



Conditional Final Plat

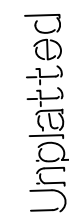
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Scale: 1"= 2000

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVER AND DRAINAGE EASEMENT
RES.	RESERVE (SEE NOTE 6)
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
UT/4	ADDRESS ASSIGNED



1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - A. MAGNETIC NAIL FOUND AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;
 - B. 3/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;
4. THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°41'07" EAST.
5. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
6. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST WINSTON STREET AND SOUTH KALANCHOE AVENUE, BOTH BEING PUBLIC STREETS.
7. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."
8. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION AFD-70215-17.
9. UTILITY EASEMENT FILED OF RECORD 07/23/2015 AT DOC #2015065915.

CURVE	LENGTH	RADIUS	DELTA(Δ)	CHORDBBG(CB)	CHORDDIS(CD)
A	39.09'	25.00'	89°35'48"	S46°30'59"E	35.23'
B	39.45'	25.00'	90°24'12"	N43°29'01"E	35.48'

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBBG	CHORDDIS
1	39.27	25.00'	90°00'00"	N46°43'05"W	35.36'
2	39.27	25.00'	90°00'00"	N46°16'55"E	35.36'
3	21.03'	25.00'	48°11'23"	N64°11'14"E	20.41'
4	241.19'	50.00'	276°22'46"	N11°19'23"W	66.67'
5	21.03'	25.00'	48°11'23"	N64°43'05"W	20.41'
6	244.52'	375.00'	37°21'33"	N69°36'09"E	240.21'
7	211.91'	325.00'	37°21'33"	N69°36'09"E	208.18'
8	74.52'	320.00'	13°20'35"	N57°35'35"E	74.35'
9	30.26'	270.00'	6°25'15"	N54°08'00"E	30.24'
10	39.44'	25.00'	90°23'42"	N46°31°14"W	35.48'
11	39.10'	25.00'	89°36'18"	N43°28'46"E	35.23'
12	335.63'	675.00'	28°29'21"	N74°02'15"E	332.18'
13	310.77'	625.00'	28°29'20"	N74°02'15"E	307.58'
14	75.15'	250.00'	14°21'13"	N66°58'11"E	74.96'
15	84.48'	250.00'	19°21'43"	N69°28'26"E	84.36'
16	39.27'	25.00'	90°00'00"	N43°40'37"E	35.08'
17	39.27'	25.00'	90°00'00"	N46°19'23"W	35.36'
18	21.03'	25.00'	48°11'23"	N64°34'56"E	20.41'
19	241.19'	50.00'	276°22'46"	N11°19'23"W	66.67'
20	21.03'	25.00'	48°11'23"	N67°13'41"W	20.41'
21	146.71'	50.00'	168°06'58"	N52°48'31"E	129.91'
22	13.06'	25.00'	29°55'35"	N16°17'10"W	9.96'
23	134.53'	50.00'	154°09'46"	N13°42'48"E	97.47'
24	128.72'	820.00'	8°59'39"	N44°28'42"E	128.59'

DATE OF PREPARATION: June 26, 2019

Stone Horse IV of Broken Arrow
CASE NO. PT15-103B
SHEET 1 OF 3

Conditional Final Plat

Stone Horse IV

OF BROKEN ARROW

PART OF THE EAST HALF OF THE NORTHWEST QUARTER [E/2 NW/4] OF SECTION FOUR (4),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE DEVELOPMENT, 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 EAST HALF OF THE NORTHWEST QUARTER [E/2 NW/4] OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID E/2 NW/4; THENCE SOUTH 1°40'40" EAST AND ALONG THE EAST LINE OF THE E/2 NW/4, FOR A DISTANCE OF 2634.48 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF "STONE HORSE III OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6771); THENCE SOUTH 88°40'37" WEST AND ALONG THE SOUTH LINE OF THE E/2 NW/4 AND THE NORTH LINE OF SAID "STONE HORSE III OF BROKEN ARROW", FOR A DISTANCE OF 605.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°40'37" WEST ALONG SAID SOUTH LINE AND SAID NORTH LINE FOR A DISTANCE OF 39.43 FEET TO THE NORTHWEST CORNER OF "STONE HORSE III OF BROKEN ARROW", SAID POINT ALSO BEING THE NORTHEAST CORNER OF "STONE HORSE II OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6769); THENCE CONTINUING SOUTH 88°40'37" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF "STONE HORSE II OF BROKEN ARROW" FOR A DISTANCE OF 616.82 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE E/2 NW/4; THENCE NORTH 1°43'05" WEST AND ALONG THE WEST LINE OF THE E/2 NW/4 FOR A DISTANCE OF 1419.66 FEET TO A POINT AT THE SOUTHWEST CORNER OF "RIVERSTONE ESTATES", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6726); THENCE ALONG THE SOUTHERLY LINE OF "RIVERSTONE ESTATES" FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 88°41'07" EAST FOR A DISTANCE OF 110.18 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'48", A CHORD BEARING AND DISTANCE OF SOUTH 46°30'59" EAST FOR 35.23 FEET, FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT; THENCE NORTH 89°05'19" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°43'05" WEST, A CENTRAL ANGLE OF 90°24'12", A CHORD BEARING AND DISTANCE OF NORTH 43°29'01" EAST FOR 35.48 FEET, FOR AN ARC DISTANCE OF 39.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'07" EAST FOR A DISTANCE OF 234.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°53'59", A CHORD BEARING AND DISTANCE OF SOUTH 81°52'03" EAST FOR 114.90 FEET, FOR AN ARC DISTANCE OF 115.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 400.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°23'22", A CHORD BEARING AND DISTANCE OF SOUTH 80°06'55" EAST FOR 107.12 FEET, FOR AN ARC DISTANCE OF 107.44 FEET TO A POINT;

