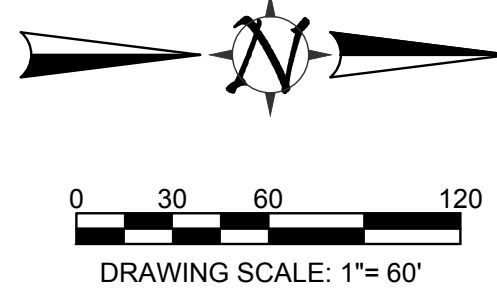
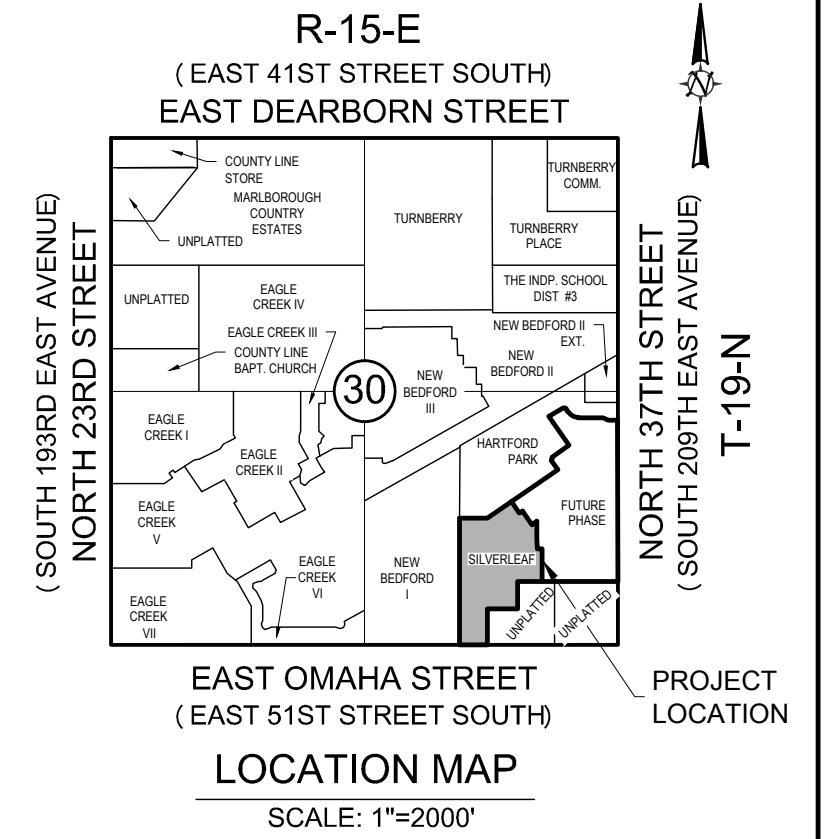
SILVERLEAF

OWNER/DEVELOPER
 FIFTY-FIRST STREET SOUTH, LLC
 1420 WEST KENOSHA
 BROKEN ARROW, OK 74012
 PHONE: 918-258-6161
 EMAIL: GLENN@SHAWHOMES.COM
 ATTN: GLENN SHAW

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.
 CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

ENGINEER/SURVEYOR
 AAB ENGINEERING LLC
 CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2018
 PO BOX 2136
 SAND SPRINGS, OK 74063
 PHONE: 918.514.4283
 FAX: 918.514.4288
 EMAIL: ALAN@AABENG.COM



SUBDIVISION STATISTICS

SUBDIVISION CONTAINS 82 LOTS IN 5 BLOCKS
 BLOCK 1 AREA: 3.72 ACRES - 22 LOTS
 BLOCK 2 AREA: 4.19 ACRES - 26 LOTS
 BLOCK 3 AREA: 0.38 ACRES - 2 LOTS
 BLOCK 4 AREA: 2.24 ACRES - 13 LOTS
 BLOCK 5 AREA: 3.90 ACRES - 19 LOTS
 RESERVE A: 1.03 ACRES
 RESERVE B: 0.03 ACRES
 RESERVE C: 0.04 ACRES

