Tulsa County Clerk - EARLENE WILSON Doc# 2006003617 Pages 1

Receipt # 839045 01/10/06 12:52:52 Fee 30.00

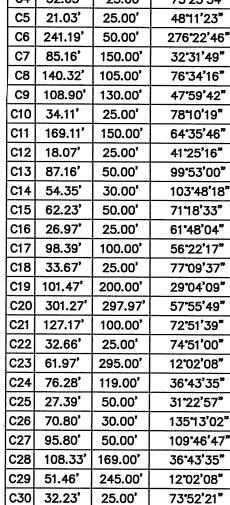
١	RAC	CKF	LOW PR	REVEN	ITER V	ALVE	TA	ABLE		
	BLOCK	LOTS	FINISH FLO		TOP OF RIM ELEVATION		LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
	1	1	794.00	19	792.86	2	38	792.00	50	798.61
×	1	2	797.00	20	806.76	2	39	792.00	49	796.41
*	1	3	800.00	20	806.76	2	40	792.00	49	796.41
×	11	4	804.00	20	806.76	2	41	793.00	49	796.41
×	1	5	807.00	20	806.76	2	42	795.00	59	802.56
ĸ	1	6	809.00	21	819.63	2	43	797.00	59	802.56
٠	1	7	812.00	21	819.63	2	44	799.00	d	803.93
۱	1	8	815.00	21	819.63	2	45	805.00	d	803.93
	1	9	817.00	21	819.63	2	46	805.00	31	814.27
	1	10	821.00	22	825.23	2	47	802.00	31	814.27
I	1	11	822.00	22	825.23	2	48	799.00	30	805.28
	1	12	824.00	22	825.23	2	49	796.00	45	798.50
	1	13	824.00	С	826.57	2	50	793.00	45	798.50
	1	14	823.00	С	826.57	2	51	792.00	45	798.50
	1	15	827.00	23	826.06	2	52	796.00	45	798.50
	1	16	829.00	23	826.06	2	53	799.00	45	798.50
I	1	17	830.00	24	830.46	2	54	799.00	30	805.28
	1	18	830.00	25	829.40	2	55	795.00	29	799.51
	1	19	828.00	58	828.34	2	56	793.00	16	791.08
	1	20	825.00	58	828.34	2	57	792.00	16	791.08
	1	21	820.00	g	822.33	2	58	790.00	15	784.66
	1	22	817.00	57	823.41	2	59	787.00	15	784.66
	1	23	817.00	56	819.57	3	1	817.00	63	826.00
	1	24	820.00	56	819.57	3	2	820.00	63	826.00
	1	25	824.00	f	820.93	3	3	825.00	64	828.80
	1	26	826.00	57	823.41	3	4	829.00	е	834.58
	1	27	827.00	57	823.41	3	5	825.00	66	826.24
	1	28	828.00	58	828.34	3	6	816.00	66	826.24
	1	29		58		3	7	814.00	66	826.24
I			829.00		828.34	3	8	820.00	66	826.24
	1	30	830.00	25	829.40				L	
	1	31	831.00	25	829.40	3	9	825.00	66	826.24
	1	32	831.00	25	829.40	3	10	830.00	i	828.19
	1	33	832.00	26	833.63	3	11	825.00	i	828.19
	1	34	833.00	27	834.50	3	12	815.00	71	819.78
	1	35	832.00	28	833.09	3	13	810.00	70	807.33
	1	36	831.00	a	833.25	3	14	805.00	69	804.51
	2	1	795.00	17	791.64	3	15	802.00	42	800.35
	2	2	798.00	29	799.51	3	16	799.00	42	800.35
	2	3	800.00	29	799.51	3	17	795.00	67	794.67
	2	4	803.00	30	805.28	3	18	796.00	67	794.67
	2	5	805.00	30	805.28	3	19	797.00	67	794.67
	2	6	808.00	30	805.28	3	20	800.00	68	801.56
	2	7	809.00	31	814.27	3	21	804.00	69	809.50
1	2	8	810.00	31	814.27	3	22	807.00	69	809.50
	2	9	813.00	31	814.27	3	23	811.00	69	809.50
	2	10	816.00	31	814.27	3	24	807.00	69	809.50
	2	11	819.00	32	813.83	3	25	804.00	69	809.50
	2	12	821.00	32	813.83	3	26	802.00	69	809.50
	2	13	822.00	32	813.83	3	27	799.00	68	801.56
	2	14	822.00	32	813.83	3	28		68	
	2	15				3	29	796.00 792.00	h	801.56 793.84
	2		818.00 814.00	b b	815.85 815.85	3	30	792.00	67	793.84 794.67
	2	16 17	814.00	32	813.83	3	31	792.00	67	794.67
	2	18	808.00	32	813.83	3	32	792.00	67	794.67
	2	19	808.00	32	813.83	3	33	791.00	41	794.67
	2	20	807.00	32	813.83	3	34	789.00	40	788.31
	2	21	805.00	d	803.93	3	35	789.00	39	786.19
	2	22	802.00	59	802.56	3	36	789.00	39	786.19
۱	2	23	801.00	49	796.41	3	37	790.00	38	782.07
	2	24	802.00	49	796.41	3	38	790.00	37	782.96
	2	25	802.00	50	798.61	3	39	790.00	37	782.96
	2	26	804.00	51	801.93	3	40	790.00	36	782.96
	2	27	806.00	52	808.01	3	41	792.00	36	782.96
	2	28	808.00	52	808.01	3	42	792.00	36	782.96
I	2	29	812.00	53	811.03	3	43	792.00	35	782.73
	2	30	815.00	54	814.46	3	44	792.00	35	782.73
	2	31	811.00	53	811.03	3	45	790.00	34	783.12
	2	32	808.00	52	808.01	3	46	787.00	34	783.12
	2	33	805.00	52	808.01	3	47	785.00	33	781.76
	2	34	803.00	52	808.01	3	48	785.00	33	781.76
	2	35	800.00	51	801.93	3	49	784.00	33	781.76
	2	36	798.00	51	801.93	3	50	783.00	33	781.76
,	2	37	795.00	50	798.61	3	51	782.00	33	781.76

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

\* REQUIRES BACKFLOW PREVENTER VALVE.

THIS SITE ARE PROVIDED BY THE ONSITE DETENTION FACILITY AS SHOWN IN THE "NO EXCEPTIONS TAKEN" ENGINEERING PLANS IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION

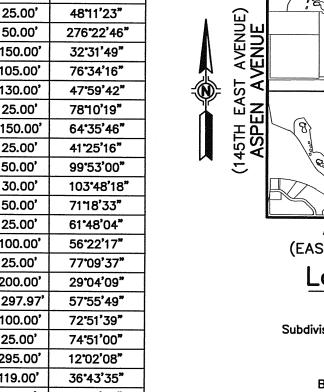
Stone Wood Crossing



Curve Table

NO. LENGTH RADIUS DELTA

C1 373.84' 785.00' 2717'09"



91°30'16"

12'03'13"

15°40'42"

276°21'15"

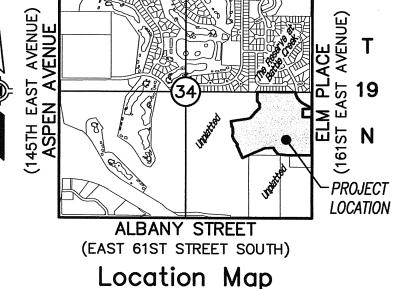
164'04'39"

52**°**35'33**"** 

74°07'19"

41°03'23"

80°40'44"



R 14 E

(EAST 51ST STREET SOUTH)

OMAHA STREET

Subdivision Contains One Hundred and Forty-Six (146) Lots in Three (3) Blocks

39.14 Acres

# Legend

\_BUILDING LINE \_UTILITY EASEMENT \_NON-STANDARD UTILITY EASEMENT FL/E \_\_\_\_FENCE & LANDSCAPE EASEMENT \_RIGHT OF WAY

LIMITS OF NO ACCESS POINT OF COMMENCEMENT TRAFFIC CONTROL MEDIAN

ACCESS RESTRICTED PER PUD 130A 13255 STREET ADDRESS

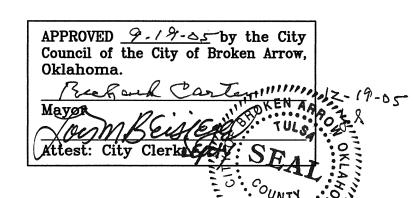
# Benchmark

3" Aluminum Cap-Flush-Set in a Concrete Post—Stamped BA 38, Set on the North side of 61st St. and East end of B.A. Expressway Overpass. Elevation = 777.39 (NAVD 1988)

Basis of Bearing

# Monumentation

a #3 x 18" rebar pin with a plastic cap stamped "PLS 1283". Unless otherwise



STATE OF OKLAHOMA SS

COUNTY OF TULSA I. Earlene Wilson, Tulsa County Clerk, in and for the County, and State above named, do hereby certify that the forgoing is a true and correct copy of a like instrument

> Dated the OTA day of January, 20 0 EARLENE WILSON, Tulsa County Clerk

# **CERTIFICATE**

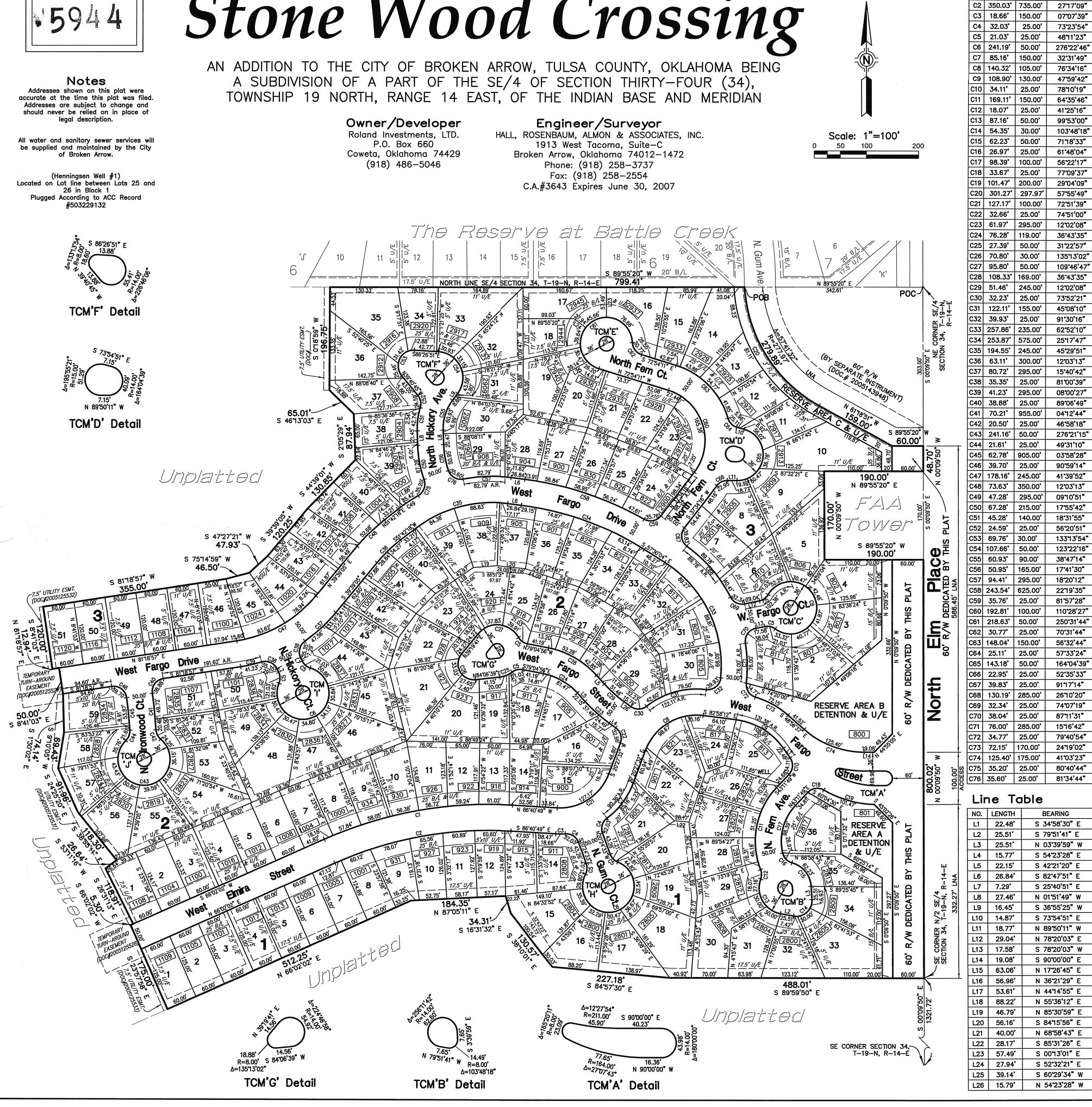
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 161.00 per trust receipt no. to be applied to 20 06 taxes. This certificate is NOT to be construed as payment of taxes in full but is given in order than this plat may be filed on record. 2006 taxes thay exceed the amount of the security deposit.

