



City of Broken Arrow
Meeting Agenda
Board of Adjustment

City of Broken Arrow
Council Chambers
220 S 1st Street
Broken Arrow OK
74012

Judd Hatch Chairman
Rebecca Hinkle Vice Chair
Kamara Washington Board Member
George Ghesquire Board Member
Michelle Bergwall Board Member

Monday, November 4, 2024

5:00 PM

Council Chambers

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [24-1497](#) Approval of Board of Adjustment meeting minutes of October 14, 2024

Attachments: [10-14-2024 Board of Adjustment Minutes.he](#)

4. Public Hearings

- A. [24-1495](#) Public hearing, consideration, and possible action regarding VAR-001786-2024, 2807 N Lions Drive Variance, 0.21 acres, R-3/PUD130A, request to reduce the front building setback line from 25 feet to 20 feet along the front property line of North Lions Drive, located approximately one-quarter mile north of Albany Street (61st Street), one-quarter mile west of Elm Place (161st East Avenue) at 2807 North Lions Drive

Sponsors: Planning Commission

Attachments: [2 - Case Map](#)
[3 - Aerial](#)
[4 - Exhibit](#)
[5 - APPROVED PUD 130A](#)
[6 - Stone Wood Crossing II Plat](#)

5. General Board Business

6. Remarks, Inquiries, and/or Comments by the Board and/or Staff (No Action)

7. Adjournment

NOTICE:

- 1. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT COMMUNITY DEVELOPMENT AT 918 259 8412 TO MAKE ARRANGEMENTS.**
- 2. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE BOARD OF ADJUSTMENT MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.**
- 3. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE MEETING.**

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 24-1497, **Version:** 1

**Broken Arrow Board of Adjustment
11-04-2024**

To: Chairman and Board Members
From: Community Development Department
Title: Approval of Board of Adjustment meeting minutes of October 14, 2024
Background: Minutes recorded for the Broken Arrow Board of Adjustment meeting.
Attachments: 10 14 2024 Board of Adjustment Minutes
Recommendation: Approve minutes of Board of Adjustment meeting held October 14, 2024.
Reviewed By: Amanda Yamaguchi
Approved By: Rocky Henkel



City of Broken Arrow

**Minutes
Board of Adjustment**

City Hall
220 S 1st Street
Broken Arrow OK
74012

*Judd Hatch Chair
Rebecca Hinkle Vice Chair
Kamara Washington Board Member
George Ghesquire Board Member
Michelle Bergwall Board Member*

Monday, October 14, 2024

Time 5:00 p.m.

Council Chambers

1. Call to Order

Chair Judd Hatch called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Rebecca Hinkle, George Ghesquire, Michelle Bergwall, Judd Hatch
Absent: 1 - Kamara Washington

3. Consideration of Consent Agenda

A. 24-1382 Approval of Board of Adjustment meeting minutes of June 10, 2024

MOTION: A motion was made by Rebecca Hinkle, seconded George Ghesquire.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 4 - Rebecca Hinkle, George Ghesquire, Michelle Bergwall, Judd Hatch

4. Public Hearings

5. General Board Business

A. 24-1287 Consideration, discussion, and possible approval of 2025 Board of Adjustment meeting schedule

MOTION: A motion was made by George Ghesquire, seconded by Rebecca Hinkle.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 4- Rebecca Hinkle, George Ghesquire, Michelle Bergwall, Judd Hatch

6. Remarks, Inquiries and/or Comments by the Board and/or Staff (No Action)

Ms. Yamaguchi recommended individual meetings with board members.

7. Adjournment

The meeting adjourned at approximately 5:05 p.m.

MOTION: A motion was made by Michelle Bergwall, seconded by George Ghesquire.

Move to adjourn

The motion carried by the following vote:

Aye: 4 - Rebecca Hinkle, George Ghesquire, Michelle Bergwall, Judd Hatch



City of Broken Arrow

Request for Action

File #: 24-1495, **Version:** 1

**Broken Arrow Board of Adjustment
11-04-2024**

To: Chairman and Board Members
From: Community Development Department
Title:

Public hearing, consideration, and possible action regarding VAR-001786-2024, 2807 N Lions Drive Variance, 0.21 acres, R-3/PUD130A, request to reduce the front building setback line from 25 feet to 20 feet along the front property line of North Lions Drive, located approximately one-quarter mile north of Albany Street (61st Street), one-quarter mile west of Elm Place (161st East Avenue) at 2807 North Lions Drive

Background:

Applicant: Patrick Delehanty, Villa Homes LLC
Owner: Patrick Delehanty
Developer: NA
Surveyor: N/A
Location: Approximately one-quarter mile north of Albany Street (61st Street), one-quarter mile west of Elm Place (161st East Avenue) at 2807 North Lions Drive
Size of Tract: 0.32 acres
Number of Lots: 1
Present Zoning: R-3/PUD-130A
Comp Plan: Level 2 (Urban Residential)

VAR-001786-2024 involves a request for a variance to reduce the front building setback line from 25 feet to 20 feet along North Lions Drive. The property is located approximately one-quarter mile north of Albany Street (61st Street), one-quarter mile west of Elm Place (161st East Avenue) at 2807 North Lions Drive and is platted as Lot 1, Block 1, Stone Wood Crossing II.

A building permit was issued for this property on 5-29-24, with a 20' setback and a driveway onto North Lions Drive. It was pointed out to staff that the plat has access restricted onto Lions Drive, which means that if a driveway is proposed onto North Lions Drive, the setback is increased to 25', as laid out in PUD 130A (attached). After this was pointed out to the applicant, they were able to rework the plans to show a driveway onto West Elmira Street, which means that the 20' setback was allowed. The house on this property is still under construction, and the builder has requested that a driveway be allowed onto Lions Drive. VAR-001786-2024 is to allow for a driveway onto Lions Drive without this triggering the increase to 25' which is required by the restricted access on the Plat.

For a variance to be granted, there are six conditions that must be found by the Board of Adjustment.

1. There are unique physical circumstances or conditions, such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property.

Analysis:

The property is a corner lot, which requires two front setbacks, but is not drastically different from other lots within the development.

2. The unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located.

Analysis:

The unusual circumstance for this building permit is that it was issued with incorrect setbacks initially. This error was not caught until after framing of the house had begun, which means that the builder decided to move the driveway instead of the house. This caused a non-traditional shaped driveway, which is not the preferred solution.

3. Such physical circumstances or conditions were not created by the applicant.

Analysis:

The applicant is not at fault for the house being built with a 20' setback. The city should have caught this during the plan review.

4. Because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this Ordinance.

Analysis:

This property can be built in conformance with the zoning ordinance. To do so, the property would have a 20' setback, but will have a drive onto Elmira Street. This amended plan is what the city approved to allow construction to continue, but is not the preferred solution.

5. The variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property.

Analysis:

A variance on this property would not alter the character of the neighborhood. This house will be finished with a 20' setback either way, and the nontraditional driveway onto Elmira Street would alter the character of the neighborhood.

6. The variance, if granted, would be the minimum variance that will afford relief and is the least modification possible of the provisions of this Ordinance that are in question.

Analysis:

Granting a variance to reduce the building setback line along Lions Drive to accommodate the preferred

driveway location is the minimum variance required.

Attachments: Case map
Aerial
Exhibit
Approved PUD 130A
Stone Wood Crossing II Plat

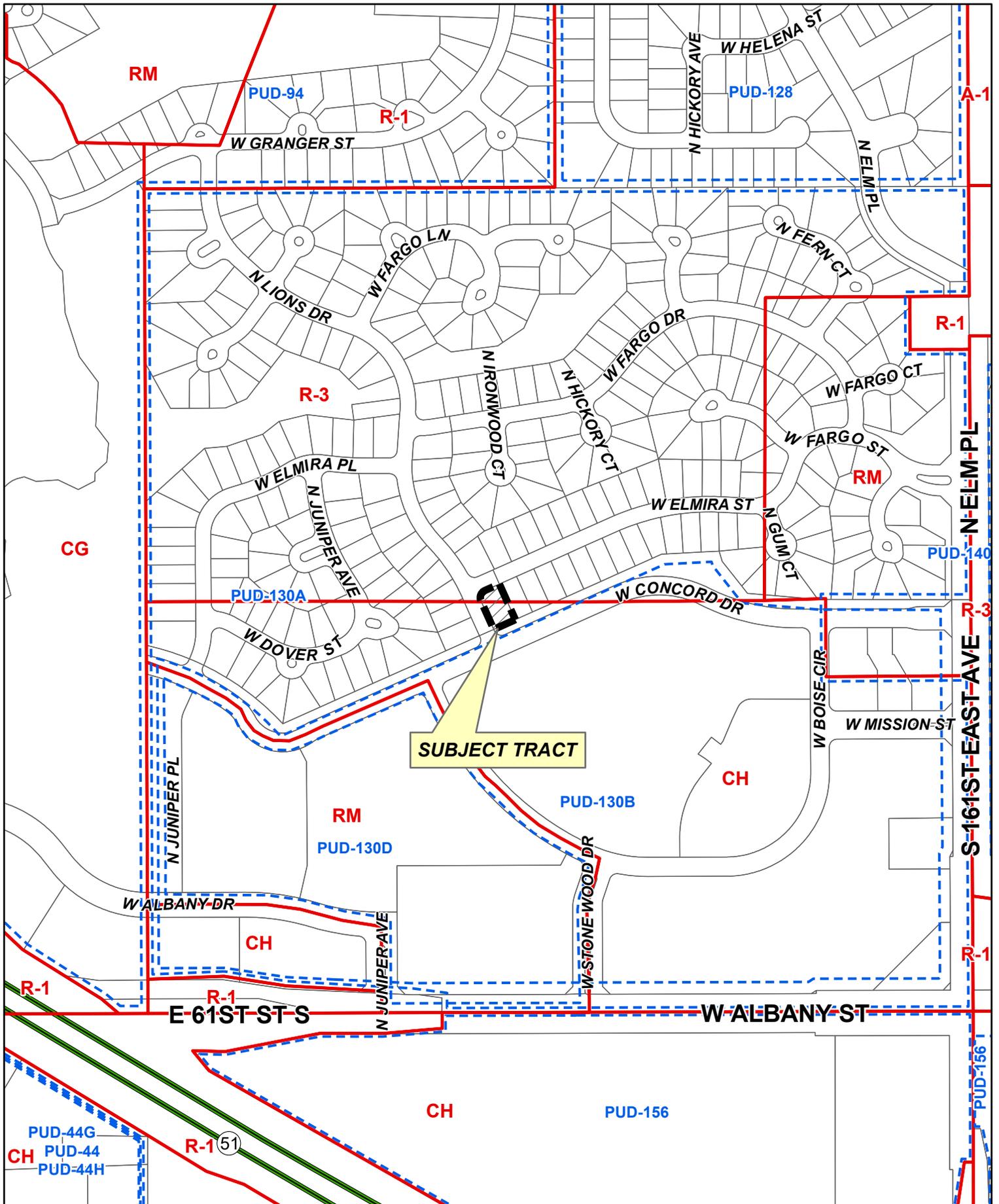
Recommendation:

By State law and by the City of Broken Arrow Zoning Ordinance, for a variance to be granted, all six conditions listed above must be met. In Staff's opinion, the request for a variance to reduce the building setback line for the existing structure at 2807 North Lions Drive meets the six conditions for the Board to grant a variance. Therefore, Staff recommends that VAR-001786-2024 be approved to reduce front setback on Lions Drive from 25' to 20'.

Reviewed by: Amanda Yamaguchi

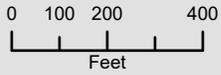
Approved by: Rocky Henkel

HMB



SUBJECT TRACT

VAR-001786-2024



34 19-14



ELM CREEK
COMMUNITY DEVELOPMENT

Submission for:
PLANNED UNIT DEVELOPMENT (PUD# 130-A)
and
REZONING (BAZ #1445)

Submitted to:
CITY OF BROKEN ARROW, OKLAHOMA

Prepared by:
PITTMAN POE & ASSOCIATES, INC.
1709 W. GRANGER ST.
BROKEN ARROW, OK 74012
918/355-8552

May 24, 2004

APPROVED <i>by City Council</i>
DATE <i>June 7, 2004</i>
BROKEN ARROW PLANNING DEPT.

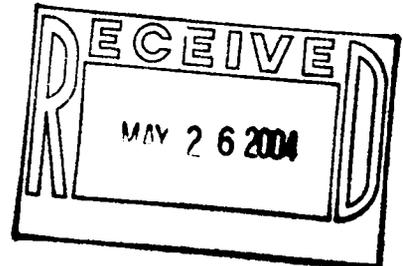


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DEVELOPMENT CONCEPT

The ElmCreek Community Development is a proposed mixed-use Planned Unit Development (PUD) located in northwestern Broken Arrow, north of Albany Street and west of Elm Plans. This ±154.9 acre development is situated on relatively flat to rolling terrain that features a tree-lined creek/drainage ways and scattered farm ponds. The site has excellent development possibilities.

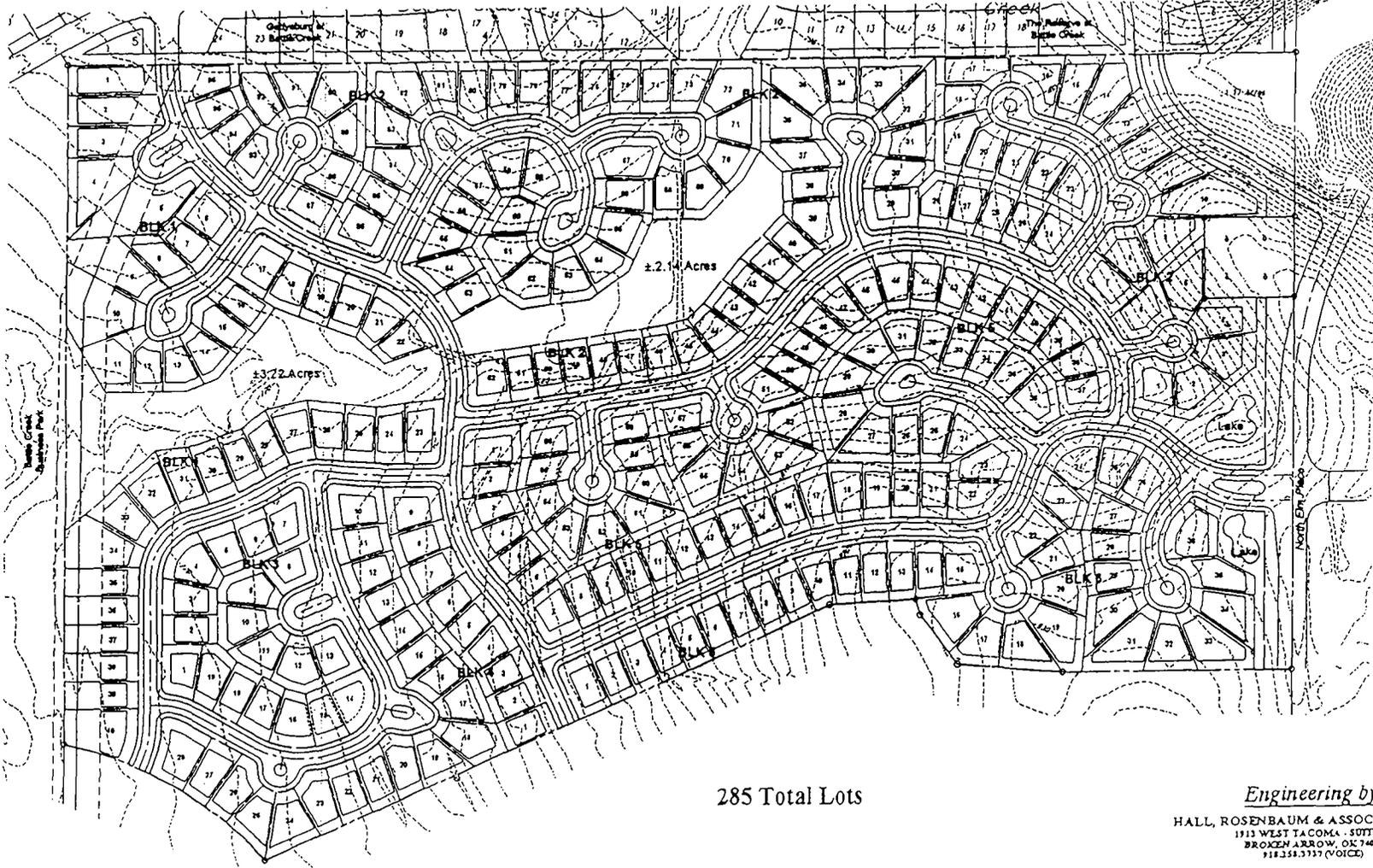
The property was originally approved for development as PUD 101 on November 18, 1996, however the PUD expired after no development had taken place in the allotted amount of time. The differences between the new Elm Creek PUD and the original Elm Creek PUD 101 are minor and are as follows: the original Tracts F and I are now combined into a single tract, Tract E; the original multi-family has been eliminated.

The proposed PUD currently being considered for approval is a mixed use development with provisions for residential, commercial shopping, office and hotel/conference land uses.

In determining which areas lend themselves to specific land uses, sensitivity to topography, vegetation, surrounding land uses and other critical factors are of primary importance. Careful planning and execution of the development will help fulfill the present and future needs of the community. Through the utilization of sound and proper planning techniques, the need for different land uses can be met while minimizing the effect and impact on the unique natural features that exist on the land today. These varying land uses are anticipated to be developed in such a way that the less intense land uses will be buffered from the more intense land uses by means of screening, landscape buffers and/or through a hierarchy of more intense to less intense land uses. The architectural design of buildings will create individuality within a development area while simultaneously maintaining the overall unity of this community.

There are several factors that will drive the development of this property as well as dictate what the appropriate land uses will be. Three of the most important of these factors would be the close proximity of the Broken Arrow Expressway, the Battle Creek Development, and the Broken Arrow Comprehensive Plan which this PUD was developed in accordance with. These items indicate that a significant portion of the subject tract will need to be developed in higher intensity types of land uses. The PUD submittal reflects that need as well as the need to be compatible with the surrounding land uses. To that end, this PUD requires commercial shopping, corporate office and hotel/conference center land uses south of the centrally located east/west roadway and residential uses to the north. The location types and intensity of uses will relate well to the Battle Creek development which shares this property's north and west boundaries. These will be at least two points of access between Elm Creek and Battle Creek, and one collector street point of access to the Reserve at Battle Creek development to the north. The development possibilities and benefits that this property has for the city of Broken Arrow are significant and the implementation of this PUD will help guarantee that this project is developed in the appropriate and best manner possible.

There shall be no more than six points of access to Albany Street (61st Street) and no more than three points to Elm Place (161st and East Avenue). All access points on Albany and Elm Place shall be spaced at least 300 feet apart, centerline to centerline. A 60' collector street is proposed in the south portion of the Elm Creek development. Between the proposed single family area and the commercial shopping/corporate office areas. It will connect Elm Place to the collector street stub from the Reserve at Battle Creek. Single-family lots will back or side to all collector streets. No single-family lot shall have direct access to a collector street or an arterial street. Right-of-way will be provided for Albany and Elm Place along the south and east boundaries of Elm Creek in accordance with the subdivision regulations. This right-of-way will be provided at the time of platting.



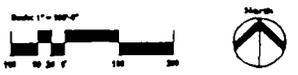
285 Total Lots

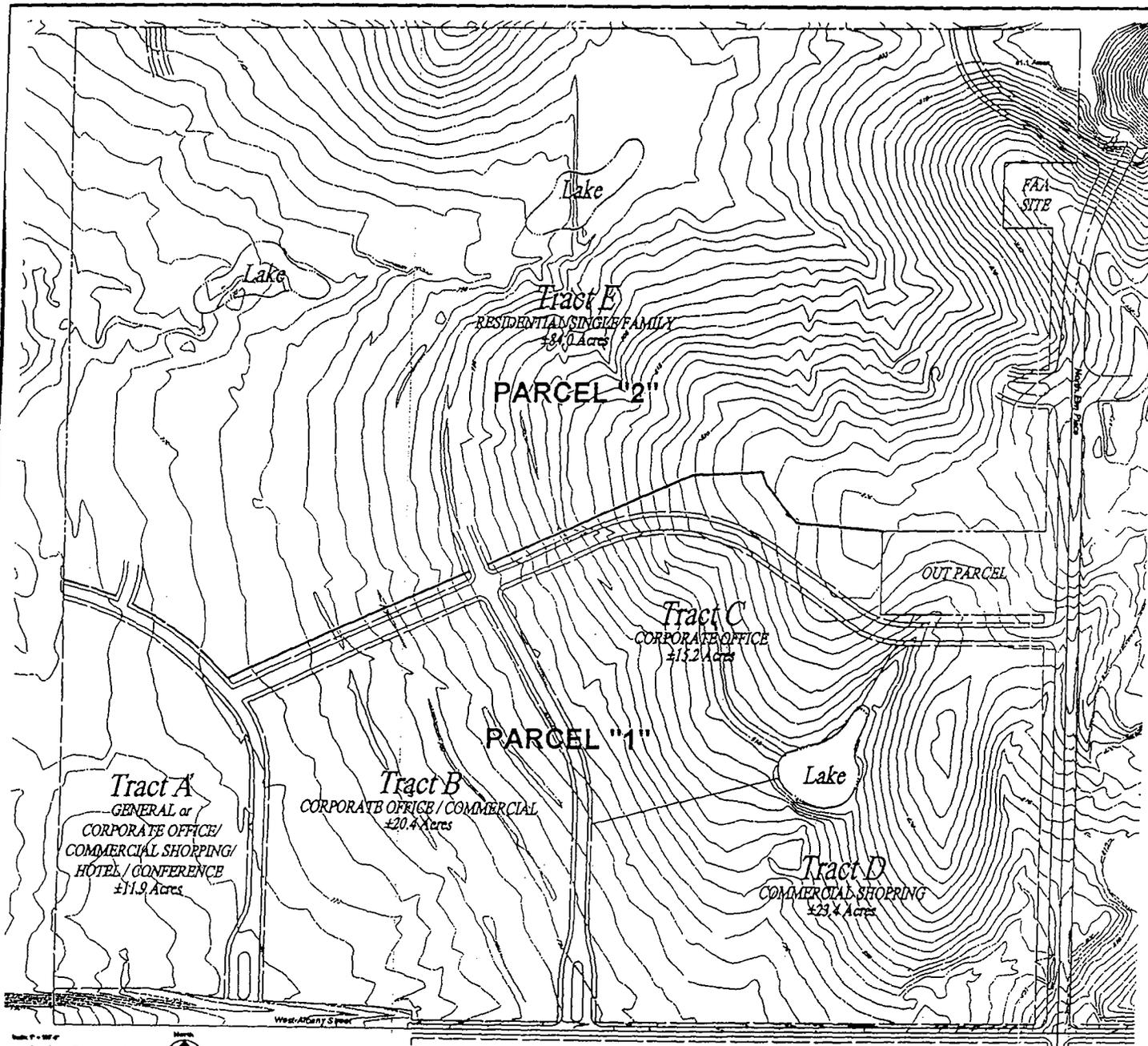
Engineering by:

