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Seven Oaks South

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE E/2 NW/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP
18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

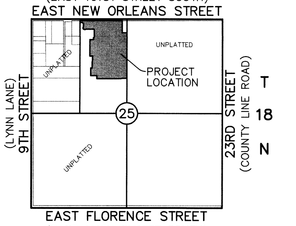
PLAT No. 6220

Legend

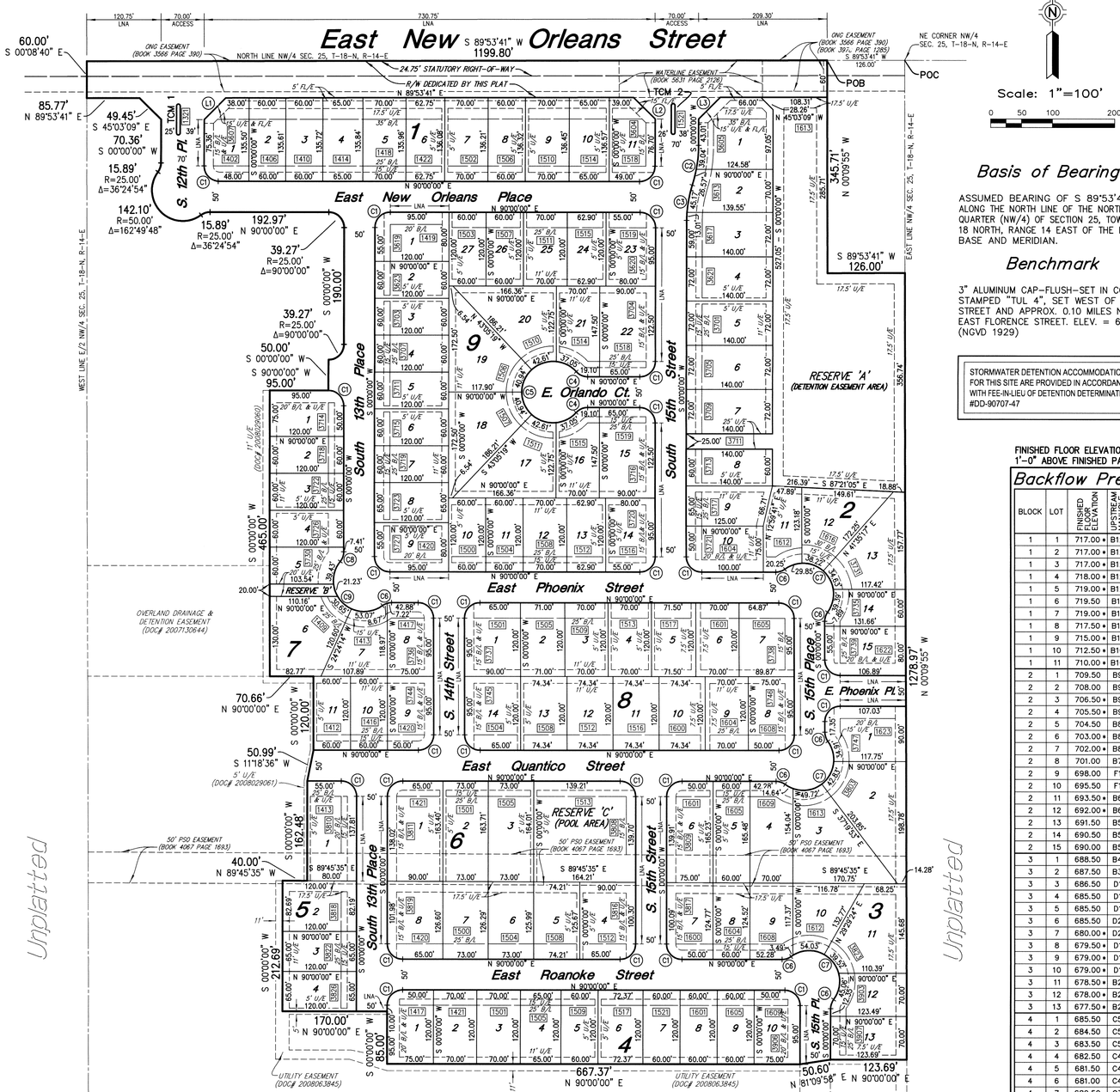
B/L	BUILDING LINE
FL/E	FENCE AND LANDSCAPE EASEMENT
LNA	LIMITS OF NO ACCESS
R/W	RIGHT OF WAY
TCM	TRAFFIC CONTROL MEDIAN
U/E	UTILITY EASEMENT
1600	STREET ADDRESS
(X)	CURVE/LINE TABLE CALLOUT