THENCE DEPARTING THE SOUTH LINE OF "RIVERSTONE ESTATES" SOUTH 7°14'16" EAST FOR A DISTANCE OF 140.46 FEET TO A POINT; THENCE SOUTH 1°40'40" EAST FOR A DISTANCE OF 195.00 FEET TO A POINT; THENCE SOUTH 25°44'03" EAST FOR A DISTANCE OF 101.32 FEET TO A POINT; THENCE SOUTH 6°10'36" WEST FOR A DISTANCE OF 61.19 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A 843.25 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 39°44'06" EAST, A CENTRAL ANGLE OF 18°30'06", A CHORD BEARING AND DISTANCE OF SOUTH 30°29'03" EAST FOR 271.12 FEET, FOR AN ARC DISTANCE OF 272.30 FEET TO A POINT; THENCE SOUTH 22°49'38" EAST FOR A DISTANCE OF 50.92 FEET TO A POINT; THENCE SOUTH 10°50'42" EAST FOR A DISTANCE OF 143.64 FEET TO A POINT; THENCE SOUTH 31°53'35" WEST FOR A DISTANCE OF 44.91 FEET TO A POINT; THENCE SOUTH 44°48'42" WEST FOR A DISTANCE OF 97.47 FEET TO A POINT; THENCE SOUTH 57°43'49" WEST FOR A DISTANCE OF 110.92 FEET TO A POINT; THENCE SOUTH 16°40'40" EAST FOR A DISTANCE OF 110.00 FEET TO A POINT; THENCE SOUTH 1°19'23" EAST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 198.20 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,049,147 SQUARE FEET, OR 24.085 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(a) FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;

(b) FOUND 3/8" IRON PIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SECTION 4;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°41'07" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO 82 LOTS, SIX (6) BLOCKS, FOUR (4) RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "STONE HORSE IV OF BROKEN ARROW", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "STONE HORSE IV OF BROKEN ARROW" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER/DEVELOPER, 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/DEVELOPER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION, AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/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 "UTLIE" OR "UTILITY EASEMENT," FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING 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 AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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, OR LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5' PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. 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 THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF 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 (5') 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 THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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 THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS. SAID RESTRICTIONS ON ALTERATIONS OF GRADE AND LIMITATION CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENTS AND DO NOT APPLY TO AREAS OUTSIDE OF THE UTILITY EASEMENTS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICES

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND OWNERS OF EACH LOT OR RESERVE AREA AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE.

2. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF GAS MAINS AND OTHER FACILITIES BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

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

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

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER FROM LOTS, RESERVE AREAS, AND FROM DRAINAGE EASEMENTS AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS SUCH OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF BROKEN ARROW.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. OTHER USES

THE LOT AND RESERVE AREA OWNERS ON WHICH EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF BROKEN ARROW OR THE PROVIDER OF UTILITY SERVICE OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

H. ACCESS RESTRICTIONS

ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

I. 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 OWNER/DEVELOPER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

J. OVERLAND DRAINAGE EASEMENTS

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 ESTABLISHES AND GRANTS PERPETUAL OVERLAND DRAINAGE EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

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

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT. PROVIDED, HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE OWNER THEREOF, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE OWNER ANY LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT SUCH OWNER 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 THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

K. FENCE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT, TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND FOR THEIR COMMON USE AND BENEFIT, FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING RETAINING WALLS, NEIGHBORHOOD PERIMETER WALLS AND/OR FENCES, AND THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE EASEMENT AREAS, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL WALLS AND FENCES. ANY SCREENING FENCES OR WALLS WITHIN THE FENCE EASEMENTS, ADJACENT TO OR INTEGRATED WITH A RETAINING WALL, SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

SECTION II. RESERVE AREAS

A. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHOSE OWNER SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SAME BY OWNER/DEVELOPER. SEE SECTION III. FOR ADDITIONAL DETAILS AND REQUIREMENTS..

2. THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

3. IN THE EVENT THE RESERVE AREA OWNER 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 SUCH RESERVE AREA, OR AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, AS DETERMINED BY THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER/DEVELOPER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

B. RESERVE AREAS B, C, AND D

1. THESE RESERVE AREAS ARE DESIGNATED TO BE USED AS UNDEVELOPED BUFFER ZONES TO PROTECT THE EXISTING FLOODPLAIN LIMITS AND WETLAND FEATURES, OVERLAND DRAINAGE AREAS, AND MEANS OF UNINHIBITED ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE BY THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR.

2. RESERVES B AND D ARE HEREBY DEDICATED AS AQUATIC ECOSYSTEM PRESERVES, BUFFER PRESERVES, AND POND PRESERVES FOR THE PURPOSE OF PROVIDING AQUATIC RESOURCE CONSERVATION IN ACCORDANCE WITH THE WETLAND MITIGATION DETERMINATION, SWT-2014-303, BY THE U.S. ARMY CORPS OF ENGINEERS, TULSA DISTRICT (USACE). NO ACTIVITY SHALL BE CONDUCTED OR PERMITTED WITHIN THE CONSERVATION AREA WHICH IS CONTRARY TO THE RESTRICTIONS PROVIDED FOR IN THE CONSERVATION INSTRUMENT TO BE EXECUTED AND RECORDED PURSUANT TO THE PERMIT ISSUED BY THE USACE FOR CASE NUMBER SWT-2014-303. THIS WETLAND CONSERVATION RESTRICTION SHALL BE RECORDED AS A SEPARATE INSTRUMENT AND SHALL RUN WITH THE LAND IN PERPETUITY AND BE BINDING ON ALL FUTURE OWNERS, HEIRS, SUCCESSORS, ADMINISTRATORS, ASSIGNS, LESSEES, OR OTHER OCCUPIERS OR USERS.

C. RESERVE AREA K

RESERVE AREA K IS DESIGNATED TO BE USED FOR ACCESS TO RESERVE AREA D, AND OPEN SPACE, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. PERMANENT STRUCTURES AND FENCING ACROSS THIS RESERVE AREA ARE PROHIBITED.

Conditional Final Plat

Stone Horse IV

OF BROKEN ARROW

PART OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) OF SECTION FOUR (4),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN STONE HORSE IV OF BROKEN ARROW (REFERRED TO HEREIN AS THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"). THE ASSOCIATION HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN STONE HORSE IV OF BROKEN ARROW, STONE HORSE OF BROKEN ARROW (PLAT NO. 6636), STONE HORSE II OF BROKEN ARROW (PLAT NO. 6769), AND STONE HORSE III OF BROKEN ARROW (PLAT NO. 6771), AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, MAINTAINING ANY OTHER FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID SUBDIVISIONS. STONE HORSE V OF BROKEN ARROW ADJOINS STONE HORSE OF BROKEN ARROW AND HORSE IV OF BROKEN ARROW AND SHALL BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION FORMED PURSUANT TO THE PLAT OF STONE HORSE OF BROKEN ARROW.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN "STONE HORSE IV OF BROKEN ARROW" SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION 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/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, SECTION II, RESERVE AREAS, AND SECTION IV, ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND IV., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNERS OF ANY LOT WITHIN STONE HORSE IV OF BROKEN ARROW SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT, OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THE COVENANTS CONTAINED IN SECTION III, HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

C. AMENDMENT:

THE COVENANTS CONTAINED WITHIN SECTIONS I., II., AND IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHOUT APPROVAL FROM THE CITY OF BROKEN ARROW. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2019.

STONE HORSE DEVELOPMENT, L.L.C.
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 _____ DAY OF _____, 2019, PERSONALLY APPEARED DANIEL RUHL TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, L.L.C. 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 COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A 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 _____ DAY OF _____, 2019.



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 THE _____ DAY OF _____, 2019, PERSONALLY APPEARED TO ME DAN E. TANNER 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.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC