TULSA COUNTY CLERK - PAT KEY
Doc # 6634 Page(s): 3 Recorded 10/01/2015 04:01:20 PM
Receipt # 15-2646 Fees: $30.00

Seven Oaks South II

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.

0 40 80 160
DRAWING SCALE: 1"= 80'

DETENTION NOTE

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-9070747

OWNER/DEVELOPER

SEVEN OAKS SOUTH, LLC
6314 EAST 96TH STREET
TULSA, OKLAHOMA 74137
PHONE: 918.261.5200
ATTN: CHUCK RAMSAY

ENGINEER

AAB ENGINEERING, LLC
PO BOX 2136
SAND SPRINGS, OK 74063
OK CA#6318 EXP: JUNE 30,2016
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM

SURVEYOR

ATLAS LAND OFFICE, LLC
202 SOUTH MAIN STREET
WAGONER, OK 74467
OK CA#6752 EXP:JUNE 30,2016
PHONE: 918.485.9987
ATTN: ALBERT JONES III

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 $113.00 per trust receipt no.14087 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed of record. 2015 taxes may exceed the amount of the security deposit.

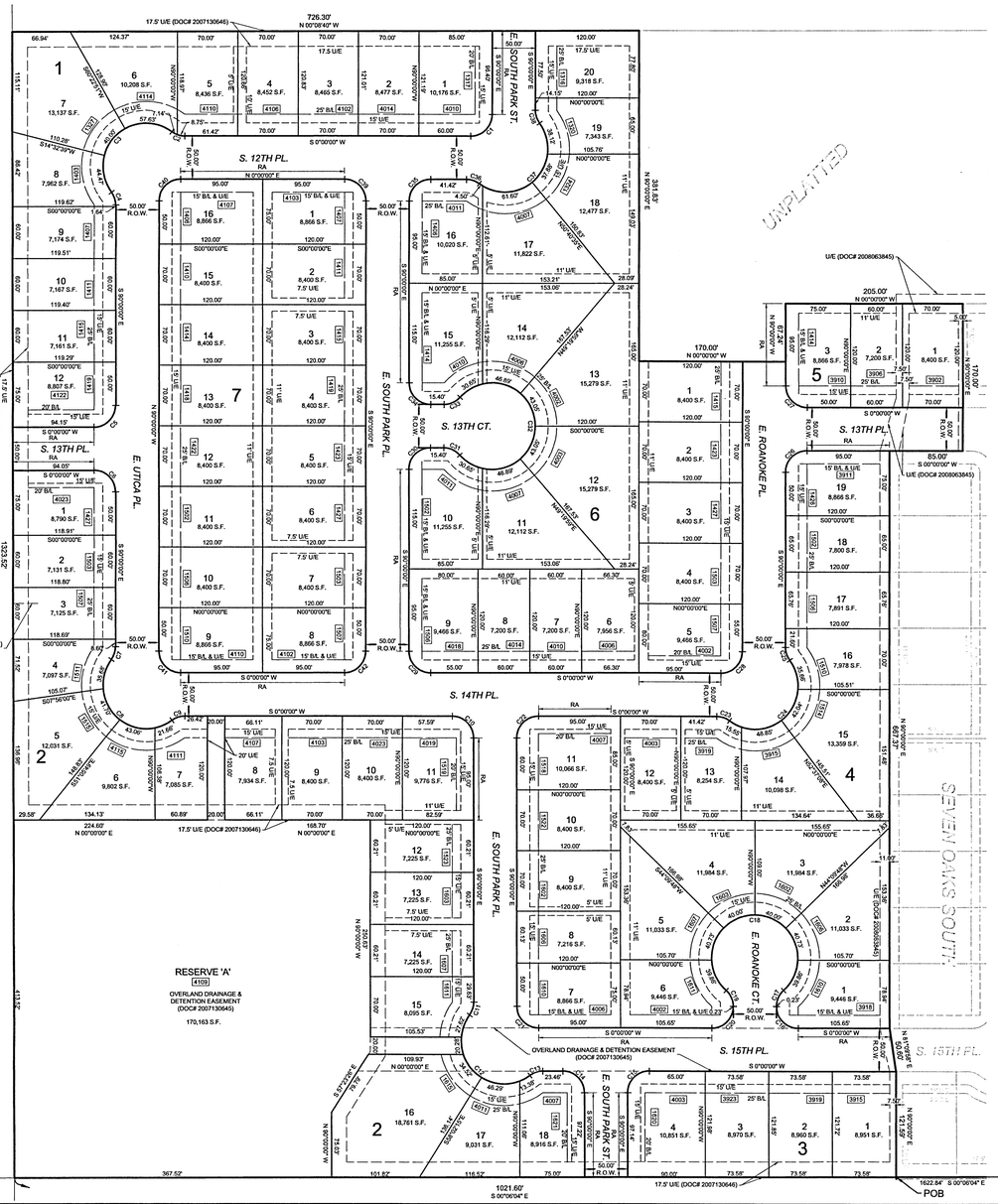
Dated: 10/01/2015
Dennis Semley
Tulsa County Treasurer
By: _____ Deputy

R-14-E
(EAST 101ST STREET)
EAST NEW ORLEANS STREET
(SOUTH 177 AVENUE EAST)
SOUTH 9TH STREET
SOUTH 23RD AVENUE
T-18-N
SEVEN OAKS 2006
UNPLATTED
UNPLATTED
UNPLATTED
UNPLATTED
25
PROJECT LOCATION
EAST FLORENCE AVENUE SOUTH
(EAST 111TH STREET SOUTH)
LOCATION MAP
SCALE: 1"=2000'

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_____ day of _____, 20____
EARLENE WILSON, Tulsa County Clerk
_____ Deputy



LEGEND

B/L	BUILDING LINE
RA	RESTRICTED ACCESS **
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
BK	BOOK
PG	PAGE
XXXX	ADDRESS

** NO ACCESS SHALL BE ALLOWED TO STREETS WHERE ABUTTING BUILDING LINE IS LESS THAN 25'.

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY-TWO (92) LOTS IN SEVEN (7) BLOCKS AND ONE (1) RESERVE AREAS (23.36 TOTAL ACRES)

BLOCK 1	2.42 ACRES
BLOCK 2	3.67 ACRES
BLOCK 3	0.87 ACRES
BLOCK 4	4.14 ACRES
BLOCK 5	0.56 ACRES
BLOCK 6	4.66 ACRES
BLOCK 7	3.13 ACRES
RESERVE AREA "A"	3.91 ACRES

SUBDIVISION DATA

BENCHMARK

3" ALUMINUM CAP-FLUSH-SET IN CONCRETE STAMPED "TUL 4", SET WEST OF 23RD STREET AND APPROXIMATELY 0.10 MILES NORTH EAST FLORENCE STREET.

ELEV=633.40' (NAVD 1929)

BASIS OF BEARINGS

THE BASIS OF BEARING FOR SAID TRACT IS S 00°06'04" E ALONG THE EAST LINE OF THE NORTHWEST QUARTER (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.

MONUMENTATION

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" X 18" STEEL PIN WITH A PLASTIC CAP STAMPED "ATLAS 6752" AT ALL CORNERS.

ADDRESSES

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.

WATER AND SEWER

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

BACKFLOW PREVENTER VALVE TABLE

BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	MANHOLE RIM ELEVATION	BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	MANHOLE RIM ELEVATION	BLOCK	LOT	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	MANHOLE RIM ELEVATION
1	1	679.00*	A1	679.99	3	2	674.60	M	673.44	6	7	671.30*	D3	674.11
1	2	677.10	A1	679.99	3	3	673.20*	M	673.44	6	8	670.30	D3	674.11
1	3	676.00*	A1	679.99	3	4	671.60*	L	671.88	6	9	669.20*	D3	674.11
1	4	675.00	A	672.62	4	1	674.00*	P	675.03	6	10	673.40*	D3	674.11
1	5	674.30	A	672.62	4	2	674.40*	P	675.03	6	11	674.80*	D3	674.11
1	6	673.90	A	672.62	4	3	674.70	F1	673.33	6	12	675.50	D3	674.11
1	7	673.70	A	672.62	4	4	674.70	F1	673.33	6	13	675.50*	D4	678.70
1	8	673.40	C	670.25	4	5	674.40	E4	669.72	6	14	675.50	G3	675.51
1	9	672.70	C	670.25	4	6	673.60	E4	669.72	6	15	675.30*	G3	675.51
1	10	672.10	C	670.25	4	7	668.10*	E4	669.72	6	16	678.40	G3	675.51
1	11	671.50	D	667.27	4	8	668.00*	E4	669.72	6	17	679.80	G3	675.51
1	12	670.80	D	667.27	4	9	668.00*	E4	669.72	6	18	680.30	D5	682.88
2	1	669.60	D	667.27	4	10	668.80*	E3	669.73	6	19	682.00*	B1	683.02
2	2	669.00	D	667.27	4	11	669.90*	E3	669.73	6	20	684.00*	B1	683.02
2	3	668.30	E	664.76	4	12	672.90*	F1	673.33	7	1	676.80	C5	673.05
2	4	668.00	E	664.76	4	13	673.80*	F1	673.33	7	2	675.60	C5	673.05
2	5	668.00	E	664.76	4	14	674.60	F1	673.33	7	3	674.50	C4	672.50
2	6	667.80	F	665.75	4	15	675.00*	Q	677.86	7	4	673.40	C4	672.50
2	7	667.10	F	665.75	4	16	675.50*	Q	677.86	7	5	672.30*	C4	672.50
2	8	667.10	F	665.75	4	17	676.00*	R	679.74	7	6	671.30*	C4	672.50
2	9	667.80	G	666.00	4	18	676.30*	R	679.74	7	7	669.00*	C3	668.81
2	10	668.50	G	666.00	4	19	677.00*	R	679.74	7	8	670.10	C3	668.81
2	11	669.30	H1	667.64	5	1	684.10*	U	693.41	7	9	668.80*	C3	668.81
2	12	668.20	H	666.67	5	2	684.00*	I1	683.75	7	10	668.00*	C3	668.81
2	13	667.50*	H	666.67	5	3	683.00*	I1	683.75	7	11	669.50*	C4	672.50
2	14	667.50*	H	666.67	6	1	679.80	D4	678.70	7	12	670.20*	C4	672.50
2	15	668.50	H	666.67	6	2	678.10*	D4	678.70	7	13	670.90*	C4	672.50
2	16	669.40	I	665.50	6	3	676.50*	D4	678.70	7	14	671.50*	C4	672.50
2	17	669.50	K	668.25	6	4	675.60	E1	671.49	7	15	672.20*	C5	673.05
2	18	669.80*	L	671.88	6	5	674.90	E1	671.49	7	16	673.00*	C5	673.05
3	1	676.10	M	673.44	6	6	672.20*	D3	674.11					

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

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	36°24'54"	25.00'	15.89'
C3	162°49'48"	50.00'	142.10'
C4	36°24'54"	25.00'	15.89'
C5	90°00'00"	25.00'	39.27'
C6	90°00'00"	25.00'	39.27'
C7	36°24'54"	25.00'	15.89'
C8	162°49'48"	50.00'	142.10'
C9	36°24'54"	25.00'	15.89'
C10	90°00'00"	25.00'	39.27'
C11	36°24'54"	25.00'	15.89'
C12	162°49'48"	50.00'	142.10'
C13	36°24'54"	25.00'	15.89'
C14	90°00'00"	25.00'	39.27'
C15	90°00'00"	25.00'	39.27'
C16	90°00'00"	25.00'	39.27'
C17	48°11'23"	25.00'	21.03'
C18	276°22'46"	50.00'	241.19'
C19	48°11'23"	25.00'	21.03'
C20	90°00'00"	25.00'	39.27'
C21	90°00'00"	25.00'	39.27'
C22	90°00'00"	25.00'	39.27'
C23	36°24'54"	25.00'	15.89'
C24	162°49'48"	50.00'	142.10
C25	36°24'54"	25.00'	15.89'
C26	90°00'00"	25.00'	39.27'
C27	90°00'00"	25.00'	39.27'
C28	90°00'00"	25.00'	39.27'
C29	90°00'00"	25.00'	39.27'
C30	90°00'00"	25.00'	39.27'
C31	48°11'23"	25.00'	21.03'
C32	276°22'46"	50.00'	241.19'
C33	48°11'23"	25.00'	21.03'
C34	90°00'00"	25.00'	39.27'
C35	90°00'00"	25.00'	39.27'
C36	36°24'54"	25.00'	15.89'
C37	162°49'48"	50.00'	142.10'
C38	36°24'54"	25.00'	15.89'
C39	90°00'00"	25.00'	39.27'
C40	90°00'00"	25.00'	39.27'
C41	90°00'00"	25.00'	39.27'
C42	90°00'00"	25.00'	39.27'

APPROVED: 9/15/15 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.
MAYOR
ATTEST/ CITY CLERK

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

SEVEN OAKS SOUTH II
Case No. PT08-106A
Development No. 03-210
Sheet 1 of 3

Date Prepared: September 16, 2015

PLOT DATE: Wed, 30 Sep 2015 FILE: P:\18\425-SEVEN OAKS SOUTH II\BASE

Seven Oaks South II

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.

OWNER/DEVELOPER
SEVEN OAKS SOUTH, LLC
6314 EAST 96TH STREET
TULSA, OKLAHOMA 74137
PHONE: 918.261.5200
ATTN: CHUCK RAMSAY

ENGINEER
AAB ENGINEERING, LLC
PO BOX 2136
SAND SPRINGS, OK 74063
OK CA#6318 EXP: JUNE 30,2016
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM

SURVEYOR
ATLAS LAND OFFICE, LLC
202 SOUTH MAIN STREET
WAGONER, OK 74467
OK CA#6752 EXP:JUNE 30,2016
PHONE: 918.485.9987
ATTN: ALBERT JONES III