Owner/Developer
SEVEN OAKS SOUTH, LLC
6314 EAST 96TH STREET
TULSA, OKLAHOMA 74137
(918) 261-5200
MR. CHUCK RAMSAY

Engineer/Surveyor
HROOK, INC.
1913 WEST TACOMA, SUITE-A
BROKEN ARROW, OKLAHOMA 74012
PHONE: (918) 258-3737
FAX: (918) 258-2554
C.A.#3643 EXPIRES JUNE 30, 2009



Location Map
SCALE: 1"=2000'



Scale: 1"=100'
0 50 100 200

Subdivision Contains One Hundred & Thirteen (113) Lots in Nine (9) Blocks and Three (3) Reserve Areas

Block 1	11 Lots
Block 2	15 Lots
Block 3	13 Lots
Block 4	10 Lots
Block 5	4 Lots
Block 6	8 Lots
Block 7	11 Lots
Block 8	14 Lots
Block 9	27 Lots

37.01 Acres

Basis of Bearings

ASSUMED BEARING OF S 89°53'41" W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN.

Benchmark

3" ALUMINUM CAP-FLUSH-SET IN CONC.-STAMPED "TUL 4", SET WEST OF 23RD STREET AND APPROX. 0.10 MILES NORTH EAST FLORENCE STREET. ELEV. = 633.40 (NGVD 1929)

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"X 18" STEEL PIN WITH A PLASTIC CAP STAMPED "PLS 1283" AT ALL CORNERS.

Notes

ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-90707-47

FINISHED FLOOR ELEVATION SHALL BE 1'-0" ABOVE FINISHED PAD ELEVATION.

Backflow Preventer Valve Table

BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	MANHOLE RIM ELEVATION	BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	MANHOLE RIM ELEVATION
1	1	717.00 •	B12	720.11	6	5	683.00 •	D2	683.61
1	2	717.00 •	B12	720.11	6	6	684.00 •	D3	688.00
1	3	717.00 •	B12	720.11	6	7	685.50 •	D3	688.00
1	4	718.00 •	B12	720.11	6	8	688.00 •	D3	688.00
1	5	719.00 •	B12	720.11	RESERVE	C	688.00	D2	683.61
1	6	719.50	B11	720.17	7	1	711.50	E7	709.32
1	7	719.00 •	B11	720.17	7	2	711.00	E7	709.32
1	8	717.50 •	B11	720.17	7	3	709.50 •	E7	709.32
1	9	715.00 •	B11	720.17	7	4	708.50 •	E7	709.32
1	10	712.50 •	B10	715.27	7	5	707.00	E6	705.99
1	11	710.00 •	B10	715.27	7	6	705.50	E5	699.59
2	1	709.50	B9	705.79	7	7	704.50	E5	699.59
2	2	708.00	B9	705.79	7	8	703.50	E5	699.59
2	3	706.50 •	B9	705.79	7	9	696.00 •	E5	699.59
2	4	705.50 •	B9	705.79	7	10	697.00 •	E5	699.59
2	5	704.50	B8	702.99	7	11	698.50 •	E5	699.59
2	6	703.00 •	B8	702.99	8	1	700.50	E4	696.35
2	7	702.00 •	B8	702.99	8	2	697.50	E4	696.35
2	8	701.00	B7	699.39	8	3	695.50 •	E4	696.35
2	9	698.00	F1	693.19	8	4	695.00	E3	686.98
2	10	695.50	F1	693.19	8	5	694.50	E3	686.98
2	11	693.50 •	B6	697.25	8	6	692.00	E3	686.98
2	12	692.00 •	B6	697.25	8	7	691.00	E3	686.98
2	13	691.50	B5	688.18	8	8	686.50 •	E3	686.98
2	14	690.50	B5	688.18	8	9	685.50 •	E3	686.98
2	15	690.00	B5	688.18	8	10	685.50 •	E3	686.98
3	1	688.50	B4	685.65	8	11	686.50 •	E3	686.98
3	2	687.50	B3	683.16	8	12	689.00 •	E4	696.35
3	3	686.50	D1	679.79	8	13	690.50 •	E4	696.35
3	4	685.50	D1	679.79	8	14	693.00 •	E4	696.35
3	5	685.50	D1	679.79	9	1	719.50	G7	717.67
3	6	685.50	D2	683.61	9	2	716.50 •	G7	717.67
3	7	680.00 •	D2	683.61	9	3	715.50	G6	710.78
3	8	679.50 •	D1	679.79	9	4	714.00	G6	710.78
3	9	679.00 •	D1	679.79	9	5	713.00	G6	710.78
3	10	679.00 •	D1	679.79	9	6	712.00	G5	710.10
3	11	678.50 •	B2	678.69	9	7	710.50 •	G5	710.10
3	12	678.00 •	B2	678.69	9	8	708.50	H1	702.92
3	13	677.50 •	B2	678.69	9	9	706.50 •	H1	702.92
4	1	685.50	C5	679.74	9	10	703.00 •	G4	704.17
4	2	684.50	C5	679.74	9	11	700.00 •	G4	704.17
4	3	683.50	C5	679.74	9	12	699.00 •	G3	698.84
4	4	682.50	C4	677.86	9	13	698.00 •	G3	698.84
4	5	681.50	C4	677.86	9	14	697.50 •	G3	698.84
4	6	681.00	C4	677.86	9	15	703.00	G3	698.84
4	7	680.50	C3	675.03	9	16	704.00	G3	698.84
4	8	679.50	C3	675.03	9	17	706.00	G3	698.84
4	9	679.00	C3	675.03	9	18	708.00 •	G5	710.10
4	10	678.50	C3	675.03	9	19	708.00 •	G6	710.78
5	1	697.50	C9	692.12	9	20	708.00 •	I1	707.44
5	2	691.00 •	C8	693.41	9	21	706.50 •	I1	707.44
5	3	689.00 •	C8	693.41	9	22	704.50 •	I1	707.44
5	4	687.00 •	C8	693.41	9	23	709.50	I1	707.44
6	1	694.50	D3	688.00	9	24	712.00	I1	707.44
6	2	692.50	D3	688.00	9	25	715.00	I1	707.44
6	3	691.50	D3	688.00	9	26	717.00	I1	707.44
6	4	682.50 •	D2	683.61	9	27	718.50	I1	707.44

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.

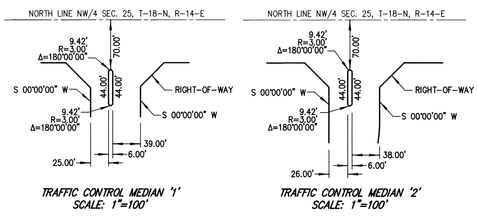
• REQUIRES BACKFLOW PREVENTER VALVE.

Curve Table

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	90°00'00"	25.00'	39.27'
C2	174°34'49"	212.00'	65.60'
C3	174°34'49"	188.00'	58.18'
C4	48°11'23"	25.00'	21.03'
C5	276°22'46"	50.00'	241.19'
C6	35°24'54"	25.00'	15.89'
C7	162°49'48"	50.00'	142.10'
C8	39°02'17"	25.00'	17.03'
C9	165°27'11"	50.00'	144.38'

Line Table

NUMBER	BEARING	LENGTH
L1	N 44°56'51" E	49.54'
L2	N 45°03'09" W	49.45'
L3	N 44°56'51" E	49.54'



TRAFFIC CONTROL MEDIAN '1' SCALE: 1"=100'

TRAFFIC CONTROL MEDIAN '2' SCALE: 1"=100'

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 now on file in my office.

Dated the 23rd day of July, 2008
EARLENE WILSON, Tulsa County Clerk
Deputy

APPROVED 11-5-07 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk 7-21-08

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 $ 210.00 per trust receipt no. 10046 to be applied to 20 08 taxes. This certificate is NOT to be construed as payment of 20 08 taxes in full but is given in order that this plat may be filed on record. 20 08 taxes must be paid out of the amount of the security deposit.

Dated 23 July 08
Dennis Semler
Tulsa County Treasurer
By
Deputy

Seven Oaks South
Case No. PT04-132
Development No. DN04-193
Sheet 1 of 2
Date Prepared: July 11, 2008

WCI 11134

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SEVEN OAKS SOUTH, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER (E/2, NW/4) OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 25; THENCE S 89°53'41" W, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°53'41" W, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1,199.80 FEET, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER (E/2, NW/4); THENCE S 00°08'40" E, ALONG THE WEST LINE OF SAID EAST HALF (E/2), A DISTANCE OF 60.00 FEET; THENCE N 89°53'41" E, PARALLEL TO AND 60.00 FEET FROM THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 85.77 FEET; THENCE S 45°03'09" E A DISTANCE OF 49.45 FEET; THENCE S 00°00'00" W A DISTANCE OF 70.36 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°24'54" AND AN ARC DISTANCE OF 15.89 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 162°49'48" AND AN ARC DISTANCE OF 142.10 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°24'54" AND AN ARC DISTANCE OF 15.89 FEET; THENCE N 90°00'00" E A DISTANCE OF 192.97 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 39.27 FEET; THENCE S 00°00'00" W A DISTANCE OF 190.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 39.27 FEET; THENCE S 00°00'00" W A DISTANCE OF 50.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 95.00 FEET; THENCE S 00°00'00" W A DISTANCE OF 465.00 FEET; THENCE N 90°00'00" E A DISTANCE OF 70.66 FEET; THENCE S 00°00'00" W A DISTANCE OF 120.00 FEET; THENCE S 11°18'36" W A DISTANCE OF 50.99 FEET; THENCE S 00°00'00" W A DISTANCE OF 162.48 FEET; THENCE N 89°45'35" W A DISTANCE OF 40.00 FEET; THENCE S 00°00'00" W A DISTANCE OF 212.69 FEET; THENCE N 90°00'00" E A DISTANCE OF 110.00 FEET; THENCE S 00°00'00" W A DISTANCE OF 85.00 FEET; THENCE N 90°00'00" E A DISTANCE OF 667.37 FEET; THENCE N 81°09'58" E A DISTANCE OF 50.60 FEET; THENCE N 90°00'00" E A DISTANCE OF 123.69 FEET TO A POINT ON THE EAST LINE OF SAID EAST HALF (E/2); THENCE N 00°09'55" W, ALONG THE EAST LINE OF SAID EAST HALF (E/2), A DISTANCE OF 1,278.97 FEET; THENCE S 89°53'41" W, PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 126.00 FEET; THENCE N 00°09'55" W, PARALLEL TO THE EAST LINE OF SAID EAST HALF (E/2), A DISTANCE OF 345.71 FEET, TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 1,612,199.21 SQUARE FEET / 37.01 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "SEVEN OAKS SOUTH", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER "SEVEN OAKS SOUTH" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES 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 RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, AND BY THE SUPPLIER OF ANY SERVICE TO UTILITY EASEMENTS, 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 DRIVEWAYS, STORM AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTH SIDE PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