Tulsa County Treasurer Certificate

Stone Wood Crossing Development No. (04-145

Date Prepared: December 13, 2005

Sheet 1 of 3



# Deed of Dedication

# Stone Wood Crossing

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

STONE WOOD CROSSING

PUD # 130A DEED OF DEDICATION

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 34: THENCE S 89'55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 342.61 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH GUM AVENUE; THENCE CONTINUING S 89\*55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 799.41 FEET THENCE S 0018'59" W A DISTANCE OF 196.75 FEET; THENCE S 4613'03" E A DISTANCE OF 65.01 FEET: THENCE S 02°05'29" E A DISTANCE OF 87.94 FEET; THENCE S 44°39'01" W A DISTANCE OF 130.85 FEET: THENCE S 39°39'05" W A DISTANCE OF 120.25 FEET; THENCE S 47°27'21" W A DISTANCE OF 47.93 FEET; THENCE S 75"14'59" W A DISTANCE OF 46.50 FEET; THENCE S 8118'57" W A DISTANCE OF 355.00 FEET; THENCE S 08'41'03" E A DISTANCE OF 120.00 FEET: THENCE N 81"8'57" E A DISTANCE OF 12.94 FEET; THENCE S 08'41'03" A DISTANCE OF 50.00 FEET; THENCE S 01°30'02" E A DISTANCE OF 74.14 FEET; THENCE S 0910'05" W A DISTANCE OF 69.43 FEET: THENCE S 2425'20" E A DISTANCE OF 91.96 FEET: THENCE S 38°55'11" E A DISTANCE OF 118.30 FEET; THENCE S 53"11'16" W A DISTANCE OF 26.64 FEET: THENCE S 26°31'13" E A DISTANCE OF 118.91 FEET: THENCE S 66°02'02" W A DISTANCE OF 5.30 FEET; THENCE S 23°57'58" E A DISTANCE OF 175.00 FEET; THENCE N 66°02'02" E A DISTANCE OF 512.25 FEET; THENCE N 87°05'11" E A DISTANCE OF 184.35 FEET THENCE S 16'31'32" E A DISTANCE OF 34.31 FEET; THENCE S 38"10'01" E A DISTANCE OF 130.57 FEET; THENCE S 84°57'30" E A DISTANCE OF 227.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4); THENCE S 89'59'50" E AND ALONG SAID SOUTH LINE A DISTANCE OF 488.01 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF SOUTHEAST QUARTER (N/2 SE/4); THENCE N 00°09'50" W AND ALONG THE EAST LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 800.02 FEET; THENCE S 89'55'20" W A DISTANCE OF 190.00 FEET; THENCE N 00°09'50" W AND PARALLEL TO SAID EAST LINE A DISTANCE OF 170.00 FEET; THENCE N 89°55'20" E A DISTANCE OF 190.00 FEET TO A POINT ON SAID EAST LINE; THENCE N 00°09'50" W ALONG SAID EAST LINE A DISTANCE OF 48.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NORTH GUM AVENUE; THENCE S 89° 55'20" W AND ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 60.00 FEET: THENCE N 61"18'51" W AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH GUM AVENUE A DISTANCE OF 159.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 277.97 FEET AND A CENTRAL ANGLE OF 57°41'32" FOR AN ARC LENGTH OF 279.89 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,705,031.27 SQUARE FEET OR 39.14 ACRES.

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

#### SECTION I STREETS, EASEMENTS AND UTILITIES

- 1. PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT FOR SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM SEWER DRAINAGE, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPUTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAY FOR THE USES AND PURPOSES THEREOF.
- 2. <u>UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE AND LIMITS NO ACCESS</u>. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:
- A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICE MAY ONLY BE LOCATED ALONG THE EAST PROPERTY LINE OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.
- B. TELEPHONE LINES AND CABLE TELEVISION CABLES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT—OF—WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE
- C. THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SO INSTALLED BY IT.
- D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION OR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.
- E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.
- F. LIMITS OF NO ACCESS: THE DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE SUBDIVISION DESIGNATED ON THE ATTACHED PLAT AS 'LIMITS OF NO ACCESS', WHICH 'LIMITS OF NO ACCESS' MAY BE MODIFIED, AMENDED, OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

# 3. GAS SERVICE

- A. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- B. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- C. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- D. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT—WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, PENOVANG OR PERILACING, ANY PORTION OF LINDERGROUND, CAS FACILITIES
- MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

  E. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED

UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A

- PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE. 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
- F. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- 4. WATER, SANITARY SEWER AND STORM SEWER. THE OWNERS OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING ON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED. WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER AT THE OWNER'S EXPENSE.
- 5. WATER AND SANITARY SEWER. THE CITY OF BROKEN ARROW ("THE CITY") SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC SANITARY SEWER FACILITIES OR PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE CITY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGOUND WATER AND SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- 6. LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER SYSTEM, STORM DRAINAGE, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT—OF—WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT—OF—WAY OR DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT—OF—WAY, THE ADVERSELY AFFECTED UTILITY COMPANY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SCHUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

#### 7. HOME OWNER'S ASSOCIATION

- A. INCLUSION IN HOME OWNERS ASSOCIATION. AS PART OF THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE STONE WOOD CROSSING HOME OWNERS ASSOCIATION, INC. AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"). THE MAIN OBJECTIVE OF THE ASSOCIATION IS THE MAINTENANCE OF THE LANDSCAPED ENTRANCES, AND ALL OTHER LANDSCAPED BUFFERS AND ISLANDS. THE DEVELOPER MAY PERMIT OTHER ADJACENT PROPERTY OWNERS, E.G., OWNERS OF LOTS IN FUTURE ADDITIONS OF STONE WOOD CROSSING OR OWNERS OF OTHER TRACTS WITHIN THE ELM CREEK COMMUNITY DEVELOPMENT P.U.D., ETC., TO BECOME MEMBERS OF THE ASSOCIATION AND/OR TO ENJOY ANY PORTION OF THE PARK AREAS THAT MAY BE CREATED.
- B. BINDING EFFECTS: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY—LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.
- C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE WOOD CROSSING.
- D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTICTIONS FOR THE ADDITION. FINAL DOCUMENTS ON THE ASSOCIATION WILL BE FILED WITH THE FINAL PLAT AND INCLUDE THE MAINTENACE AGREEMENT AND OTHER SPECIFIC RIGHTS AND REQUIREMENTS FOR ASSOCIATION MEMBERS.
- E. RESERVE AREAS 'A' AND 'B' (OPEN SPACE, STORM WATER DETENTION, AND UTILITIES): FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER DOES HEREBY DEDICATED TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THE AREAS WITHIN RESERVE 'A' AND 'B' DEPICTED ON THE PLAT FOR THE PURPOSES OF UTILITIES, PERMITTING FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN STONE WOOD CROSSING, PROVIDED HOWEVER, THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN LANDSCAPING, HARDSCAPING AND OTHER IMPROVEMENTS WHICH DO NOT INTERFERE WITH THE INTENDED DRAINAGE AND DETENTION FUNCTIONS.

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

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

- THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND LITTER.
   THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT
- 3. DETENTION AND DRAINAGE FACILITIES SHALL BE MAINTAINED IN GOOD OPERATING CONDITION.

INTERVALS NOT TO EXCEED 2 WEEKS.

- 4. THE BANKS OR SIDE SLOPES OF LAKE IMPOUNDMENTS SHALL BE MAINTAINED SUFFICIENTLY TO PREVENT EROSION.
- 5. THE GRADES OF THE DETENTION EASEMENT AREAS EXISTING UPON COMPLETION OF THE

DETENTION AND DRAINAGE FACILITIES SHALL NOT BE ALTERED. OF

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

IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN "STONE WOOD CROSSING", PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO A PRO RATA AMOUNT DETERMINED BY A DENOMINATOR EQUAL TO THE NUMBER OF RESIDENTIAL LOTS WITHIN "STONE WOOD CROSSING" WHICH ARE SERVED BY THE DETENTION FACILITY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAYBE JUDICIALLY FORECLOSED.

F. RESERVE AREA 'C' (OPEN SPACE AND UTILITIES): RESERVE AREA 'C' AS DESIGNATED ON THE PLAT IS TO BE USED FOR UTILITIES AND OPEN SPACE AND SHALL BE ATTRACTIVELY LANDSCAPED WITH BERMS AND ASSORTED PLANT MATERIALS BY THE DEVELOPER AND TURNED

OVER TO THE ASSOCIATION FOR MAINTENANCE. IN THE EVENT THE ASSOCIATION FAILS TO MAINTAIN THESE AREAS IN A PROPER AND SAFE MANNER, THE CITY OF BROKEN ARROW WILL HAVE THE RIGHT TO MAINTAIN THESE AREAS AND BILL EACH MEMBER OF THE ASSOCIATION FOR THAT COST. SHOULD PAYMENT BY ANY MEMBER NOT OCCUR, THE CITY OF BROKEN ARROW AND/OR THE ASSOCIATION MAY PLACE A LIEN ON THE DELINQUENT MEMBER'S PERSONAL PROPERTY WITHIN THIS PLATTED AREA.

- G. TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J': THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J', PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNER'S ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH WITHIN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING, UTILITIES AND SIGNAGE WITH TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J'. THE HOLDER OF THE RESERVED EASEMENT, THE OWNER/DEVELOPER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, HEREIN CONVENANTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J'AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET
- H. ACCESS RESTRICTIONS: NO ACCESS SHALL BE ALLOWED ALONG STREET FRONTAGE IN WHICH THE BUILDING LINE SETBACK IS LESS THAN 25 FEET.
- 8. PUD 130A DEVELOPMENT STANDARDS (STONE WOOD CROSSING ENTIRELY WITHIN TRACT

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

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

#### MAXIMUM NUMBER OF DWELLING UNITS 290

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

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

MINIMUM LOT DEPTH 110 FT. MINIMUM REAR YARD 20 FT.

MINIMUM SIDE YARD 5/5 FT.
MINIMUM LOT FRONTAGE AT R.O.W. FOR PIE SHAPED

OR FLAG LOTS 30 FT. AT R.O.W.

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

#### 9. ARCHITECTURAL REVIEW COMMITTEE:

THERE WILL BE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE. THIS COMMITTEE WILL CONSIST OF MEMBERS APPOINTED BY THE OWNERS FROM THEIR STAFF, THE DEVELOPMENT TEAM OF STONE WOOD CROSSING UNTIL SUCH TIME THAT MEMBERSHIP IS TRANSFERRED DIRECTLY TO THE STONE WOOD CROSSING RESIDENTS. THEY WILL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF ALL SITE AND ARCHITECTURAL PLANS AS WELL AS THE SELECTION OF ARCHITECTURAL BUILDING MATERIALS. THEY WILL ALSO APPROVE ALL LANDSCAPE AND DRAINAGE PLANS BEFORE SUBMITTED TO THE CITY OF BROKEN ARROW FOR APPROVAL. THIS ARCHITECTURAL REVIEW COMMITTEE IS ONE OF THE MAJOR STEPS TO INSURE THE PROJECT WILL BE DEVELOPED AS ORIGINALLY INTENDED.

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

# SECTION II RESTRICTIVE COVENANTS

- A. ALL LOTS IN THE ADDITION SHALL BE RESIDENTIAL LOTS AND SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON RESIDENTIAL LOT OTHER THAN ONE SINGLE—FAMILY DWELLING. THE OWNER OR HIS DESIGNATED AGENT RESERVES THE RIGHT TO REVIEW AND APPROVE BUILDER'S PLANS PRIOR TO COMMENCING CONSTRUCTION OF ANY SINGLE—FAMILY DWELLING. RESERVES SHALL BE LIMITED TO USE FOR OPEN SPACE, LANDSCPAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION III HEREOF.
- B. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE, NOR NEARER TO THE SIDE STREET LINE THAN 25 FEET OR THE BUILDING LINES SHOWN ON THE RECORDED PLAT; AND AS ALLOWED ON PUD 130A.
- C. NO BUSINESS, TRADE OR ACTIVITY MAY BE CARRIED ON UPON ANY RESIDENTIAL LOT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- D. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS A FLOOR AREA OF LESS THAN 1,500 SQUARE FEET, MEASURED OVER EXTERIOR MASONRY WALLS, EXCLUDING GARAGES AND OPEN PORCHES. NO STRUCTURES SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS AN EXTERIOR WALL CONSTRUCTED OF LESS THAN 25% MASONRY OR MASONRY VENEER. DOORS, WINDOWS AND GABLE AREAS SHALL BE EXCLUDED IN SAID 25% COMPUTATION. MASONRY MATERIAL TO BE USED ON CONSTRUCTION OF MAIL BOXES.
- E. ROOFING SHALL BE SELF—SEALING COMPOSITION ROOFING SHINGLES. PROVIDED, HOWEVER THAT SHOULD SUCH ROOFING NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SIMULATING WEATHERED WOOD COLOR MAY BE PERMITTED BY THE ARCHITECTURAL COMMITTEE.
- F. NO FENCES SHALL BE INSTALLED ON THE FRONT PORTION OF ANY RESIDENTIAL LOT IN THE ADDITION BETWEEN THE FRONT LINE AND THE BUILDING SETBACK LINE. FENCES ON ANY RESIDENTIAL LOT SHALL NOT BE MORE THAN SIX (6) FEET IN HEIGHT. FENCES SHALL BE WOOD, UNLESS A CHANGE IS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE, WITH THE EXCEPTION OF DECORATIVE FENCES WHICH WILL BE PLACED AROUND ALL RESERVE POND AREAS. THESE FENCES WILL HAVE ONE COMMON TYPE OR STYLE AND SHALL BE SELECTED BY THE DEVELOPER.
- G. NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE PLACED OR ERECTED ON ANY RESIDENTIAL LOT, EITHER TEMORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE OR CHARACTER BE USED AS A RESIDENCE. NO MODULAR, MANUFACTURED OR MOBILE HOMES SHALL BE PERMITTED IN THIS ADDITION.
- H. NO INOPERATIVE VEHICLES OF ANY KIND SHALL BE STORED ON ANY LOT; AND, NO TRAILER, MOTOR HOME, BOAT TRAILER, OR TRAVEL TRAILER SHALL BE LOCATED, PARKED, OR STORED ON ANY STREET OR ON ANY LOT, EXCEPT WHOLLY WITHIN A GARAGE OR APPROPRIATELY SCREENED FROM VIEW FROM ANY STREET, PROVIDED NOTHING HEREIN SHALL PROHIBIT THE PARKING OF CUSTOMARY PASSENGER VEHICLES ON THE SURFACED DRIVEWAY.
- I. NO ANIMALS, INCLUDING FOWLS, SHALL BE RAISED, BRED OR KEPT ON ANY RESIDENTIAL LOT AT ANY TIME, EXCEPT THAT NOT MORE THAN TWO (2) OF EACH OF ANY COMMON HOUSEHOLD PET (WHICH ARE NOT USED, BRED OR MAINTAINED FOR COMMERCIAL PURPOSE) MAY BE KEPT. ALL HOUSEHOLD PETS MUST BE KEPT FENCED OR LEASHED.
- J. THE DEVELOPERS OF "STONE WOOD CROSSING" RESERVE THE RIGHT IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS IT IS THE OWNER OF ANY LOT OR ANY PART THEREOF TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS DEVELOPERS AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURT HOUSE OF TULSA COUNTY, OKLAHOMA.

