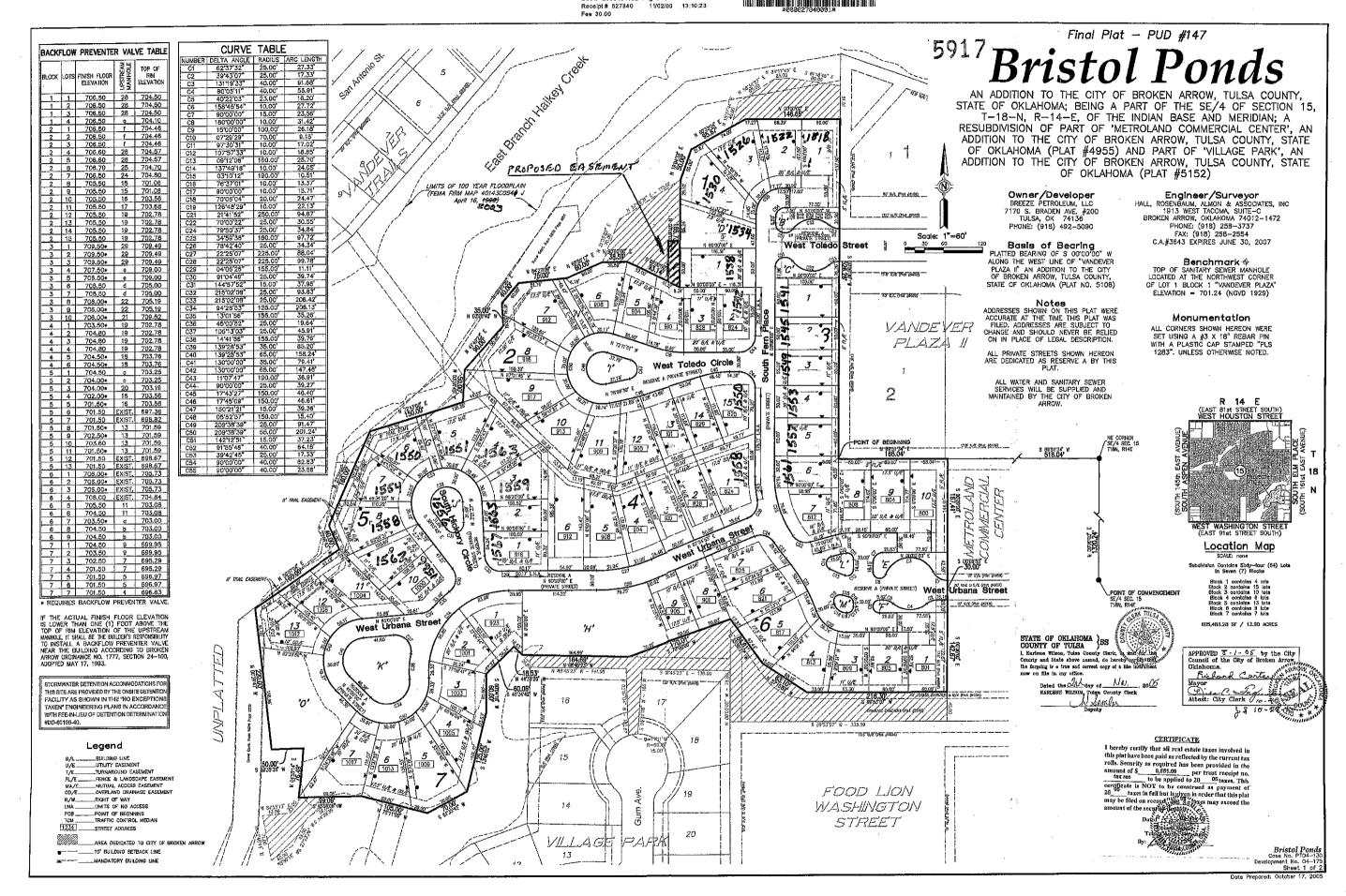
Tulsa County Clerk - EARLENE WILSON Doc# 2005131022 Pages 1 11/02/05 13:10:23



### KNOW ALL MEN BY THESE PRESENTS.

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

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA; BEING A RESUBDIVISION OF PART OF 'METRCLAND COMMERCIAL CENTER', AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #985) AND PART OF 'VILLAGE PARK', AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #5152), TOGETHER WITH A TRACT OF LAND SITUATED IN THE SOUTHEAST GUARTER (SEL'A) OF SECTION FIFTEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(SE, 4) OF SECTION BIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEIND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMINION AT THE SOUTHEAST CORNER OF SAID SECTION FIFTEEN (15): THENCE N 00' 00' 00' E AND ALONG THE EAST LINE OF SAID SECTION FIFTEEN (15) ADSTANCE OF 1320.24 PLEET TO THE SOUTHEAST COUNTRE (SE, 4') OF SAID SECTION FIFTEEN (15) ADSTANCE OF SAID SECTION FIFTEEN (15) A DISTANCE OF SAID SECT

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PRIVATE STREETS IN CONFORMINY WITH THE ACCOMPANING FLAT AND SURVEY (HEREINAFIER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BRISTOL POWDS" A SUBDIVISION IN THE CITY OF BRIST LAND THE SUBDIVISION IN THE CITY OF BRISTOL POWDS.

#### 1 FASEMENTS AND LITHLITIES

A. GENERAL UTILITY EASEMENTS.

THE OWNER/DEVELOPER DOES HERCEY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT"FOR THE SEVERAL PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPLAINING, REPLAINING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SENSES, SAULTREY, SEMERS, TELEPHONE AND COMMINICATION LURSE, ELECTRIC POWER LURS SAU REMSFORMERS, GAS LINES, WATER LURSE, AND CABLE TELEVISION LURS, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FAGLINES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND CORREST ON AND LURD THE UTILITY EASEMENTS FOR THE USES AND PURPOSES APPORTUNE, PROVIDED HOWEVER, THAT THE OWNER/DEVELOPER HEREEY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER SERVICE TO REASE WITHIN OF THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER SERVICE TO A PER WITHIN CONSTRUCT AND MAINTAIN WATER LINES AND SEWER SERVICE TO A PER WITHIN CONSTRUCT AND MAINTAIN WATER WAYDOWN AND THE CHILD'S CONSTRUCT SAY WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOGSTRUCTING IMPROVEMENTS.

#### B. LINDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

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

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERVINED BY THE LOCATION AND CONSTRUCTION OF THE STRUCTURE AS MAY BE LOCATED UPON A LOT PROVIDED. THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPORT OF SERVICE SALL THEREASTER BE DEBEND TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCUSIVE RICH-OF-WAY EASEMENT ON THE LOT COVERING A 6-FOOT STRIP DITENTIONS 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FOOD HE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE

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

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVED FACULTIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES. HIS SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR GRADARY MAINTENANCE OF UNDERGOORDID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CALUSED OR NECESSTATED BY ACTS OF THE CWALER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE.

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

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR MAY CONSTRUCTION ACTIVITY WHICH MAY NIEMFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROMISITED, WITHIN THE UTILITY ASSEMBLY OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS ENGINE UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPETITURE, INCLUDING VALUE BOKES, FIRE HYDRANIS AND MAINICLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

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

4. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT—WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGOROUND WATER OR SEWER FACILITIES.

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

D. GAS SERVICE.

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

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

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT—WAYS DEPICTED ON THE PLAT OR OTHERWISE PROMISE FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITES.

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

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

E STORMWATER RETENTION

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

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

3. DETENTION, AND OTHER DRAINAGE FACILITES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV HEREOF (REPENAFTER THE "NOMEOWNERS' ASSOCIATION") TO THE EXTENT INCESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SLITATION AND THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE VEHINN THE DETENTION EASEMENT AREA WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

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

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

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

D. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BRIKEN ARROW, OXLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL SET A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN BRISTOL PONDS, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT WITHIN AND EXCEED THE PORTION OF THE COSTS REPRESENTED BY DIVIDING THE TOTAL COSTS BY THE NUMBER OF RESIDENTIAL LOTS WITHIN BRISTOL PONDS.

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

Deed of Dedication - PUD #147

# Bristol Ponds

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE PLAT AS "OU/A" OR "OVERLAND DRAWAGE EASEMENT" OR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNCHT FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

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

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS-PINOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS, MILESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN APROV, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF THEF OR SINCE TRUMK TREES HAVING A GALIFER OF NOT ETHAN THO AND CINE-HALF (2.1/2) INCHES SHALL NOT REQUIRE APPROVAL. THE PROPERTY OWNER MUST BISTALL A QUIE ON ANY REAR FINCE PAPALLEL TO THE FLOODPLAN SO AS TO ALLOW ACCESS TO THE REOSPICIAL MEAN FOR MUNICIPALITY.

A THE OFFICENCE THE PROPERTY OF THE SEASON PACKAGES AND PACKAGES THE PROPERTY OF THE CONTROL TO THE CONTROL TO MAINTENANCE.