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 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 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 CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 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 INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, 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 CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE 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 UNDERGROUND 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 PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

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 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.

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 HEREBY.

E. STORMWATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA A (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

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

3. DETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III.) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

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

   B. THE DETENTION EASEMENT AREAS SHALL BE MOWED 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 AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM 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 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 THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/113TH OF THE COSTS.

   E. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED 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 FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST NEW ORLEANS STREET (EAST 101ST STREET SOUTH) WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE 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.

H. RESERVE AREA A & B

THE USE OF RESERVE AREA A & B SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

I. RESERVE AREA C

THE USE OF RESERVE AREA C SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING, POOL, CLUBHOUSE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

J. TRAFFIC CONTROL MEDIAN

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIAN 1 AND 2 AS DEPICTED ON THE ACCOMPANYING PLAT, (HEREINAFTER THE TCM'S) FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF TCM'S, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS' ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH WITH SECTION III HEREOF, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF LANDSCAPING, INCLUDING IRRIGATIONS SYSTEMS AND SIGNAGE WITHIN THE TCM'S. THE OWNER/DEVELOPER HEREIN COVENANTS THAT THE HOLDER OF THE RESERVED EASEMENT SHALL MAINTAIN ANY LANDSCAPING, INCLUDING IRRIGATION SYSTEMS OR SIGNAGE LOCATED WITHIN THE TCM'S AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO SIGNAGE OR LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

K. SIDEWALKS

THE DEVELOPER SHALL CONSTRUCT SIDEWALKS ALONG EAST NEW ORLEANS STREET AND ALONG ALL RESERVE AREAS THAT ARE ADJACENT TO A PUBLIC STREET.

L. MINIMUM BUILDING SETBACKS AND YARDS

1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.

2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARD ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY (20) FEET.

3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.

4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

M. TRENCHING IN 50' PSO EASEMENT RESTRICTIONS

THE OWNER/BUILDER OF LOT 2 BLOCK 6, LOT 2 BLOCK 3 AND LOT 6 BLOCK 3 SHALL NOT TRENCH WITHIN 30' OF THE EXISTING POWER POLES LOCATED ON THOSE LOTS.

SECTION II. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE

1. PLAN REVIEW: NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE: THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES: THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2018, BE DEEMED TRANSFERRED TO THE SEVEN OAKS SOUTH HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET FORTH WITHIN SECTION III HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA

1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.

2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,200 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAT FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

D. MAXIMUM BUILDING HEIGHT

NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY FIVE FEET IN HEIGHT.

E. GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

F. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

G. MASONRY

THE EXTERIOR SURFACE OF ALL DWELLINGS, EXCEPTING WINDOWS AND DOORS, SHALL BE 100% BRICK, NATURAL ROCK OR STUCCO, TO THE FIRST FLOOR PLATE LINE, PROVIDED HOWEVER THAT THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS REQUIREMENT.

H. WINDOWS

WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

J. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

K. DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING

FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. FENCES SHALL BE CONSTRUCTED OF WOOD AND SHALL NOT EXCEED SIX (6) FEET IN HEIGHT WITH THE EXCEPTION OF A SIXTEEN (16) FOOT TAPER FROM SAID SIX (6) FOOT WOOD SIDE YARD FENCE TO REAR YARD FIVE (5) FOOT CHAIN LINK FENCE AS DESCRIBED THIS PARAGRAPH. CHAIN LINK FENCING SHALL ONLY BE REQU