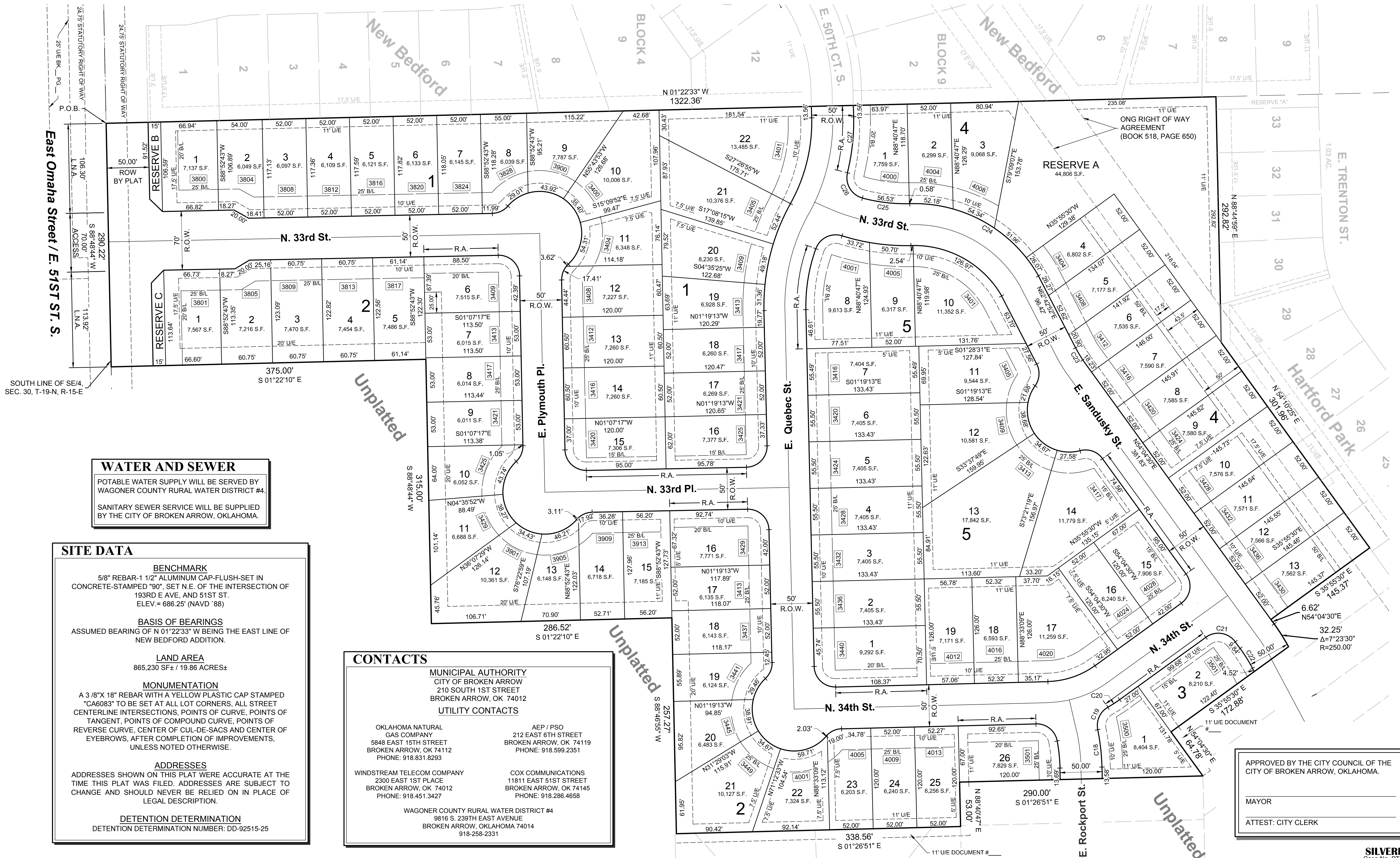
LEGEND

B/L.....BUILDING LINE
 LNA.....LIMITS OF NO ACCESS
 POB.....POINT OF BEGINNING
 POC.....POINT OF COMMENCEMENT
 ROW.....RIGHT OF WAY
 U/E.....UTILITY EASEMENT
 BK.....BOOK
 PG.....PAGE
 R.A.....RESTRICTED ACCESS
 XXXX.....ADDRESS