A THE OFFICENCE THE CONTROL OF THE CONTROL OF

G SUPEACE DRAINAGE

EACH LOT, IN ACCORDANCE WITH THE FIMISH GRADING PLAN, SHALL RECEIVE IND DRAIN IN AN UNDESTRUCTED. MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FERCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE IF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT OWNER. THE FOREGOING OVERNAITS SET FORTH IN THIS SUBSECTION G SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW, OKLAHOMA.

H. PAVING AND LANDSCAPING WITHIN PASEMENTS.

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEVER, STORN SEWER, LEICTRIC, NATURAL, GAS AND COMMUNICATION FACULTIES AS DEPICTED UPON THE PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITY.

WHEREAS, BRISTOL POINDS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 147) AS PROVIDED WITHIN SECTION 3 OF ARTICLE VI OF THE ZOWING GROMANCE OF THE OTTY OF BROKEN ARROW, OKLAHOMA (GRUNANCE NO. 1580) AS AMENDED AND EXISTING ON MARCH 3, 2003, (HERDINATER THE "BROKEN ARROW ZOWING GROMANCE", WHICH PUD NO. 147 WAS AFFRINATIVELYRECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 18, 2004 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOM, ON DECEMBER 20, 2004, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN AROW ZORING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR TE PURPOSE OF PROMIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, ORLAHOMA:

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RISTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DWINER/DEVELOPER, ITS SUCCESSORS AN ASSIGNS, AND SHALL BE ENFORCEMBLE AS HEREINAFTER SET FORTH:

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

B. RESERVE A - PRIVATE STREETS

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

2. THE STREETS WITHIN RESERVE A AS DESIGNATED ON THE ACCOMPANYIN PLAT, ARE HEREIN ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDITAL LOTS, THEIR CLUSTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIPA ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS IT AND FROM THE UNELOG STREETS.

3. THE OWNER/DEVELOPER HEREN GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOM, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY KEPUSE COLLECTION SERVICE WHICH PROVIDES SERVE WITHIN THE SUBDIVISION, THE RIGHT TO ENTIRE AND TRAVERSE THE PRIVATE STREETS WHITH RESERVE A AND TO OFFARTE THEREON, ALL SERVICE, EMPOSION OF HIS RICHARD INJUDING, BUT NOT UNITED TO, POLICE AND PROVIDE AND RICHARD AND TO SERVE AND TO OFFARTE THEREON, ALL SERVICE, EMPOSION OF MORE PROVIDENT VEHICLES INDUDING, BUT NOT UNITED TO, POLICE AND PROVIDE AND RICHARD AND THE PROVIDENT VEHICLES AND EQUIPMENT VEHICLES AND PROVIDENT VEHICLES AND EQUIPMENT VEHICLES AND PROVIDENT VEHICLES VEHICLES AND PROVIDENT VEHICLES VEHICLES AND PROVIDENT VEHICLES VEHICL

4. THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREM CYENANYS WITH THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH COVENANYS SHALL RUN WITH THE LAND AND INURE TO THE BENETI OF THE CITY OF BROKEN ARROW, OKLAHOMA, TO A. CONSTRUCT AND MAINTAIN SURFACING NOT LESS THAN 28 FEET IN 10TH AND EXTENDING THE LENGTH OF THE PRIVATE STREETS WITHIN RESERVE A AS DEPICTED ON THE ACCOMPANYING PLAT WHICH MEETS OR EXCEEDS THE NOTEXISTING SPECIFICATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, APPLICABLE TO MINOR RESEDENTIAL PUBLIC STREETS AS TO QUALITY AND THICKNESS ESCRIPCIATIONS FOR BASE AND PAYING MATERIALS.

B. SECURE INSPECTION AND CERTIFICATION BY THE CITY OF BROKEN AROW, OKLAHOMA THAT THE PRIVATE STREETS AND ALLEYS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OBBROKEN ARROW, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS AND ALLEYS, OR THAT THE PRIVATE STREETS AND ALLEYS, OR THAT THE PRIVATE STREETS AND ALLEYS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH.

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

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

C. RESERVES D, I, J AND K — OPEN SPACE AND GUEST PARKING THE U.S. OF RESERVES D, I, J AND K SHALL BE LIMITED TO USE FOR GUEST PARKING, OPEN SPACE, LANDSCAPING AND UTILITIES AND ARE RESERVED FOR SUBSECUEN CONVEYANCE TO THE HOUSE OWNERS' ASSOCIATION. NOTIMITISTANDING THE ABOVE, ALL OR PART OF RESERVED D MAY ALTERNATIVELY BE RETAINED BY THE GWINEH/OVEN-LOPER FOR USE ON DEVELOPMENT AS A SINGLE FAMILY OF TO THE EXTENT THAT RESERVE D IS USED FOR SINGLE FAMILY RESIDENTIAL PROPOSES, IT SHALL BE CONSIDERED A "LOT" AS DEFINED MERCHIN AND USE OF THE SAME SHALL BE SUBJECT TO THE CONTIONS AND RESTRICTIONS ESTRIBUTION WITH MEDICATION WITH RESPRECT TO THE "LOTS".