HALL, ROSENBAUM & ASSOCIATES, LLC
 1913 WEST TACOMA - SUITE C
 BROKEN ARROW, OK 74011
 918.258.5737 (VOICE)

Land Planning by:

Pittman Poe
 & ASSOCIATES, INC.
 Call or Email: Commercial Land Planning
 2000 E. 15th Avenue, Suite 100
 Broken Arrow, Oklahoma, OK 74011
 Phone: 918.258.5737 FAX: 918.258.5737
 Website: www.pittmanpoe.com
 12/2/2008
 A/C/V: G/S/W

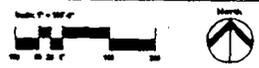




Elm Creek

Data Summary:

Total Project Area	1154.9 Acres
Development Areas	
-Single Family Residential	184.0 Acres
-Corporate Office	115.2 Acres
-Commercial Shopping	±23.4 Acres
-Corporate Office / Commercial	±20.4 Acres
-Corporate Office / Comm. Shopping / Hotel / Conference	111.9 Acres
Total Number of Dwelling Units	290
Single Family	290
Maximum Office Floor Area	725,927 SF
Maximum Commercial Floor Area	544,500 SF



Pittman Poe & ASSOCIATES, INC.
 614 N. Main Street, Suite 100, Raleigh, NC 27601
 Phone: (919) 781-1111
 Fax: (919) 781-1112
 Website: www.pittmanpoe.com

STATISTICAL SUMMARY

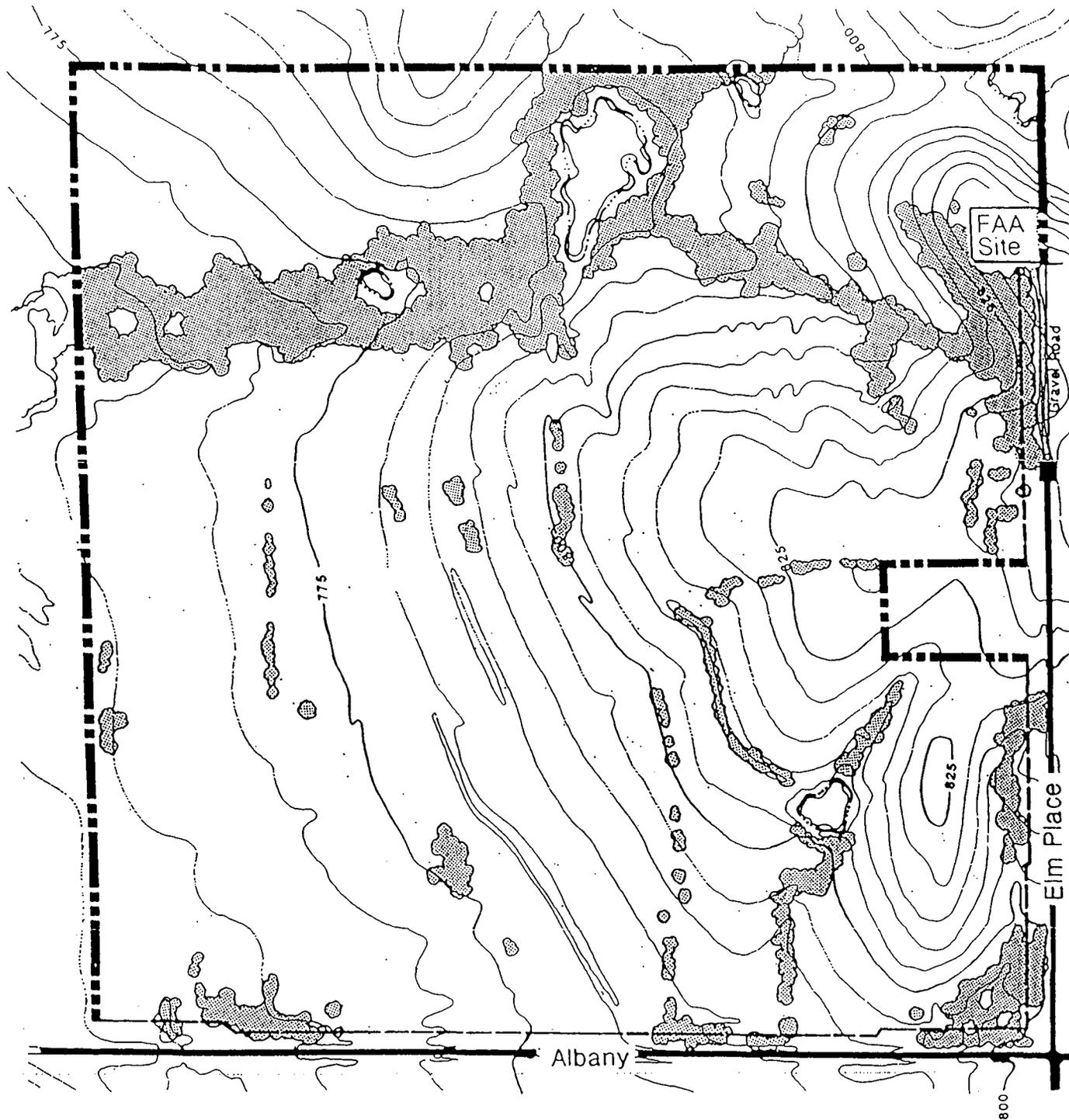
Project Area	±154.9 acres
Total Number of Dwelling Units	290
Total Office Floor Area	725,927 sq.ft.
Total Commercial Floor Area	544,500 sq.ft.
Development Areas:	
<i>Parcel 1:</i>	
<i>Tract A: General or Corporate Office/Commercial Shopping/Hotel Conference</i>	
Total Tract Area	±11.1 acres
Corporate Office Floor Area	75,000 sq.ft.
Commercial Shopping Floor Area	75,000 sq.ft.
Hotel/Conference Floor Area	175,000 sq.ft.
<i>Tract B: Corporate Office/Commercial</i>	
Total Area	±21.5 acres
Corporate Office Floor Area	270,427 sq.ft.
Commercial Floor Area	100,000 sq.ft.
Floor Area Ratio (combined)	.39
<i>Tract C: Commercial Shopping</i>	
Total Area	±22.5 acres
Commercial Shopping Floor Area	250,000 sq.ft.
Floor Area Ratio	.36
<i>Tract D: Commercial Shopping</i>	
Total Area	±15.8 acres
<i>Parcel 2:</i>	
<i>Tract E: Residential Single-Family Attached</i>	
Total Area	±84 acres
Total Number of Dwelling Units	290 DUs
Density	3.5 DU/ac.

EXISTING CONDITIONS

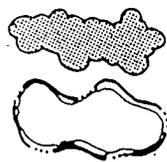
The Elm Creek Community Development is a ±154.9 acre site located in the northwestern corner of the City of Broken Arrow, Oklahoma. The site is generally bounded by Albany Street (61st Street South) and the Broken Arrow Expressway on the south, Elm Place (161st East Avenue) on the east, and the Battle Creek development on the north and west. The site abuts on three sides by the Federal Aviation Administration complex on Elm Place. The majority of the Elm Creek site is characterized by generally flat to rolling terrain with scattered groupings of mature trees and a variety of small farm ponds. The elevation ranges from 760 feet at the site's low point located along the southwestern boundary at Albany Street and the Broken Arrow Expressway to 838 feet situated in the northeast corner of the site. A vertical difference of 78 feet in elevation across the project area will have minimal developmental impact. The on-site slopes consist mainly of 0%-5% slopes with lesser amounts of 5%-10% and 10%-20% slopes. The areas of steepest slopes are generally located in the northeast corner of the site along the side slopes of one of the project's three ridgelines.

The wooded areas of the site are generally located along the creeks/drainage ways and fence lines. One of the more concentrated areas of existing trees is situated in the northwestern portion of the development along a creek that will ultimately become a major feature of the project's open space/greenbelt/park system.

Vehicular access to the site is excellent and will be provided by one of several primary and secondary arterials. The most predominant point of access to Elm Creek will be the Broken Arrow Expressway/State Highway 51 which allows quick and easy access to the cities of Broken Arrow and Tulsa as well as the overall local freeway system. Access will also be provided by Albany Street and Elm Place.



Legend:



Existing Tree Masses

Existing Lake/Pond

Existing Conditions

EXISTING UTILITIES ANALYSIS

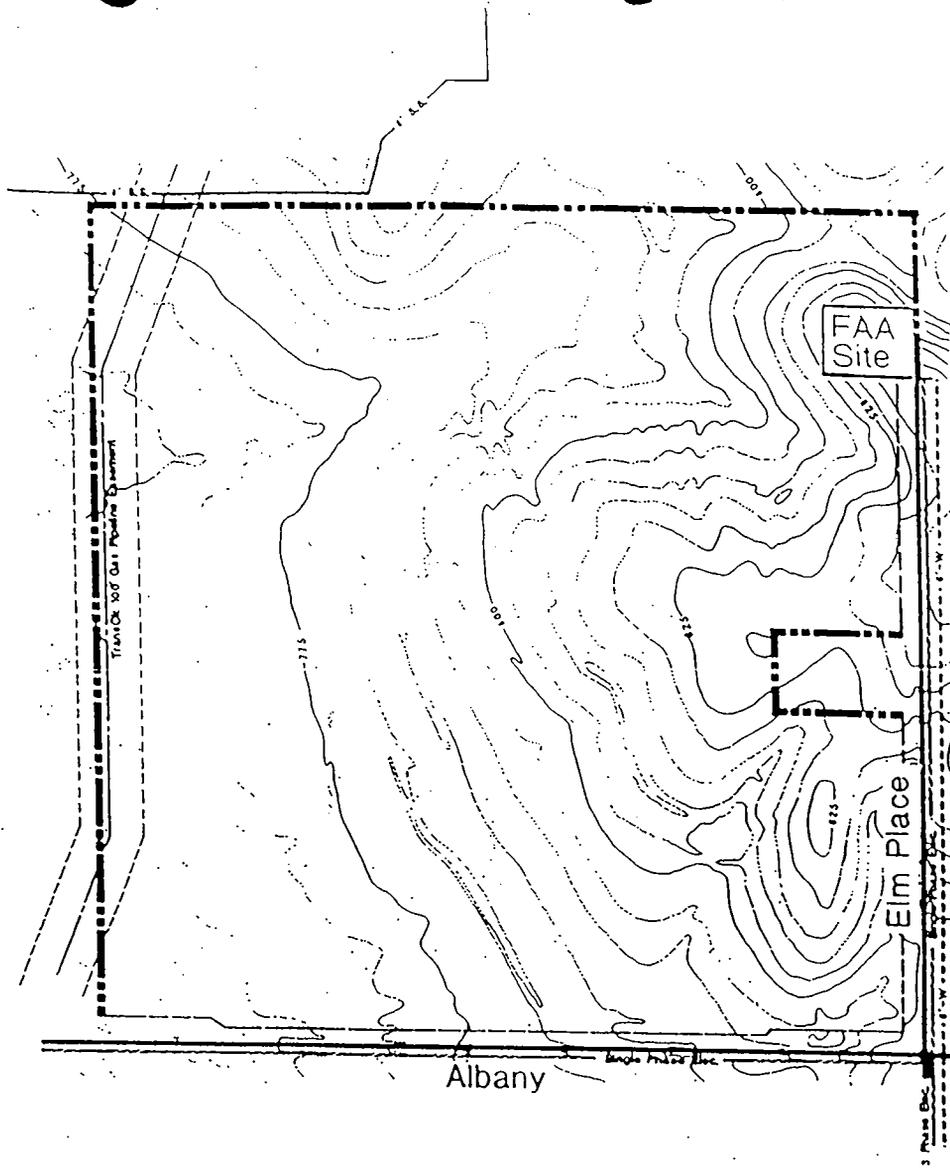
All major utilities except natural gas, water, sewer and electric have direct access to the project site at one or more points. While there appears to be no significant problem in servicing all portions of the project, utility extensions for the provision of service to different sections of the site need to be analyzed as these parcels become developed.

Water will be provided primarily by the City of Broken Arrow which has a 6 inch existing waterline located east of Elm Place.

Sanitary sewer is provided by the City of Broken Arrow. The city has a sanitary sewer line located just north of the site in the Battle Creek development. The capacity of this sewer line should have no problem in handling the development's waste.

Public Service Company of Oklahoma (PSO) furnishes electricity to the entire area. As with the other aforementioned utilities, electric service is available and is located on the south side of Albany and the east side of Elm Place.

Oklahoma Natural Gas (ONG) is the supplier of natural gas to the project. The gas lines with the closest access to the project site are 18 and 24 inch line located approximately ¼ mile south on Elm Place just south of the Broken Arrow Expressway. There is a 4 inch gas line on the south side of Albany west of the Broken Arrow Expressway.



Legend:

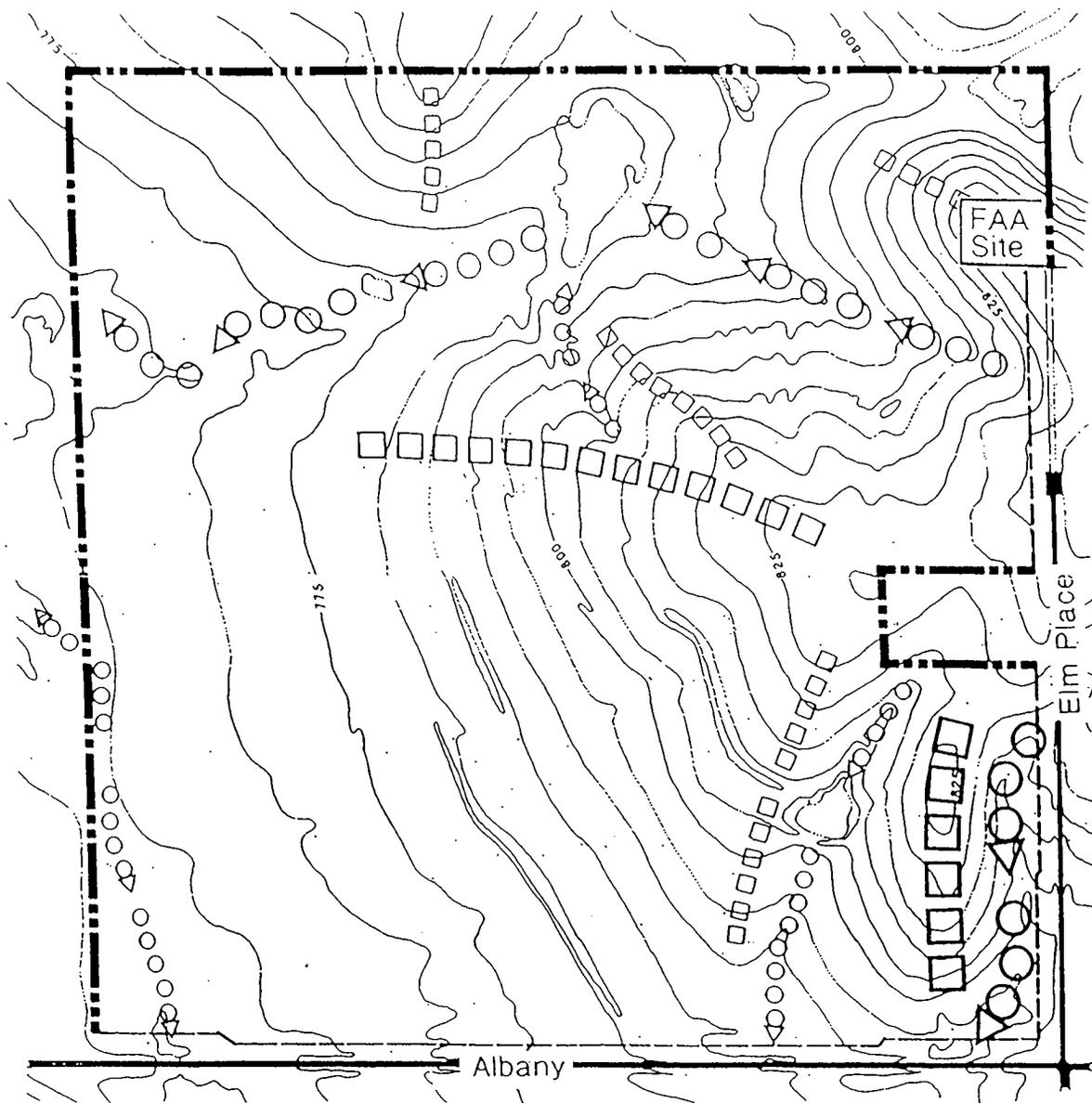
- Electric Line—Public Service of Oklahoma
- Sanitary Sewer Line
- Water Line

Existing Utilities

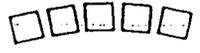
HYDROLOGY ANALYSIS

One of a project's most desirable aesthetic elements can also be on of the more challenging areas to deal with, these areas being the site's ridgelines and drainage ways. While most of the project's ridgelines and drainage ways are not restrictive, from a development point of view, they do function well in helping to define the project's drainage basins as well as specific development areas that will be located throughout the project. The ridgelines assist in determining where roadways and views will be established. In addition to the drainage ways helping to separate and define specific parcels of land, they also help to separate and buffer differing land uses.

Much of the on-site storm water drainage generally flows from east to west: Storm water detention will be provided in accordance with current policies and requirements of the City of Broken Arrow. Specific locations and capacities of these facilities will be determined at the time of platting.



Legend:

- 
Major Ridgeline
- 
Minor Ridgeline
- 
Major Drainageway
- 
Minor Drainageway

Note: Project has no on-site 100 year Floodplain

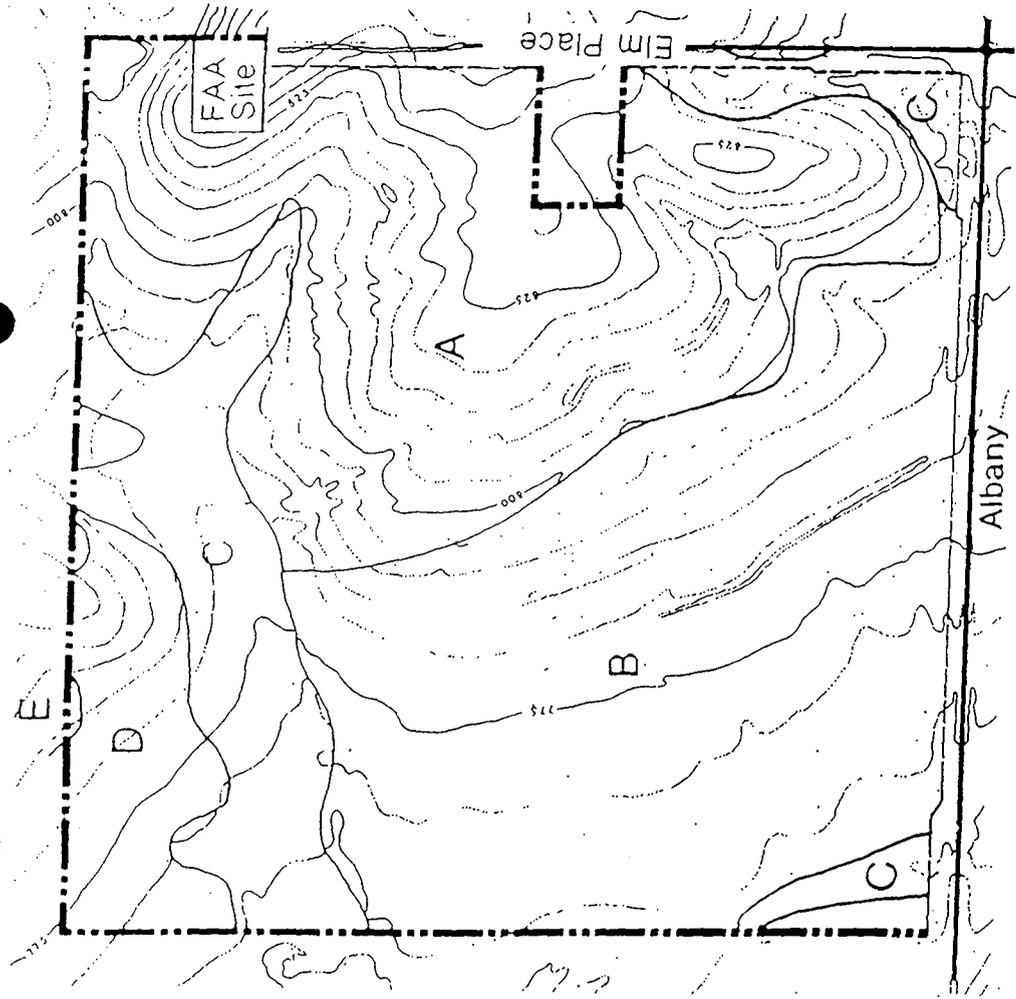
Hydrology Analysis

SOILS ANALYSIS

The soil types found on the Elm Creek site are typical for this part of the state. The bulk of the soil types have some problems with shrink/swell potential and somewhat low strength. In addition there is a certain amount of rock on site that will have to be considered when some areas are developed. These soils should create no unusual developmental problems that are not commonly encountered in most other area developments. Proper structural design will be needed to compensate for the shrink swell potential and low strength. Detailed soil test will need to be performed as parcels become developed.

The specific soil types found on the project are:

- Coweta-Bates complex 2-6% slopes
- Dennis-Carytown complex 1-3% slopes
- Dennis-Radley complex 0-12% slopes
- Niotaze-Darnell complex 3-15% slopes
- Okemah silt loam 0-1% slopes



Legend:

- A Coweta-Bates Complex, 2-6% Slopes
- B Dennis-Carytown Complex, 1-3% Slopes
- C Dennis-Radley Complex, 0-12% Slopes
- D Notaze-Dameil Complex, 3-15% Slopes
- E Okemah Silt Loam, 0-1% Slopes

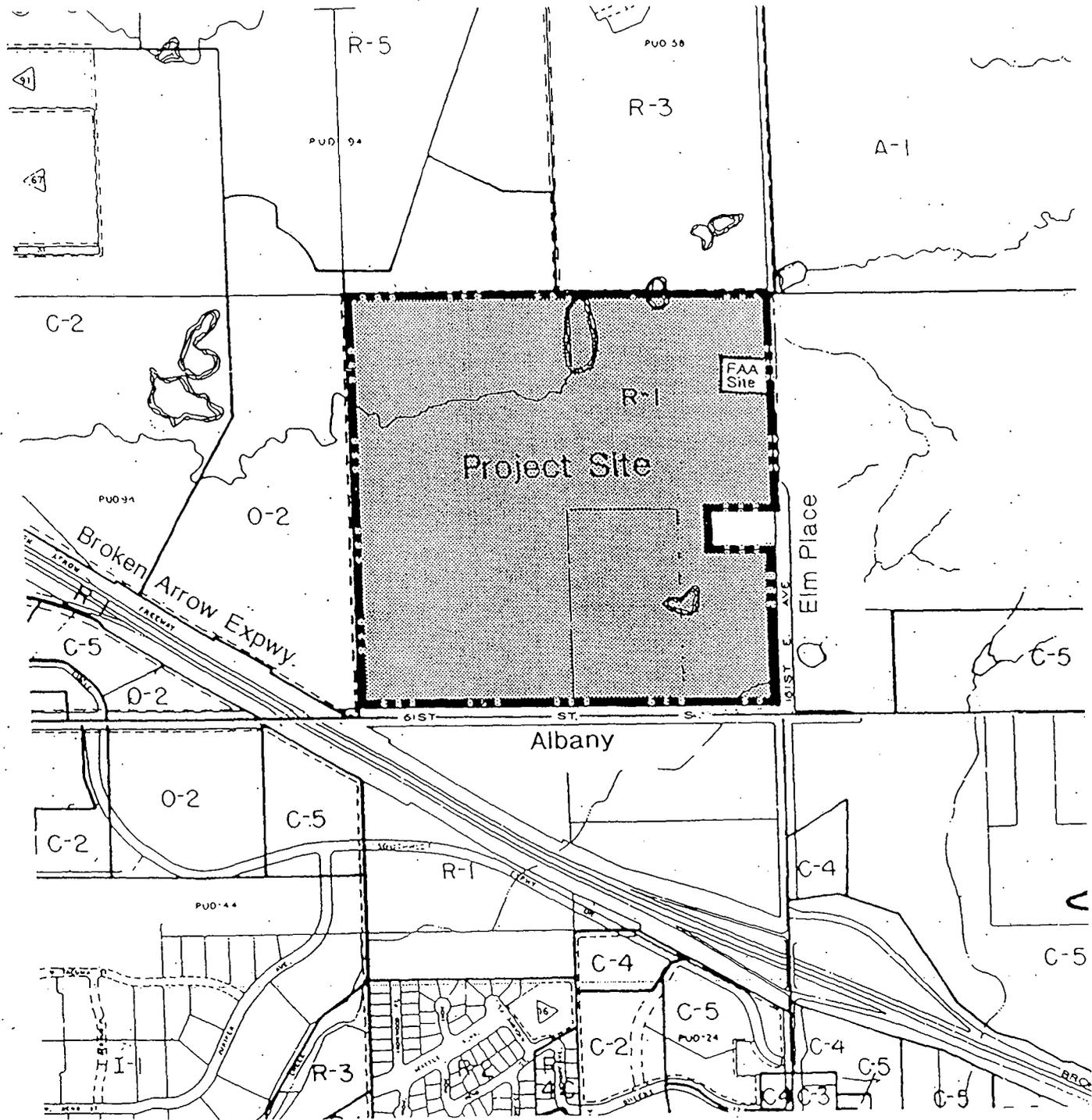
Soils Analysis

SURROUNDING ZONING ANALYSIS

The Broken Arrow Comprehensive Plan shows the Elm Creek PUD area to have three Land Use Intensity Classifications: Level 2 – Urban Residential, in the northern half of the property; Level 3 – Transition Area, in the west central portion of the development; and Level 6 – Regional Employment/Commercial, in the south half of the PUD. The vast majority of the land south, east and west of Elm Creek has Level 3 – Transition Area, and Level 6 – Regional Employment/Commercial land use intensity classifications.

The Elm Creek project site is located in an area of Broken Arrow that has a variety of zoning types in very close proximity. These zoning districts span the spectrum from the least intense land use, A-1, to one of the most intense, C-5. While there are various residential zoning districts located contiguous to portions of the property, the most predominant zoning classification in the immediate area is office (O-2) and commercial (C-5).

As some of the residentially zoned, undeveloped land around the PUD becomes developed, it is felt that some of these areas will be rezoned into higher intensity non-residential land uses. The fact that this area is a highly traveled section in Broken Arrow, with the Broken Arrow Expressway situated contiguously to the southwest corner of the PUD, it seems logical that the area will continue to develop with highway corridor type land uses and zoning districts.



Surrounding Zoning

NTS

DEVELOPMENT STANDARDS

PARCEL 1: *Office, Commercial, Shopping, Hotel/Conference Center*(Tracts A, B, C and D)
Parcel 1 shall be governed by the use and development regulations of the C-5 Zoning District except as follows:

The following uses are not permitted in Parcel 1:

- Agricultural implements, sales, repair and service
- Amusement Park
- Armored car service, office and garage
- Auctioneer Auditorium
- Auctioneer Office
- Baseball Park
- Bingo Hall/Parlor
- Armory
- Concrete and cement product sales
- Concrete and cement retail (small scale)
- Construction company office with storage and equipment
- Delivery service department/warehouse
- Drygoods and apparel wholesale
- Equipment rental (general light and used equipment)
- Fence sales
- Firewood Retail
- Furniture cleaning, repair and restoration
- Golf driving range
- Miniature golf (indoors/outdoors)
- Kennel and animal training
- Lawn and garden maintenance and installation service
- Machine shop
- Machinery rental
- Min-storage
- Monument sales, including incidental processing but not shaping
- Motor freight terminal
- Open air/flea market
- Recreation vehicles, manufacture and storage
- Sexually oriented businesses
- Souvenirs
- Roadside stand
- Theater, motion picture (drive-in)
- Tractor rental (heavy equipment)
- Trailer rental
- All wholesales uses
- Outdoor storage of non-retail equipment

- Minimum Internal Landscaped Open Space* 15%
- Minimum Building Setbacks:
 - Rear Yards 30 ft.
 - Side Yards 20 ft. minimum for fire lane
- Minimum internal landscaped open space 15% of the net lot area of each lot

*Required internal landscaped open space shall include perimeter landscaping within the development area boundaries, parking islands and landscape plazas, but shall exclude walkways which solely provide minimum pedestrian circulation.

*Applicants submitting site plans to the Broken Arrow Planning Commission shall show the amount and percentages of landscaped open space provided on site.

Sign Standards:

All signs will conform to Article IX of the Zoning Ordinance for the City of Broken Arrow, Oklahoma. Signs on lots containing less than 2.5 acres shall not exceed 14 feet in height. All signs shall have a monument base. No portable signs or banners of any type shall be allowed.

Lighting:

Exterior lighting shall be located outside all utility easements. On lots containing less than 2.5 acres, the top of the light shall not be higher than 16 feet above the parking lot surface. All exterior lights shall be designed so that no light extends beyond the property lines, and light on light poles will be shielded. Lighting plan shall be submitted to and approved by the Planning Department prior to installation.

Landscaping:

Landscaping will be provided in Parcel 1 in accordance with Article VIII, Section 19 of the City of Broken Arrow Zoning Ordinance except as follows:

- A landscape area of at least 20 feet in width shall be provided along Albany Street and along Elm Place. In this landscape area, at least 1 tree shall be planted per 40 lineal feet of frontage.
- Where Parcel 1 directly abuts Parcel 2, a landscaped edge of at least 20 ft. shall be provided. In this 20 ft wide open space area, at least one tree shall be provided for every 25 linear feet. At least 50% of the trees shall be evergreens.

Buffer:

Parcel 1 shall have a 30 ft. perimeter buffer on the west and south sides of the out parcel that fronts onto Elm Place as long as it remains a single-family use.

Other Requirements:

Detailed site plans will be submitted for each development area consistent with the concepts and development standards set forth above. Additional requirements or modifications may be established by the City of Broken Arrow Planning Commission and the Broken Arrow City Council pursuant to its review of the detailed site plan of each development area.

DEVELOPMENT STANDARDS

Parcel 2: Single-Family Detached Dwellings
(Tract E)

Single-family detached structures intended for individual lot ownership. Parcel 2 shall be governed by the use and development regulations of the R-3 zoning district except as follows:

- Maximum Number of Dwelling Units..... 290
- Corner Lot Minimum Side yard on Non-Collector Streets
with limit of no access 20 ft.
- Corner lot minimum side yard on an non collector streets
with access 25 ft.
- Minimum Lot Frontage* 60 ft. (at building line)
- Minimum Lot Depth..... 110 ft.
- Minimum Rear Yard..... 20 ft.
- Minimum Side Yard..... 5/5 ft.
- Minimum Lot Frontage at R.O.W. for Pie Shaped
Or Flag Lots..... 30 ft. at R.O.W.

Other Requirements:

A preliminary and final plat will be submitted for the residential development areas that are consistent with the concepts and development standards set forth above. Additional requirements or modifications may be established by the City of Broken Arrow Planning Commission and the Broken Arrow City Council pursuant to their review.

*On cul-de-sacs, pie shaped lots may have a less than minimum frontage measured at building lines, but will not be less 40 feet wide measured at the building line. Average lot width, measured halfway between the front and rear lot lines will be a minimum of 60 feet.

LANDSCAPING

The landscaping plans for Elm Creek will achieve unity throughout the Planned Unit Development as well as provide an attractive view of the project from surrounding streets and neighborhoods. Areas for storm water drainage and detention will be landscaped to provide areas of visual interest. All landscaping at Elm Creek will be done in accordance with Article VIII, Section 19 of the City of Broken Arrow Zoning Ordinance.

In addition, trees shall be planted along collector streets as tracts become developed that front and/or border the collector street. The number of trees required along the collector street shall be the same as that required along an arterial street in the Zoning Ordinance.

Prior to the issuance of an occupancy permit for a development area, plant materials and any required screening fences shall be installed in conformity with a detailed landscape plan which has been submitted to and approved by the Broken Arrow Planning Commission.

PROPERTY OWNERS' ASSOCIATION

There will be several property owners' associations established at Elm Creek. These different property owners' associations will be based on each individual tract land use. There will be a residential property owners' association that will have as its main objectives the maintenance of the storm water drainage and detention areas as well as entryways into the residential areas, buffers and center islands. These areas will be landscaped with berms and assorted plant materials by the developer and turned over the appropriate property owners' association for maintenance.

The non-residential land uses at Elm Creek (i.e., office, commercial, hotel/conference) will have separate property owners associations with similar responsibilities as the other property owners associations within Elm Creek. Land users for these tracts will be responsible for the proper installation of the required landscaping materials. In any areas where differing land uses join together, the possibility of a joint organization between the differing land uses to maintain any landscaped areas will need to be analyzed and delineated in the covenants and filed with the final plat.

In the event any of the associations fail to maintain the storm water drainage and detention facilities in accordance with the approved plan, the City of Broken Arrow will have the right to maintain these areas and bill the appropriate Elm Creek Community development property owners' association for the cost.

Final documents on the property owners' association at the Elm Creek Community development will be filed with the final plat and will include the maintenance responsibilities and other specific rights and requirements for association members.

SITE PLAN REVIEW

No Building permit shall be issued for the construction of buildings within Elm Creek other than for single-family residential structures in Tract E, until a detailed site plan of the development area has been submitted to and approved by the City of Broken Arrow Planning Commission as being in compliance with the Development Concept and the Development Standards.

PLATTING REQUIREMENT

No building permit shall be issued until the property has been included within a subdivision plat submitted to and approved by the City of Broken Arrow Planning Commission and the Broken Arrow City Council and duly filed of record, provided however, that development areas may be platted separately. Restrictive covenants shall be established implementing of record the planned unit development standards, and the City of Broken Arrow shall be made a beneficiary thereof.

EXPECTED SCHEDULE OF DEVELOPMENT

Development of the Elm Creek Community is anticipated to commence late in 2004 or early 2005 after approval of the first plat and letting of development contracts.