#### SECTION III HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE "STONE WOOD CROSSING" HOMEOWNERS' ASSOCIATION, INC. (HEREAFTER REFERRED TO AS THE "ASSOCIATION"), A NONPROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "STONE WOOD CROSSING" AND FUTURE PHASES OF "STONE WOOD CROSSING II".

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN "STONE WOOD CROSSING" AND FUTURE PHASES OF "STONE WOOD CROSSING II".SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. THE ACCEPTANCE AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT IN "STONE WOOD CROSSING" AND FUTURE PHASES OF "STONE WOOD CROSSING II"., BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION, ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER PRIOR TO THE CONVEYANCE OF A LOT WITHIN "STONE WOOD CROSSING" AND FUTURE PHASES OF "STONE WOOD CROSSING II" AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. CERTAIN RIGHTS OF THE ASSOCIATION
WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE
THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER,
OF THE VARIOUS COVENANTS TO THE SAME EXTENT AS THE LOT OWNER.

#### SECTION IV TERM, AMENDMENT AND ENFORCEMENT

- A. THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON AND ENFORCEABLE BY THE OWNER, ITS SUCCESSOR'S, GRANTEES AND ASSIGNS BY THE BENEFICIARIES OF THE COVENANTS SET FORTH WITH THE RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, UNTIL JANUARY 01, 2024, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE THE THEN OWNERS OF THE LAND WITHIN "STONE WOOD CROSSING" IT IS AGREED, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART; PROVIDED HOWEVER, SUCH COVENANTS AND RESTRICTIONS MAY BE AMENDED OR MODIFIED AT ANY TIME BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN "STONE WOOD CROSSING" WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.
- B. IN THE EVENT THE UNDERSIGNED OR ANY OF ITS SUCCESSORS, GRANTEES, OR ASSIGNS, OR ANY PERSON CLAIMING SUCCESSORS, GRANTEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN "STONE WOOD CROSSING", THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO THE SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, OKLAHOMA SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGEMENT OR OTHER ACTION SHALL NOT EFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

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

# STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 15 DAY OF 2005, PERSONALLY APPEARED PHIL ROLAND, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:

PUBLIC

STATE OF

OKLAHOMA

# CERTIFICATE OF SURVEYOR

I, ALAN C. HALL, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HERBY CERTIFY THAT I HAVE CAREFULY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS STONE WOOD CROSSING, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS TO THE BEST OF MY KNOWLEDGE A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 15 DAY OF December, 2005



ALAN C. HALL
PROFESSIONAL LAND SURVEYOR # 1283

STATE OF OKLAHOMA

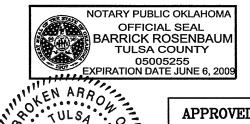
COUNTY OF TULSA

SEAL

S. COUNTY .

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 15 DAY OF 2005, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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



NOTARY PUBLIC: BARRICK ROSENBAUM # 05005255

MY COMMISSION EXPIRES:

JUNE 6. 2009

APPROVED 9-19-05 by the City Council of the City of Broken Arrow, Oklahoma.

Reclard Carte

Mayor

Attest: City Clerk Mayor

Stone Wood Crossing
Case No. PT04-111
Development No. 04-145

Date Prepared: December 13, 2005

Sheet 2 of 2