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

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

RESERVES G, L, M, N AND O SHALL BE LIMITED TO USE FOR OPEN SPACE LANDSCAPING AND LITHITIES AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. NOTWITHSTANDING THE ABOVE, ALL O FART OF RESERVE O MAY ALTERNATURLY BE RETAINED BY THE OWNER/DEVELOPER FOR USE AND DEVELOPERINT AS ONE OF MORE SINGLE FAMILY LOTS. TO TE EXTENT THAT RESERVE O IS USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, IT SHALL BE CONSIDERED A "LOT" OR "LOTS" AS DEFINED HEREIN AND USE OTHER SAME SHALL BE SUBJECT TO THE LOTS. THE STATE SHALL BE CONSIDERED A "LOT" OR "LOTS" AS DEFINED HEREIN AND USE OTHER SAME SHALL BE SUBJECT TO THE LOTS. IT IS INTENDED THAT SHOULD ALL OF PRESERVE O SE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, RESERVE O MAY BE FURTHER SUBDIVIDED BY LOT SPLIT OR REPUTING. PRIOR TO RESERVE O BEING UTILIZED AS A "LOT" OR "LOTS", ALL FLOCOPLAIN REQUIREMENTS REQUIRED BY THE OTHER OF BROKEN ARROW SHALL BE WEND SHALL BE WEND THE OTHER SHALL BE CONSIDERED.

F PERFECE H - STORMWATER DETENTION

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

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

1. USE - THE USE OF THE SINGLE FAMILY LOTS SHALL BE LIMITED TO ETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES 9 MINITALIN LOT SIZE \_ THE MINITALIN LOT SIZE SHALL BE 4000 SO ET

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

A. NO BUILDING SHALL BE LOCATED MEARER TO A PRIVATE STREET THAN 'E BUILDING LINE DEPICTED ON THE PLAT AND A GARAGE OPENING SHALL BE SETBACK NOT LESS THAN 2D FEET FROM THE STREET FROM WHICH ACCESS IS DERIVO.

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

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

E. THE SYMBOL\* A.\* WITHIN THE PLAT OF BRISTOL PORDS INDICATES A SIE LOT LINE ALONG WHICH A BUILDING WALL OF A RESIDENCE WITHIN THE LOT MUST BE LOGATED (THE "MANDATORY BUILDING UNE), COVENANTS AND RESTRICTION PERTAINING TO THE MANDATORY BUILDING UNES SHALL BE MORE FULLY SET FORTH IN A DECLARATION OF BUILDING AND USE RESTRICTIONS FOR BRISTIC, PORK TO BE RECORDED HERBAFTED.

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

6. MINIMUM LIVABILITY OPEN SPACE — WITHIN EACH LOT, THERE SHALL BE PROVIDED NOT LESS THAN 875 SO. FT. OF LIVABILITY OPEN SPACE (OPEN SPACE OF THE LOT NOT UTILIZED FOR PARKING OF DRIVES. WITHIN COMMON AREAS THERE SHALL BE PROVIDED NOT LESS THAN 105.000 SO.FT. OF LIVABILITY OPEN SPACE, ROVIDED NOVEWER THAT THE TRACIS REFERSTORES CONVEYED TO THE CITY OF BROKEN ARROW, DICAMONA FOR PARK AND DETENTION FEGULINES DURSUANT TO GENERAL WARRANTY DEED DATED FEBRUARY 21, 2005 RECORDED AS DOCUMENT NO. 2005023895 IN THE RECORDS OF THE TULSA COUNTY CLERK, SHALL BE INCLUDED IN THE COMPUTATION OF THE RECORDS COMMON AREA LIVABILITY OPEN SPACE.

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

8. OTHER BULK AND AREA REQUIREMENTS — THE SINGLE FAMILY LOTS HAVE BEEN PLATTED IN ACCORDANCE WITH APPROVED LOT AREA AND LOT WIDTH MODIFICATIONS AND EXCEPT AS FURTHER MODIFIED IN THIS SECTION III, PARAGRAPH 6, EACH LOT SHALL COMPLY WITH THE BULK AND AREA REQUIREMENTS OF AN R-4 DISTRICT AS SET FORTH WITHIN THE BUCKEN ARROW ZONING FORTOW ZONING FORTOW.

H. SITE PLAN REVIEW - PERIMETER FENCING

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

I. SITE PLAN REVIEW - ENTRY GATING

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

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

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

L SIDEWAKS SHALL BE INSTALLED IN ACCORDANCE WITH THE BROKEN ARROW PLANING COMMESSION OR ITS SUCCESSOR.

SYSTEM, THE DEVELOPER SHALL HAVE THE OBJUGATION TO CONSTRUCT SIDEWALKS SUFFICIENT TO PROVIDE CONTINUOUS CONNECTION OF THE SIDEWALK SYSTEM ALOND THE STREET SYSTEM. PROVIDED FOR RESIDENTS OF BRISTOL PONDS OVER
AND ACROSS RESERVES G AND N.

## SECTION III. FENCING AND LANDSCAPING EASEMENT

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

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

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN BRISTOL PONDS (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS" ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PUPPOSES OF MAINTAINING THE COMMON AREAS, HOULDING BUT WITHOUT LIMITATION. THE PRIVATE STREETS, FERMETER FENCING AND WALLS, SECURITY GATES, GUEST PARKING AND REQUIRED LANDSCAPING AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BRISTOL PRIVADS.

B. MEMBERSHIP — EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT — EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND ALLEYS, PERIMETER WALLS, SECURITY GATES, GUEST PARKING AND REQUIRED LANDSCAPING AND OTHER COMMON AREAS.

SECTION V. 8' TRAIL EASEMENT

THE OWNER/DEVELOPER HEREBY ESTABLISHES AN EASEMENT FOR A PUBLIC PEDESTRIAN/BICYCLE PATH WITHIN THE AREA DESIGNATED UPON THE ACCOMPANYING PLAY AS "6" TRAIL EASEMENTS." THE TERMS AND CONDITIONS OF "THE 6" TRAIL EASEMENT SHALL BE ESTABLISHED BY A SEPARATE INSTRUMENT DEDICATING THE EASEMENT OF THE CITY OF TURSA COUNTY, OKLAHOMA, AND THE INSTRUMENT SHALL BE RECORDED WITH CLERK OF TURSA COUNTY, OKLAHOMA.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COMMANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE CHMER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COMMANTS AND THE ENTORCEMENT RICHTS PRAITINING THERETO, AND ADDITIONALLY THE COMMANTS CONTROL IN SECTION I. WHETHER OR NOT OF SPECIFICALLY THEREIN SO THE BENEFIT OF AND SHALL BE ENFORCEMENT BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COMMANTS CONTRINCED IN SECTION I. PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW, OXLAHOMA AND THE CHINERS OF THE LOTS WITHIN THE SUBDIVISION, IF THE UNDERSONED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL BE LANGUED OF THE CITY OF BROKEN ARROW, OXLAHOMA AND THE CHINERS OF THE LOTS WITHIN THE SUBDIVISION, IF THE UNDERSONED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL BE LANGUED FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF A LOT OMENTAIN ANY ACTION AND THE CHARGE OF A LOT OMENTAIN ANY ACTION OF THE COMPANIES OF THE LOTS WITHIN THE SUBDIVISION, IF THE UNDERSONED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL BE LANGUED FOR THE LOTS OF BROKEN AND OR ANY OWNER OF A LOT OMENTAIN ANY ACTION OF THE COMPANIES OF THE LOTS OF THE SECOND OF THE COMPANIES OF THE LOTS OF THE LOTS

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

C. AMENDIENT — THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW, ARROW PLANMIN COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, ALAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANMED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANMING COMMISSION, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY - INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF, AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS AND DAY OF OCTOBER

BREEZE PETROLEUM, LLC, AN ORLAHOMA LIMITED LIABILITY COMPANY

BY: JAMES A. BUSH, MANAGER STATE OF OKLAHOMA ), SS.

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

IN MITNESS WHEREOF! I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

| Consission Charles | 1-13-08 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-14 | 1-

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

18 th \_DAY OF \_Ostaber HAN C. HALL RED PROFESSIONAL LAND SURVEYOR #1283



# 08042993 EXP. 8/13/08

APPROVED 8-1-05 by the C Oklahoma.

SIAIE OF ORLAHOMA

SS.

DAY OF CLOSE

2008, PERSONALLY DEPEATED

ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING

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

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND VEAD AND V

DEPTIFICATE OF SORVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS PICE AND THERREN STYLE FORTH.

IN WITNESS MALEROF, HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

BARROX ROSENBAUN NOTARY FUBLIC COMMISSION \$ 05005255
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Bristol Ponds Development No. 04-17 Sheet 2 of