P.U.D. #130A

PLAT No.
5988

Stone Wood Crossing II

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING
 A SUBDIVISION OF A PART OF THE SE/4 OF SECTION THIRTY-FOUR (34),
 TOWNSHIP 19 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

BACKFLOW PREVENTER VALVE TABLE

BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	793.00	U	792.86	5	16	775.00	26	772.05
2	1	790.00	S	791.64	5	17	776.00	LH e	774.41
2	2	789.00	R	791.08	5	18	777.00	LH e	774.41
2	3	787.00	R	791.08	5	19	774.00	LH c	772.05
2	4	786.00	R	791.08	5	20	774.00	LH c	772.05
2	5	784.00	R	791.08	5	21	774.00	22	772.05
2	6	783.00	Q	784.66	5	22	774.00	22	772.05
2	7	781.00	Q	784.66	5	23	774.00	22	772.05
3	1	787.00	31	782.32	5	24	774.00	LH d	772.40
3	2	787.00	31	782.32	5	25	773.00	21	772.05
3	3	786.00	31	782.32	5	26	773.00	21	772.05
3	4	786.00	30	782.65	5	27	773.00	20	772.05
3	5	784.00	30	782.65	5	28	773.00	19	772.05
3	6	783.00	30	782.65	5	29	771.00	19	772.05
3	7	781.00	29	778.48	5	30	771.00	9	763.79
3	8	780.00	29	778.48	5	31	771.00	8	768.37
3	9	780.00	28	776.64	5	32	771.00	8	768.37
3	10	778.00	28	776.64	5	33	772.00	7	769.13
3	11	778.00	28	776.64	5	34	772.00	18	770.43
3	12	779.00	29	778.48	5	35	773.00	LH b	771.00
3	13	780.00	29	778.48	5	36	772.00	18	770.43
3	14	781.00	30	782.65	5	37	773.00	6	768.18
3	15	782.00	30	782.65	5	38	774.00	5	770.94
3	16	783.00	30	782.65	5	39	775.00	5	770.94
3	17	784.00	31	782.32	5	40	779.00	5	770.94
3	18	785.00	31	782.32	6	1	779.00	N	780.73
3	19	779.00	LH a	778.40	6	2	782.00	47	781.20
3	20	778.00	LH a	778.40	6	3	782.00	47	781.20
3	21	777.00	17	775.90	6	4	783.00	48	785.39
3	22	776.00	17	775.90	6	5	784.00	48	785.39
3	23	775.00	17	775.90	6	6	789.00	48	785.39
3	24	773.00	17	775.90	6	7	791.00	LH k	785.43
3	25	773.00	16	771.26	6	8	789.00	LH k	785.43
3	26	771.00	16	771.26	6	9	786.00	48	785.39
3	27	771.00	15	769.24	6	10	782.00	47	781.20
3	28	771.00	15	769.24	6	11	782.00	42	781.10
4	1	775.00	LH g	772.16	6	12	782.00	43	781.10
4	2	774.00	35	772.16	6	13	783.00	44	781.10
4	3	774.00	35	772.16	6	14	783.00	45	782.05
4	4	774.00	38	772.99	6	15	785.00	LH j	786.35
4	5	775.00	39	773.15	6	16	788.00	LH j	786.35
4	6	775.00	39	774.42	6	17	786.00	46	782.05
4	7	776.00	39	774.42	6	18	786.00	46	782.05
4	8	777.00	39	774.42	6	19	786.00	LH i	782.05
4	9	776.00	38	773.15	6	20	786.00	V	782.07
4	10	776.00	35	772.99	6	21	787.00	V	782.07
4	11	776.00	36	773.72	6	22	791.00	49	793.30
4	12	777.00	37	774.65	6	23	793.00	49	793.30
4	13	777.00	LH f	775.51	6	24	794.00	49	793.30
4	14	778.00	LH f	775.51	6	25	799.00	H	797.00
4	15	777.00	LH f	775.51	6	26	799.00	H	797.00
4	16	777.00	37	774.65	6	27	797.00	G	804.50
4	17	776.00	37	774.65	6	28	795.00	G	804.50
4	18	775.00	36	773.72	6	29	793.00	G	804.50
4	19	775.00	36	773.72	6	30	790.00	G	804.50
5	1	769.00	13	765.31	6	31	788.00	F	788.50
5	2	769.00	13	765.31	6	32	788.00	LH h	782.56
5	3	769.00	13	765.31	6	33	786.00	LH h	782.56
5	4	769.00	12	766.02	6	34	782.00	40	781.10
5	5	769.00	12	766.02	6	35	780.00	40	781.10
5	6	770.00	11	766.58	6	36	779.00	40	781.10
5	7	770.00	11	766.58	6	37	781.00	40	781.10
5	8	772.00	23	772.11	6	38	784.00	LH h	782.56
5	9	773.00	23	772.11	6	39	785.00	F	788.50
5	10	773.00	24	772.13	6	40	783.00	E	784.00
5	11	773.00	25	772.05	6	41	783.00	D	784.24
5	12	774.00	25	772.05	6	42	777.00	K	774.86
5	13	774.00	25	772.05	6	43	776.00	K	774.86
5	14	774.00	25	772.05	6	44	777.00	J	773.86
5	15	774.00	26	772.05	6	45	779.00	J	773.86

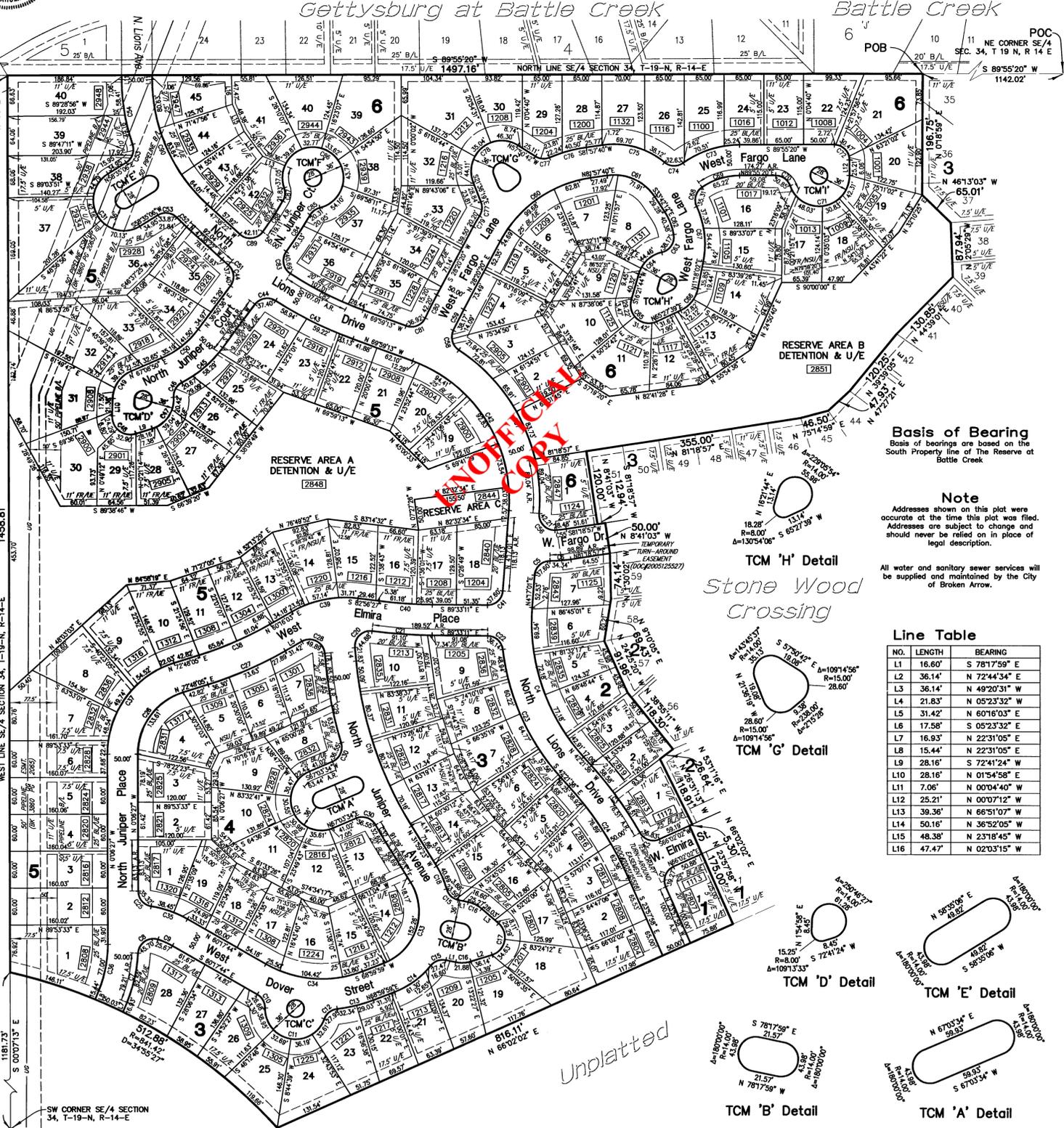
IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

* REQUIRES BACKFLOW PREVENTER VALVE.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE ONSITE DETENTION FACILITY AS SHOWN IN THE "NO EXCEPTIONS TAKEN" ENGINEERING PLANS IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-52504-29.

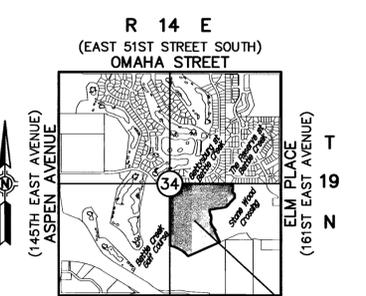


Battle Creek Golf Course (Unplatted)



- Legend**
- B/L BUILDING LINE
 - U/E UTILITY EASEMENT
 - BL/UE BUILDING LINE & UTILITY EASEMENT
 - NSU/E NON-STANDARD UTILITY EASEMENT
 - FR/UE FENCE RESTRICTION & UTILITY EASEMENT
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - TCM TRAFFIC CONTROL MEDIAN
 - AR ACCESS RESTRICTED PER PUD 130A
 - 13255 STREET ADDRESS

Scale: 1"=100'
 0 50 100 200



Curve Table

NO.	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	36.83'	25.00'	84°24'00"
C3	135.00'	605.00'	124°37'38"
C4	264.58'	325.00'	46°38'37"
C5	37.60'	25.00'	86°11'02"
C6	34.34'	215.00'	09°09'06"
C7	82.59'	245.00'	19°18'48"
C8	45.70'	25.00'	104°44'05"
C9	25.67'	125.00'	11°45'55"
C10	26.68'	25.00'	61°08'50"
C11	140.46'	50.00'	160°57'16"
C12	27.95'	25.00'	64°03'58"
C13	61.37'	235.00'	14°57'49"
C14	73.95'	140.00'	30°15'50"
C15	27.47'	25.00'	62°57'52"
C16	25.27'	50.00'	28°57'27"
C17	63.92'	30.00'	122°05'05"
C18	40.69'	140.00'	16°39'16"
C19	285.49'	615.00'	28°35'51"
C20	44.88'	25.00'	102°50'46"
C21	98.44'	805.00'	07°00'25"
C22	36.14'	25.00'	82°49'09"
C23	233.17'	375.00'	35°37'35"
C24	178.17'	555.00'	18°23'38"
C25	35.32'	25.00'	80°57'31"
C26	133.61'	105.00'	72°54'32"
C27	137.82'	630.00'	12°32'03"
C28	49.89'	25.00'	114°20'26"
C29	131.25'	665.00'	11°18'30"
C30	36.55'	25.00'	83°45'36"
C31	157.08'	50.00'	180°00'00"
C32	32.60'	665.00'	02°48'32"
C33	158.63'	90.00'	100°59'22"
C34	163.72'	185.00'	50°42'17"
C35	63.44'	175.00'	20°46'13"
C36	77.00'	195.00'	22°37'32"
C37	197.24'	155.00'	72°54'32"
C38	126.88'	580.00'	12°32'03"
C39	112.37'	175.00'	36°47'30"
C40	87.13'	755.00'	06°36'44"
C41	37.60'	25.00'	86°09'48"
C42	311.00'	240.00'	74°16'15"
C43	141.29'	645.00'	12°33'02"
C44	37.40'	25.00'	85°43'13"
C45	88.26'	195.00'	25°56'01"
C46	29.09'	25.00'	66°40'34"
C47	66.84'	50.00'	76°35'21"
C48	57.19'	30.00'	109°13'33"
C49	56.93'	50.00'	65°15'53"
C50	76.69'	145.00'	30°18'14"
C51	13.93'	645.00'	01°14'15"
C52	21.84'	325.00'	03°51'03"
C53	33.87'	25.00'	77°37'35"
C54	107.57'	325.00'	18°57'49"
C55	18.48'	165.00'	06°25'02"
C56	42.21'	25.00'	96°44'49"
C57	311.49'	290.00'	61°32'31"
C58	36.03'	25.00'	82°34'46"
C59	38.17'	775.00'	02°49'18"
C60	187.18'	200.00'	53°37'19"
C61	89.83'	80.00'	64°20'09"
C62	40.38'	95.00'	24°21'12"
C63	38.17'	25.00'	87°29'25"
C64	53.91'	50.00'	61°46'42"
C65	68.54'	30.00'	130°54'06"
C66	47.26'	50.00'	54°09'37"
C67	91.79'	145.00'	36°16'12"
C68	35.31'	25.00'	80°55'09"
C69	65.22'	110.00'	33°58'21"
C70	30.85'	25.00'	70°42'50"
C71	140.29'	50.00'	160°45'22"
C72	39.25'	25.00'	89°57'28"
C73	98.37'	160.00'	35°13'37"
C74	32.63'	25.00'	74°47'13"
C75	107.82'	130.00'	47°31'16"
C76	62.74'	250.00'	14°22'46"
C77	23.81'	25.00'	54°34'24"
C78	125.45'	50.00'	143°45'37"
C79	20.20'	250.00'	04°37'44"
C80	42.20'	825.00'	02°55'51"
C81	36.92'	25.00'	84°36'17"
C82	133.45'	595.00'	12°51'02"
C83	40.69'	25.00'	93°15'00"
C84	71.28'	725.00'	05°37'59"
C85	20.31'	25.00'	48°32'56"
C86	241.15'	50.00'	278°19'56"
C87	21.83'	25.00'	50°01'56"
C88	60.23'	675.00'	05°06'43"
C89	42.11'	25.00'	96°31'09"
C90	228.28'	275.00'	47°33'42"

Basis of Bearing
 Basis of bearings are based on the South Property line of the Reserve at Battle Creek

Note
 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.

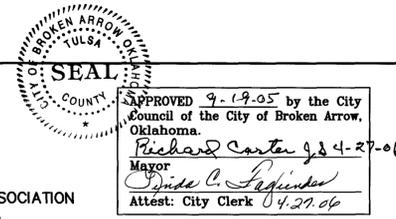
All water and sanitary sewer services will be supplied and maintained by the City of Broken Arrow.

Line Table

NO.	LENGTH	BEARING
L1	16.60'	S 78°17'59" E
L2	36.14'	N 72°44'34" E
L3	36.14'	N 49°20'31" W
L4	21.83'	N 05°23'32" W
L5	31.42'	N 60°16'03" E
L6	17.58'	S 05°23'32" E
L7	16.93'	N 22°31'05" E
L8	15.44'	N 22°31'05" E
L9	28.16'	S 72°41'24" W

Deed of Dedication

Stone Wood Crossing II



STONE WOOD CROSSING II PUD # 130A DEED OF DEDICATION

ROLAND INVESTMENTS, LTD., AN OKLAHOMA CORPORATION (THE "DEVELOPER"), BEING SOLE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4), SECTION 34, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 34; THENCE S 89°55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1142.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1497.16 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S 00°07'13" E AND ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1458.81 FEET; THENCE S 77°25'51" E A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°55'27" AND A RADIUS OF 841.42 FEET FOR AN ARC LENGTH OF 512.88 FEET; THENCE N 68°02'02" E A DISTANCE OF 816.11 FEET; THENCE N 23°57'58" W A DISTANCE OF 175.00 FEET; THENCE N 66°02'02" E A DISTANCE OF 5.30 FEET; THENCE N 26°31'13" W A DISTANCE OF 118.91 FEET; THENCE N 53°11'16" E A DISTANCE OF 26.64 FEET; THENCE N 38°55'11" W A DISTANCE OF 118.30 FEET; THENCE N 24°25'20" W A DISTANCE OF 91.98 FEET; THENCE N 09°10'05" E A DISTANCE OF 69.43 FEET; THENCE N 01°30'02" W A DISTANCE OF 74.14 FEET; THENCE N 08°41'03" W A DISTANCE OF 50.00 FEET; THENCE S 81°18'57" W A DISTANCE OF 12.94 FEET; THENCE N 08°41'03" W A DISTANCE OF 120.00 FEET; THENCE N 81°18'57" W A DISTANCE OF 355.00 FEET; THENCE N 75°14'59" E A DISTANCE OF 46.50 FEET; THENCE N 47°27'21" E A DISTANCE OF 47.93 FEET; THENCE N 39°39'05" E A DISTANCE OF 120.25 FEET; THENCE N 44°39'01" E A DISTANCE OF 130.85 FEET; THENCE N 02°05'29" W A DISTANCE OF 87.94 FEET; THENCE N 46°13'03" W A DISTANCE OF 65.01 FEET; THENCE N 01°8'59" E A DISTANCE OF 196.75 FEET; TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,885,872.34 SQUARE FEET OR 43.293 ACRES.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED STONE WOOD CROSSING II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

SECTION I STREETS, EASEMENTS AND UTILITIES

1. PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT FOR SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM SEWER DRAINAGE, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAY FOR THE USES AND PURPOSES THEREOF.

2. UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

B. TELEPHONE LINES AND CABLE TELEVISION CABLES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE 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 SAID HOUSE.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SO INSTALLED BY IT.

D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNERS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION FACILITIES. THE UTILITY COMPANIES (ELECTRIC, TELEPHONE, COMMUNICATION, OR CABLE FACILITIES) SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS LINES, AND FACILITIES, BUT THE OWNERS OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR HIS CONTRACTORS. THE CITY OF BROKEN ARROW, OKLAHOMA, OR CABLE TELEVISION SHALL HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING AND REPLACING ANY PORTION OF THE UNDERGROUND UTILITY. THE FOREGOING COVENANTS CONCERNING ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SHALL BE ENFORCEABLE BY THE UTILITY COMPANIES AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

3. GAS SERVICE

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

B. 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.

C. 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.

D. 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.

E. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

F. 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.

4. WATER, SANITARY SEWER AND STORM SEWER. THE OWNERS OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNERS LOT, WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING ON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED, WITHIN THE DEPICTED UTILITY EASEMENT AREA, 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 APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER AT THE OWNER'S EXPENSE.

5. WATER AND SANITARY SEWER. THE CITY OF BROKEN ARROW (THE "CITY") SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC SANITARY SEWER FACILITIES OR PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE CITY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER AND SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

6. LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER SYSTEM, STORM DRAINAGE, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAY OR DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAY, THE ADVERSELY AFFECTED UTILITY COMPANY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

7. FENCING RESTRICTION IN ORDER TO MAINTAIN THE AESTHETICS OF THE OPEN SPACE WITHIN RESERVE 'A' AND RESERVE 'B', AND PROTECT TREES PLANTED IN ACCORDANCE WITH THE U.S. ARMY CORPS OF ENGINEERS 404 PERMIT, A FENCING RESTRICTION DEPICTED ON THE PLAT AS "R/UE" WILL BE IMPOSED ON LOTS 25-30 BLOCK 5, LOTS 10-16 BLOCK 5, LOT 13 BLOCK 6 AND LOTS 17-18 BLOCK 6. THE OWNERS OF THESE LOTS WILL NOT BE ALLOWED TO CONSTRUCT A FENCE CLOSE TO THE RESERVE AREAS 'A' AND 'B' THAN THE "R/UE" LINES AS SHOWN ON THE FACE OF PLAT.

8. HOME OWNER'S ASSOCIATION

A. INCLUSION IN HOME OWNERS ASSOCIATION. AS PART OF THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE STONE WOOD CROSSING HOME OWNERS ASSOCIATION, INC. AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"). THE MAIN OBJECTIVE OF THE ASSOCIATION IS THE MAINTENANCE OF THE LANDSCAPED ENTRANCES, AND OTHER LANDSCAPE BUFFERS AND ISLANDS. THE DEVELOPER MAY PERMIT OTHER ADJACENT PROPERTY OWNERS, E.G. OWNERS OF LOTS IN FUTURE ADDITIONS OF STONE WOOD CROSSING II OR OWNERS OF OTHER TRACTS WITHIN THE ELM CREEK COMMUNITY DEVELOPMENT P.U.D., ETC., TO BECOME MEMBERS OF THE ASSOCIATION AND/OR TO ENJOY ANY PORTION OF THE PARK AREAS THAT MAY BE CREATED.

B. BINDING EFFECTS: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE WOOD CROSSING.

D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ADDITION, FINAL DOCUMENTS ON THE ASSOCIATION WILL BE FILED WITH THE FINAL PLAT AND INCLUDE THE MAINTENANCE AGREEMENT AND OTHER SPECIFIC RIGHTS AND REQUIREMENTS FOR ASSOCIATION MEMBERS.

E. RESERVE AREAS 'A' AND 'B' (OPEN SPACE, STORM WATER DETENTION, AND UTILITIES): 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 DOES HEREBY DEDICATE TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THE AREAS WITHIN RESERVE 'A' AND 'B' DEPICTED ON THE PLAT FOR THE PURPOSES OF PERMITTING FLOW, CONVEYANCE, DETENTION, DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN STONE WOOD CROSSING II, AND FOR THE PURPOSES OF PERMITTING FLOW, CONVEYANCE, DETENTION, DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN STONE WOOD CROSSING II, PROVIDED HOWEVER, THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN LANDSCAPING, HARDSCAPING AND OTHER IMPROVEMENTS WHICH DO NOT INTERFERE WITH THE INTENDED DRAINAGE AND DETENTION FUNCTIONS.

DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE 'A' AND 'B' SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE 'A' AND 'B' SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III (HEREINAFTER THE "HOMEOWNERS' ASSOCIATION"). MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE HOMEOWNERS' ASSOCIATION AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

1. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND LITTER.
2. THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT TO EXCEED 2 WEEKS.
3. DETENTION AND DRAINAGE FACILITIES SHALL BE MAINTAINED IN GOOD OPERATING CONDITION.
4. THE BANKS OR SIDE SLOPES OF LAKE IMPOUNDMENTS SHALL BE MAINTAINED SUFFICIENTLY TO PREVENT EROSION.
5. THE GRADES OF THE DETENTION EASEMENT AREAS EXISTING UPON COMPLETION OF THE DETENTION AND DRAINAGE FACILITIES SHALL NOT BE ALTERED.

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

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 "STONE WOOD CROSSING II", PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO A PRO RATA AMOUNT DETERMINED BY A DENOMINATOR EQUAL TO THE NUMBER OF RESIDENTIAL LOTS WITHIN "STONE WOOD CROSSING II" WHICH ARE SERVED BY THE DETENTION FACILITY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED.

F. USE OF RESERVE AREA 'C': THE USE OF RESERVE AREA 'C' DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING, LANDSCAPING, UTILITIES AND/OR

CLUBHOUSE, RECREATION AREA 'C' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION FOR MAINTENANCE AND USE.

G. TRAFFIC CONTROL MEDIANS 'A' THROUGH 'I': THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIANS 'A' THROUGH 'I', PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH WITHIN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING, UTILITIES AND SIGNAGE WITH TRAFFIC CONTROL MEDIANS 'A' THROUGH 'I'. THE HOLDER OF THE RESERVED EASEMENT, THE OWNER/DEVELOPER OR THE HOMEOWNERS' ASSOCIATION, AS THE CASE MAY BE, HEREBY CONVEYANTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIANS 'A' THROUGH 'I' AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

H. ACCESS RESTRICTIONS: NO ACCESS SHALL BE ALLOWED ALONG STREET FRONTAGE IN WHICH THE BUILDING LINE SETBACK IS LESS THAN 25 FEET.

9. PUD 130A DEVELOPMENT STANDARDS (STONE WOOD CROSSING ENTIRELY WITHIN TRACT E OF PUD 130A)

PARCEL 2: SINGLE-FAMILY DETACHED DWELLINGS (TRACT E)

SINGLE-FAMILY DETACHED STRUCTURES INTENDED FOR INDIVIDUAL LOT OWNERSHIP. PARCEL 2 SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF THE R-3 ZONING DISTRICT EXCEPT AS FOLLOWS:

MAXIMUM NUMBER OF DWELLING UNITS 290

CORNER LOT MINIMUM SIDE YARD ON NON-COLLECTOR STREETS 20/25 FT. IF SIDE LOADED GARAGE

MINIMUM LOT FRONTAGE* 60 FT. (AT BUILDING LINE)

MINIMUM LOT DEPTH 110 FT.

MINIMUM REAR YARD 20 FT.

MINIMUM SIDE YARD 5/5 FT.

MINIMUM LOT FRONTAGE AT R.O.W. FOR PIE SHAPED OR FLAG LOTS 30 FT. AT R.O.W.

*ON CUL-DE-SACS, PIE SHAPED LOTS MAY HAVE A LESS THAN MINIMUM FRONTAGE MEASURED AT BUILDING LINES, BUT WILL NOT BE LESS THAN 40 FEET WIDTH MEASURED AT THE BUILDING LINE. AVERAGE LOT WIDTH, MEASURED HALFWAY BETWEEN THE FRONT AND REAR LOT LINES WILL BE A MINIMUM OF 60 FEET.

10. ARCHITECTURAL REVIEW COMMITTEE

THERE WILL BE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE. THIS COMMITTEE WILL CONSIST OF MEMBERS APPOINTED BY THE OWNERS FROM THEIR STAFF. THE DEVELOPMENT OF STONE WOOD CROSSING II SHALL BE SUCH THAT MEMBERSHIP IS TRANSFERRED DIRECTLY TO THE STONE WOOD CROSSING II. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO THE SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, OKLAHOMA SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREBY BY JUDGEMENT OR OTHER ACTION SHALL NOT EFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THE BUILDING ELEVATIONS FOR HOMES, OFFICES AND BUSINESSES WILL BE DESIGNED TO EXPRESS INDIVIDUALITY WITHIN A DEVELOPMENT AREA WHILE SIMULTANEOUSLY MAINTAINING THE OVERALL CHARACTER OF THE COMMUNITY. CAREFUL ATTENTION TO ALL ASPECTS OF THE BUILDING DESIGNS WILL BE STUDIED TO CREATE THE INDIVIDUALITY DESIRED. SOME OF THE BUILDING ELEMENTS TO BE STUDIED INCLUDE ROOFS, WALLS, OPENINGS, FOUNDATIONS, CHIMNEY MATERIALS, PATIOS AND DECKS. EVEN THOUGH BUILDING APPEARANCE WILL VARY THROUGHOUT THE DEVELOPMENT, CONTINUITY WILL BE PROVIDED THROUGH THE UTILIZATION OF ADDITIONAL ARCHITECTURAL AND NON-ARCHITECTURAL ELEMENTS SUCH AS LIGHTING, SIGNAGE, PAVING AND LANDSCAPE PLANT MATERIAL.

SECTION II RESTRICTIVE COVENANTS

A. ALL LOTS IN THE ADDITION SHALL BE RESIDENTIAL LOTS AND SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO STRUCTURE SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON RESIDENTIAL LOT OTHER THAN ONE SINGLE-FAMILY DWELLING. THE OWNER OR HIS DESIGNATED AGENT RESERVES THE RIGHT TO REVIEW AND APPROVE BUILDER'S PLANS PRIOR TO COMMENCING CONSTRUCTION OF ANY SINGLE-FAMILY DWELLING. RESERVES SHALL BE LIMITED TO USE FOR OPEN SPACE, LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III HEREOF.

B. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE, NOR NEARER TO THE SIDE STREET LINE THAN 25 FEET OR THE BUILDING LINES SHOWN ON THE RECORDED PLAT; AND AS ALLOWED ON PUD 130A.

C. NO BUSINESS, TRADE OR ACTIVITY MAY BE CARRIED ON UPON ANY RESIDENTIAL LOT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

D. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS A FLOOR AREA OF LESS THAN 1,500 SQUARE FEET, MEASURED OVER EXTERIOR MASONRY WALLS, EXCLUDING GARAGES AND OPEN PORCHES. NO STRUCTURES SHALL BE ERRECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS AN EXTERIOR WALL CONSTRUCTED OF LESS THAN 25% MASONRY OR MASONRY VENEER. DOORS, WINDOWS AND GABLE AREAS SHALL BE EXCLUDED IN SAID 25% COMPUTATION. MASONRY MATERIAL TO BE USED ON CONSTRUCTION OF MAIL BOXES.

E. ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES. PROVIDED, HOWEVER THAT SHOULD SUCH ROOFING NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SIMULATING WEATHERED WOOD COLOR MAY BE PERMITTED BY THE ARCHITECTURAL COMMITTEE.

F. NO FENCES SHALL BE INSTALLED ON THE FRONT PORTION OF ANY RESIDENTIAL LOT IN THE ADDITION BETWEEN THE FRONT LINE AND THE BUILDING SETBACK LINE. FENCES ON ANY RESIDENTIAL LOT SHALL NOT BE MORE THAN SIX (6) FEET IN HEIGHT. FENCES SHALL BE WOOD, UNLESS A CHANGE IS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE, WITH THE EXCEPTION OF DECORATIVE FENCES WHICH WILL BE PLACED AROUND ALL RESERVE POND AREAS. THESE FENCES WILL HAVE ONE COMMON TYPE OR STYLE AND SHALL BE SELECTED BY THE DEVELOPER.

G. NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE PLACED OR ERRECTED ON ANY RESIDENTIAL LOT, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE OR CHARACTER BE USED AS A RESIDENCE. NO MODULAR, MANUFACTURED OR MOBILE HOMES SHALL BE PERMITTED IN THIS ADDITION.

H. NO INOPERATIVE VEHICLES OF ANY KIND SHALL BE STORED ON ANY LOT; AND, NO TRAILER, MOTOR HOME, BOAT TRAILER, OR TRAVEL TRAILER SHALL BE LOCATED, PARKED, OR STORED ON ANY STREET OR ON ANY LOT, EXCEPT WHOLLY WITHIN A GARAGE OR APPROPRIATELY SCREENED FROM VIEW FROM ANY STREET, PROVIDED NOTHING HEREIN SHALL PROHIBIT THE PARKING OF CUSTOMARY PASSENGER VEHICLES ON THE SURFACED DRIVEWAY.

I. NO ANIMALS, INCLUDING FOWLS, SHALL BE RAISED, BRED OR KEPT ON ANY RESIDENTIAL LOT AT ANY TIME, EXCEPT THAT NOT MORE THAN TWO (2) OF EACH OF ANY COMMON HOUSEHOLD PET (WHICH ARE NOT USED, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES) MAY BE KEPT. ALL HOUSEHOLD PETS MUST BE KEPT FENCED OR LEASHED.

J. THE DEVELOPERS OF "STONE WOOD CROSSING II" RESERVE THE RIGHT IN THEIR SOLE DISCRETION AND WITHOUT THE JOINER OF ANY OWNER AT ANY TIME SO LONG AS IT IS THE OWNER OF ANY LOT OR ANY PART THEREOF TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS DEVELOPERS AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURT HOUSE OF TULSA COUNTY, OKLAHOMA.

SECTION III HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION. THE OWNER HAS CAUSED SUCH TO BE FORMED THE "STONE WOOD CROSSING II" HOMEOWNERS' ASSOCIATION, INC. (HEREAFTER REFERRED TO AS THE "ASSOCIATION"), A NONPROFIT CORPORATE ENTITY 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 AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "STONE WOOD CROSSING II".

B. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN "STONE WOOD CROSSING II" SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. THE ACCEPTANCE 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 AND EACH SUBSEQUENT OWNER OF A LOT IN "STONE WOOD CROSSING II" BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION, ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER PRIOR TO THE CONVEYANCE OF A LOT WITHIN "STONE WOOD CROSSING II" AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. CERTAIN RIGHTS OF THE ASSOCIATION. SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS TO THE SAME EXTENT AS THE LOT OWNER.

SECTION IV TERM, AMENDMENT AND ENFORCEMENT

A. THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON AND ENFORCEABLE BY THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS BY THE BENEFICIARIES OF THE COVENANTS SET FORTH WITH THE RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, UNTIL JANUARY 01, 2026, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE THE THEN OWNERS OF THE LAND WITHIN "STONE WOOD CROSSING II" IT IS AGREED, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART; PROVIDED HOWEVER SUCH COVENANTS AND RESTRICTIONS MAY BE AMENDED OR MODIFIED AT ANY TIME BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN "STONE WOOD CROSSING II" WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

B. IN THE EVENT THE UNDERSIGNED OR ANY OF ITS SUCCESSORS, GRANTEEES, OR ASSIGNS, OR ANY PERSON CLAIMING SUCCESSORS, GRANTEEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN "STONE WOOD CROSSING II", THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO THE SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, OKLAHOMA SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREBY BY JUDGEMENT OR OTHER ACTION SHALL NOT EFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

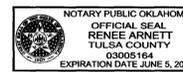
IN WITNESS WHEREOF, ROLAND INVESTMENTS, LTD, AN OKLAHOMA CORPORATION, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION AND RESTRICTIONS THIS 13th DAY OF APRIL, 2006.

BY: 
PHIL ROLAND, PRESIDENT
ROLAND INVESTMENTS, LTD.
AN OKLAHOMA CORPORATION

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 13th DAY OF APRIL, 2006, PERSONALLY APPEARED PHIL ROLAND, 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.




NOTARY PUBLIC: RENEE ARNETT # 03005164
MY COMMISSION EXPIRES:
JUNE 5, 2007

CERTIFICATE OF SURVEYOR

I, ALAN C. HALL, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS STONE WOOD CROSSING II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS TO THE BEST OF MY KNOWLEDGE A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT OF SURVEY MEETS OR EXCEEDS 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.

WITNESS MY HAND AND SEAL THIS 13th DAY OF APRIL, 2006.

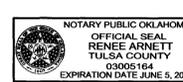



ALAN C. HALL
PROFESSIONAL LAND SURVEYOR # 1283

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 13th DAY OF APRIL, 2006, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.




NOTARY PUBLIC: RENEE ARNETT # 03005164
MY COMMISSION EXPIRES:
JUNE 5, 2007