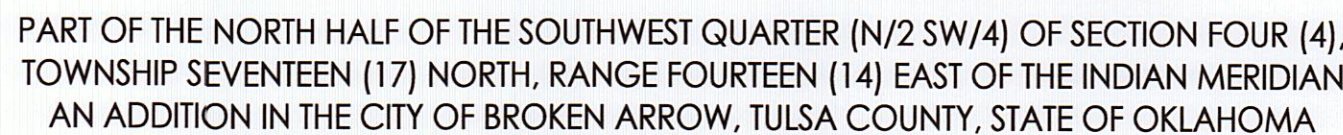
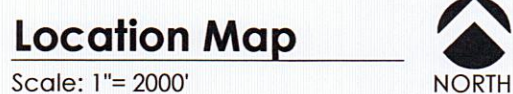
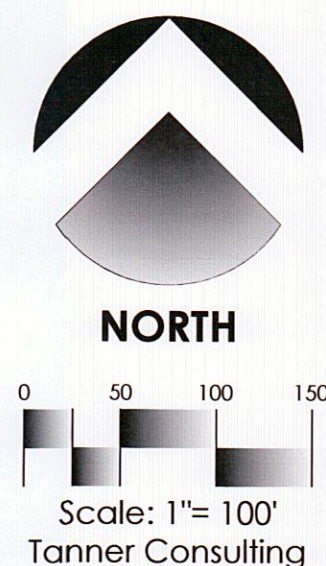


1. THIS PLAN MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAPS STAMPED "TANNER RS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3503), NORTH AMERICAN DATUM 1983 [NAD83].
4. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH OLIVE AVENUE (S. 129TH E. AVE.) RIGHT-OF-WAY IS DEDICATED BY THIS PLAT.
5. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. AN ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.
6. WHERE A BUILDING SETBACK IS LESS THAN 25' FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO THE ABUTTING STREET.
7. LOTS 17, BLOCK 2, AND LOT 1, BLOCK 3 HAVE AN INCREASED FRONT SETBACK REQUIREMENT IN ORDER TO MEET THE MINIMUM LOT WIDTH REQUIREMENTS AS DESCRIBED IN THE BROKEN ARROW ZONING CODE.



**OWNER:**  
**Stone Horse Development, L.L.C.**  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
CONTACT: DANIEL RUHL  
11029 South Memorial Drive  
Tulsa, Oklahoma 74133  
Phone: (918)814-0881

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



**SUBDIVISION CONTAINS:**

ONE-HUNDRED EIGHT (108) LOTS  
IN ELEVEN (11) BLOCKS  
WITH SIX (6) RESERVES

GROSS SUBDIVISION AREA: 33.875 ACRES

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$33,326.00 per trust receipt no.14097 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed on record. 2015 taxes may exceed the amount of the security deposit.

Dated: 10/07/18  
Dennis Semler  
Tulsa County Treas  
By: Carol Pen  
Deputy

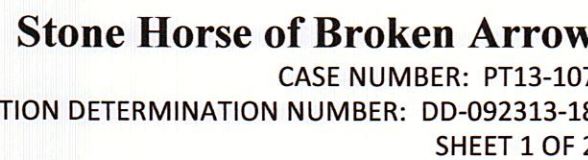
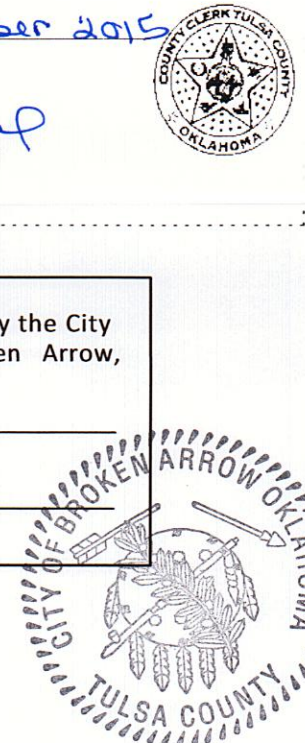
STATE OF OKLAHOMA } SS  
COUNTY OF TULSA  
I, Pat Key, Tulsa County Clerk, in and for the County and State above  
named, do hereby certify that the foregoing is a true and correct copy of a  
like instrument now on file in my office.

Dated the 5<sup>th</sup> day of October 2015

PAT KEY, Tulsa County Clerk  
Kathy Whittef Deputy

APPROVED 11-17-2014 by the City  
Council of the City of Broken Arrow,  
Oklahoma.

Mayor Mary E. Bruce  
Attest: City Clerk





Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID N/2 SW/4; THENCE NORTH 88°40'37" EAST AND ALONG THE NORTH LINE OF SAID N/2 SW/4 FOR A DISTANCE OF 1018.27 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 668.52 FEET TO A POINT; THENCE SOUTH 51°58'42" EAST FOR A DISTANCE OF 96.98 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 1°19'23" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 1°19'23" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE NORTH 88°40'37" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 63.27 FEET TO A POINT OF CURVATURE; THENCE ALONG AN 871.45 FOOT RADIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 9°51'44", A CHORD BEARING AND DISTANCE OF NORTH 83°44'46" EAST FOR 149.81 FEET, FOR AN ARC DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 11°11'06" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A 921.45 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 78°48'54" WEST, A CENTRAL ANGLE OF 9°51'44", A CHORD BEARING AND DISTANCE OF SOUTH 83°45'12" WEST FOR 158.41 FEET, FOR AN ARC DISTANCE OF 158.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°40'37" WEST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 63.27 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 405.38 FEET TO A POINT; THENCE SOUTH 24°26'56" WEST FOR A DISTANCE OF 228.59 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH 88°42'04" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1169.56 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SE/4 NW/4 SW/4; THENCE NORTH 1°41'45" WEST AND ALONG THE WEST LINE OF THE SE/4 NW/4 SW/4; THENCE NORTH 88°40'37" WEST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 660.39 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°41'21" WEST AND ALONG THE SOUTH LINE OF THE N/2 NW/4 SW/4, FOR A DISTANCE OF 660.66 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1°42'06" WEST AND ALONG THE WEST LINE OF THE N/2 NW/4 SW/4, FOR A DISTANCE OF 660.25 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,475,584 SQUARE FEET, OR 33.875 ACRES.

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

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND ALLEYS, IN CONFORMANCE WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "STONE HORSE OF BROKEN ARROW", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" AND ALL RESERVES 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 THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE DEVELOPER HERIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING WITHIN SUCH EASEMENTS.

DATE OF PREPARATION: SEPTEMBER 17, 2015

B. UNDERGROUND SERVICE

1. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.

2. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE SOUTH OLIVE AVENUE STREET RIGHT-OF-WAY AND WITHIN THE 17.5' PERIMETER EASEMENT ALONG THE NORTH BOUNDARY. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. 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 WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.

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

C. WATER AND SEWER SERVICES

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

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS 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 WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE ABOVE OWNER AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

SECTION II. RESERVES

A. RESERVE AREA "A" & "F"

THESE RESERVES ARE DESIGNATED TO BE USED FOR RECREATIONAL OPEN SPACE INCLUDING BUT NOT LIMITED TO LANDSCAPING, SIGNAGE, FENCING AND OTHER ENTRY FEATURES. FENCES CONSTRUCTED IN RESERVE AREAS "A" & "F" PARALLEL TO OLIVE AVENUE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

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

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AREA 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 SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA"), EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.

2. WHERE BUILDING SETBACK IS LESS THAN 25 FEET FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO ABUTTING STREET.

3. THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

H. SIDEWALKS

1. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG OLIVE AVENUE AND ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

I. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE STATED HEREIN OF PROVIDING EQUIPMENT ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF RESERVE "D" BY THE CITY OR ITS DESIGNATED CONTRACTOR.

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

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. RESERVE AREA "B"

THIS RESERVE IS DESIGNATED TO BE USED FOR CERTAIN RECREATIONAL ACTIVITY CENTERS INCLUDING BUT NOT LIMITED TO SWIMMING POOL FACILITIES, PLAYGROUNDS AND OTHER LANDSCAPING.

C. RESERVE AREA "C"

THIS RESERVE AREA IS DESIGNATED TO BE USED AS AN UNDEVELOPED BUFFER ZONE TO PROTECT THE EXISTING FLOODPLAIN LIMITS AND WETLAND FEATURES.

D. RESERVE AREAS "A, C, D" & "E"

THESE RESERVES ARE DESIGNATED AS OVERLAND DRAINAGE AREAS AND PROVIDE FOR UNINHIBITED ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE BY THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR.

E. ALL RESERVES

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.

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

SECTION III. HOMEOWNERS' ASSOCIATION

1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN STONEHORSE DEVELOPMENT WHICH SHALL BE NAMED STONEHORSE HOMEOWNERS' ASSOCIATION FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE AREAS AND FURTHER ESTABLISHING PRIVATE RESTRICTIONS WHICH SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK.

2. MEMBERSHIP

EVERY RECORD OWNER OF A FEE INTEREST OF A LOT WITHIN THE STONEHORSE PLAT SHALL BE A MEMBER OF THE ASSOCIATION AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND NOT SEPARATED FROM THE OWNERSHIP OF THE LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE STONEHORSE HOMEOWNERS' ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY.

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. THE PREVAILING PARTY IN ANY SUCH SUIT SHALL BE ENTITLED TO RECOVER A REASONABLE ATTORNEY'S FEE AND THE COSTS OF THE ACTION.

WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH IN SECTION I HEREOF WITH RESPECT TO SUCH COVENANTS ONLY, SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATIONS THEREOF. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE CITY SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF.

B. DURATION

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

C. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

D. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND UTILITY EASEMENTS HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW CITY COUNCIL OR ITS SUCCESSORS AND THE CITY. THE COVENANTS WITHIN SECTION II, PRIVATE COVENANTS AND THE COVENANTS WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH TIME AS IT OWNS ANY LOT IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION; PROVIDING, HOWEVER, THAT SO LONG AS THE OWNER OWNS ANY LOT IN THE SUBDIVISION ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE OWNER. THE OWNER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, STONE HORSE, LLC., HAS EXECUTED THIS INSTRUMENT THIS 17th DAY OF SEPTEMBER, 2015.

STONE HORSE, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:   
DANIEL RUHL  
MANAGER

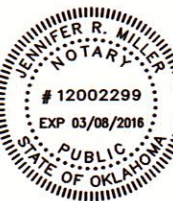
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF SEPTEMBER, 2015, PERSONALLY APPEARED DANIEL RUHL, 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 SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2016  
MY COMMISSION EXPIRES:

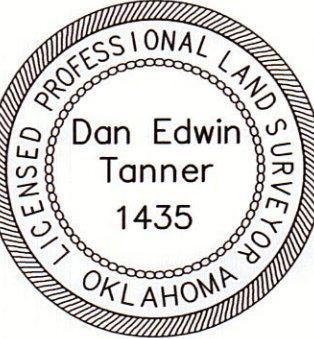
NOTARY PUBLIC



CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS 17th DAY OF SEPTEMBER, 2015.



BY:   
DAN E. TANNER,  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF SEPTEMBER, 2015, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2016  
MY COMMISSION EXPIRES:

NOTARY PUBLIC



Stone Horse of Broken Arrow

CASE NUMBER: PT13-107  
DETENTION DETERMINATION NUMBER: DD-092313-18  
SHEET 2 OF 2