FLOODPLAIN
 PROPERTY IS NOT LOCATED WITHIN A FEDERALLY DEFINED SPECIAL FLOOD HAZARD AREA PER FIRM PANEL "40145C0105H" DATED APRIL 17, 2012.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	106.56	200.00	30°31'37"
C2	132.97	250.00	30°28'30"
C3	39.36	25.00	90°11'56"
C4	39.27	25.00	90°00'00"
C5	21.03	25.00	48°11'23"
C6	162.65	50.00	186°22'46"
C7	21.03	25.00	48°11'22"
C8	39.27	25.00	90°00'00"
C9	21.03	25.00	48°11'23"
C10	162.65	50.00	186°22'46"
C11	21.03	25.00	48°11'24"
C12	39.18	25.00	89°48'04"
C13	21.03	25.00	48°11'23"
C14	162.76	50.00	186°30'23"
C15	21.03	25.00	48°11'23"
C16	35.27	25.00	80°15'13"
C17	32.43	200.00	09°17'24"
C18	44.90	250.00	10°17'24"
C19	31.44	25.00	72°02'36"
C20	16.65	150.00	06°21'29"
C21	39.27	25.00	90°00'00"
C22	27.78	200.00	07°57'27"
C23	16.89	146.95	06°35'13"
C24	184.55	170.18	62°08'04"
C25	57.11	200.00	16°21'38"
C26	38.90	25.00	89°08'41"
C27	67.28	250.00	15°25'13"
C28	38.29	25.00	87°45'36"
C29	74.02	200.00	21°12'21"
C30	39.33	25.00	90°07'38"
C31	60.18	100.00	34°28'39"
C32	39.27	25.00	90°00'00"
C33	30.12	25.00	69°01'53"
C34	122.60	50.00	140°29'36"
C35	27.41	25.00	62°49'21"
C36	129.51	120.18	61°44'37"
C37	83.50	250.00	19°08'15"



WATER AND SEWER
 POTABLE WATER SUPPLY WILL BE SERVED BY WAGONER COUNTY RURAL WATER DISTRICT #4.
 SANITARY SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SITE DATA

BENCHMARK
 5/8" REBAR- 1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "90", SET N.E. OF THE INTERSECTION OF 193RD E AVENUE, AND 51ST ST. ELEV. = 686.25' (NAVD '88)

BASIS OF BEARINGS
 ASSUMED BEARING OF N 01°22'33" W BEING THE EAST LINE OF NEW BEDFORD ADDITION.

LAND AREA
 865,230 SF ± / 19.86 ACRES ±

MONUMENTATION
 A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6083" 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-92515-25

CONTACTS

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

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY AEP / PSO
 5848 EAST 15TH STREET 212 EAST 6TH STREET
 BROKEN ARROW, OK 74112 BROKEN ARROW, OK 74119
 PHONE: 918.831.8293 PHONE: 918.599.2351

WINDSTREAM TELECOM COMPANY COX COMMUNICATIONS
 2300 EAST 1ST PLACE 1811 EAST 51ST STREET
 BROKEN ARROW, OK 74012 BROKEN ARROW, OK 74145
 PHONE: 918.451.3427 PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4
 9816 S. 239TH EAST AVENUE
 BROKEN ARROW, OKLAHOMA 74014
 918-258-2331

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR _____

ATTEST: CITY CLERK _____

CONDITIONAL FINAL PLAT SILVERLEAF

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EMAIL: ALAN @ AABENG.COM

KNOW ALL MEN BY THESE PRESENTS:

FIFTY-FIRST STREET SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HERINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF NEW BEDFORD, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY; THENCE NORTH 01°22'33" WEST ALONG THE EAST LINE OF NEW BEDFORD FOR A DISTANCE OF 1322.36 FEET TO THE SOUTHWEST CORNER OF HARTFORD PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY; THENCE ALONG THE SOUTHERLY LINE OF HARTFORD PARK; NORTH 88°44'59" EAST FOR A DISTANCE OF 292.82 FEET; THENCE CONTINUING ALONG A SOUTH LINE OF HARTFORD PARK, NORTH 54°10'25" EAST FOR A DISTANCE OF 301.96 FEET; THENCE SOUTH 35°55'30" EAST FOR A DISTANCE OF 145.37 FEET; THENCE NORTH 54°04'30" EAST FOR A DISTANCE OF 6.62 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF NORTH 57°46'15" EAST, AND A CHORD LENGTH OF 32.23 FEET, FOR AN ARC DISTANCE OF 32.25 FEET; THENCE SOUTH 35°55'30" EAST FOR A DISTANCE OF 172.88 FEET; THENCE NORTH 54°04'30" EAST FOR A DISTANCE OF 64.78 FEET; THENCE SOUTH 01°26'51" EAST FOR A DISTANCE OF 290.00 FEET; THENCE NORTH 88°40'47" EAST FOR A DISTANCE OF 53.00 FEET; THENCE SOUTH 01°26'51" EAST FOR A DISTANCE OF 338.56 FEET; THENCE SOUTH 88°46'55" WEST FOR A DISTANCE OF 257.27 FEET; THENCE SOUTH 01°22'10" EAST FOR A DISTANCE OF 286.52 FEET; THENCE SOUTH 88°48'44" WEST FOR A DISTANCE OF 315.00 FEET; THENCE SOUTH 01°22'10" EAST FOR A DISTANCE OF 375.00 FEET TO A POINT ON THE SOUTH LINE OF THE SE/4; THENCE SOUTH 88°48'44" WEST ALONG THE SOUTH LINE OF THE SE/4 FOR A DISTANCE OF 290.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 865,230 SQUARE FEET OR 19.86 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 82 LOTS IN 5 BLOCKS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SILVERLEAF", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "SILVERLEAF" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS 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 "UIE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER 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 STORM SEWERS, 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, 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 SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREBY 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, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY LINES AND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION 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 THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. 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 AND OTHER COMMUNICATION 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, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 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, CABLE TELEVISION OR COMMUNICATION 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, CABLE TELEVISION OR OTHER COMMUNICATION 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 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 STORM SEWER.
- 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 OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
- WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEPICTED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES 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 DEPICTED 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 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.
- 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.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

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 G SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. OVERLAND DETENTION AND EASEMENTS

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "OVERLAND DETENTION AND 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.
- DRAINAGE FACILITIES CONSTRUCTED IN ANY OVERLAND DETENTION AND 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. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DETENTION AND DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY 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.
- ANY OVERLAND DETENTION AND EASEMENT AREAS AND FACILITIES LOCATED WITHIN RESERVE AREAS, AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE LOT OWNERS OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN OVERLAND DETENTION AND EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA

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 HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOTS, PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/82ND OF THE COSTS AND SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BROKEN ARROW.

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 EAST OMAHA STREET 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 AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES 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.

I. RESERVE AREAS

THE USE OF ANY RESERVE AREAS DEDICATED ON THE PLAT OR SUBSEQUENTLY DEDICATED FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING, OVERLAND DRAINAGE, DETENTION, A SWIMMING POOL AND RELATED FACILITIES OR OTHER USE PROVIDED BY THE OWNER/DEVELOPER AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

J. 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 ANY 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/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

K. 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 YARDS 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 (20) 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 ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

L. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS SILVERLEAF WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUB 225 PURSUANT TO SECTION 2-1, ARTICLE A OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 2931) AS AMENDED AND EXISTED ON FEBRUARY 1, 2008 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"), WHICH P.U.D. NO. 225 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON JANUARY 9, 2014, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 4, 2014; WHEREAS THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRED THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUING COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INJURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

B. PERMITTED USES

SINGLE FAMILY DETACHED DWELLINGS

C. GROSS LAND AREA

19.86 ACRES

D. MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)

8,500 SF

E. MAXIMUM NUMBER OF DWELLING UNITS

82

F. MINIMUM LOT WIDTH

52 FEET

G. MINIMUM LOT SIZE

6,000 SF

H. MINIMUM REAR YARD

20 FEET, INCLUDING LOTS ADJACENT TO THE RESERVE AREA PARALLELING 37TH E. AVENUE.

I. STREET DESIGN AND ACCESS LIMITATIONS

PUBLIC STREETS IN ACCORDANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL WILL ABUT EACH LOT. THE PROPOSED STREET NETWORK WILL CONNECT TO EXISTING STUB STREETS WITHIN HARTFORD PARK ON THE NORTH AND NEW BEDFORD ON THE WEST. THREE LANE ENTRIES CONFORMING TO CITY OF BROKEN ARROW LAND SUBDIVISION CODE WILL BE CONSTRUCTED AT 37TH STREET (209TH EAST AVENUE) ON THE EAST AND OMAHA STREET (51ST STREET SOUTH) ON THE SOUTH. NO LOT WITHIN THE SUBDIVISION WILL BE PERMITTED DIRECT ACCESS TO EITHER 37TH STREET OR OMAHA STREET.

J. UTILITIES

STORM SEWER AND SANITARY SEWER WILL BE CONSTRUCTED BY THE DEVELOPER ACCORDING TO CITY OF BROKEN ARROW STANDARDS AND WILL BE DEDICATED TO THE CITY OF BROKEN ARROW. THE WATERLINE WILL BE TURNED OVER TO WAGONER COUNTY RURAL WATER DISTRICT #4. FRANCHISE UTILITIES WILL BE INSTALLED WITHIN THE PROVIDED UTILITY EASEMENTS BY THEIR RESPECTIVE OWNERS. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND WITH THE EXCEPTION OF THOSE ABUTTING ARTERIAL STREETS.

K. LANDSCAPE AND SCREENING STANDARDS

LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG 37TH STREET AND OMAHA STREET IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. IN ADDITION, A LANDSCAPE RESERVE AREA OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG 37TH STREET AND OMAHA STREET. AT LEAST ONE TREE FROM THE APPROVED LARGE TREE LIST IN THE BROKEN ARROW ZONING ORDINANCE SHALL BE INSTALLED IN THE RESERVE AREA FOR EVERY 40' FRONTAGE ALONG 37TH STREET AND OMAHA STREET. ALL TREES SHALL BE AT LEAST 2.5 INCHES IN CALIPER, EXCEPT THAT A TREE-FORM CRAPE MYRTLE, WITH ANTICIPATED FULL HEIGHT OVER 15 FEET MAY BE USED IN SELECTED LOCATIONS ALONG THE RESERVE AREA. HOWEVER, LESS THAN 50 PERCENT OF THE REQUIRED TREES SHALL BE CRAPE MYRTLE. IF OVERHEAD UTILITIES ARE INSTALLED ALONG THE 37TH STREET AND OMAHA STREET RIGHTS-OF-WAY, SMALL TREES MAY BE ALLOWED IN LIEU OF THE LARGE TREE COMMITMENT.

ALL OPEN SPACE RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE 15' LANDSCAPE RESERVE SHALL BE WHOLLY CONTAINED WITHIN THE STANDARD 35' BUILDING SETBACK LINE ALONG 37TH STREET AND OMAHA STREET. THE PLAT WILL SHOW A 20' BUILDING SETBACK LINE FROM THE LOT LINE ADJACENT TO THE NORTH LINE OF THE RESERVE AREA ALONG OMAHA STREET.

AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE AT LEAST 6' IN HEIGHT SHALL BE CONSTRUCTED ALONG BOTH ARTERIAL STREETS IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE. SAID FENCE SHALL BE INSTALLED BY THE OWNER/DEVELOPER IN THE 15' WIDE FENCE OFFSET OR 2' SQUARE MASONRY COLUMN SPACED NOT MORE THAN 80' ALONG THE LENGTH OF THE STREET RIGHT OF WAY. IN THE RESERVE ADJACENT TO 37TH STREET, THE FENCE SHALL BE CONSTRUCTED OF AN "AMERISTAR ORNAMENTAL FENCE," ROUND POST AND RAILS WITH VINYL COATED CHAIN LINK OR A SIMPLE THREE RAIL FENCE. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE CITY OF BROKEN ARROW CONCURRENTLY WITH THE LANDSCAPE PLANS. ANY TRAFFIC ISLANDS SURROUNDED BY STREET RIGHT OF WAY SHALL INCLUDE APPROPRIATE LANDSCAPING AND BERMS TO ADD VISUAL CHARACTER TO COMMUNITY AND AID IN SLOWING TRAFFIC PATTERNS THROUGH THE PROJECT SITE.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE

- PLAN REVIEW.** NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HERINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

- COMMITTEE PURPOSE.** THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HERINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

- TRANSFER OF DUTIES.** THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2019, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE SILVERLEAF HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