NOW 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 SITUATED 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, ACCORDING TO THE U.S. GOVERNMENT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 25 SAID POINT BEING A MAG NAIL AS RECORDED IN THE RECORDS OF OKLAHOMA DEPARTMENT OF LIBRARIES AS THE N/4 CORNER OF SAID SECTION 25; THENCE S 00°06'04" E AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 1622.84 FEET, TO A POINT ON THE SOUTH LINE OF LOT 13, BLOCK 3, SEVEN OAKS SOUTH, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (PLAT NUMBER 6220) AS RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AND THE POINT OF BEGINNING, SAID POINT BEING N 90°00'00" W AND A DISTANCE OF 2.10 FEET FROM THE SOUTHEAST CORNER OF SAID SEVEN OAKS SOUTH AND A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 1283"; THENCE N 90°00'00" W AND ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 121.59 FEET TO A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 1283"; THENCE S 81°09'58" W AND ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 50.60 FEET TO A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 1283"; THENCE N 90°00'00" W AND ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 667.37 FEET TO A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 1283"; THENCE N 00°00'00" W AND ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 85.00 FEET TO A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 1283"; THENCE N 90°00'00" W AND ALONG THE SOUTH LINE OF SAID PLAT A DISTANCE OF 170.00 FEET TO A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 1283"; THENCE S 00°00'00" E A DISTANCE OF 205.00 FEET; THENCE N 90°00'00" E A DISTANCE OF 67.24 FEET; THENCE S 00°00'00" E A DISTANCE OF 170.00 FEET; THNECE S 90°00'00" W A DISTANCE OF 381.83 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4); THENCE S 00°08'40" E AND ALONG SAID WEST LINE A DISTANCE OF 726.30 FEET TO A FOUND DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "1483" SAID POINT BEING THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4); THENCE N 89°53'34" E AND ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) A DISTANCE OF 1323.52 FEET TO THE SOUTHEAST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) AND A FOUND #3 DEFORMED BAR WITH A YELLOW PLASTIC CAP STAMPED "SACK"; THENCE N 00°06'04" W AND ALONG THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4) A DISTANCE OF 1021.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,256,670.9607 SQUARE FEET/28.849 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 92 LOTS IN 7 BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SEVEN OAKS SOUTH II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "SEVEN OAKS SOUTH II" 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 OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW 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 ALL UTILITY LINES, INCLUDING 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 SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. 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, 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, 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 PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR 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 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. THE CITY OF BROKEN ARROW MAY SPECIFICALLY ENFORCE THIS PROVISION.

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. 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.

E. 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.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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 F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. RESERVE AREA A

THE USE OF RESERVE AREA A SHALL BE LIMITED TO USE AS OPEN SPACE, LANDSCAPING, OVERLAND DRAINAGE AND DETENTION AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

H. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

I. 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-FIVE (25) FEET. NO ACCESS SHALL BE ALLOWED TO STREETS WHERE ABUTTING BUILDING LINE IS LESS THAN 25 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.

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, 2025, 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 TOP PLATE, 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

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENDING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE, VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. PERIMETER FENCING

THE OWNER/DEVELOPER HEREIN ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION A PERPETUAL EXCLUSIVE EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES FOR THE SUBDIVISION ADJACENT TO EAST NEW ORLEANS STREET WITHIN THE FENCE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "F&LE."

N. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

O. ON-SITE CONSTRUCTION

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

P. OUTBUILDINGS

WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

Seven Oaks South II

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.

OWNER/DEVELOPER
SEVEN OAKS SOUTH, LLC
6314 EAST 96TH STREET
TULSA, OKLAHOMA 74137
PHONE: 918.261.5200
ATTN: CHUCK RAMSAY

ENGINEER
AAB ENGINEERING, LLC
PO BOX 2136
SAND SPRINGS, OK 74063
OK CA#6318 EXP: JUNE 30,2016
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM

SURVEYOR
ATLAS LAND OFFICE, LLC
202 SOUTH MAIN STREET
WAGONER, OK 74467
OK CA#6752 EXP:JUNE 30,2016
PHONE: 918.485.9987
ATTN: ALBERT JONES III

A. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

B. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

C. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

D. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

E. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

F. CLOTHESLINES AND GARBAGE RECEPTACLES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

G. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

H. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

I. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET.

J. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

K. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE SEVEN OAKS SOUTH HOMEOWNER'S ASSOCIATION.

L. TEMPORARY TRASH RECEPTACLES

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

M. BASKETBALL GOALS

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

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 THE LOTS WITHIN SEVEN OAKS SOUTH (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF SEVEN OAKS SOUTH ADDITIONS.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT 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. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. 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 II, PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV, IT SHALL BE LAWFUL FOR 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 TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF: SEVEN OAKS SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 30 DAY OF Sept., 2015.

SEVEN OAKS SOUTH, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 30 DAY OF September, 2015, BY GLENN SHAW, MANAGER OF SEVEN OAKS SOUTH, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2015
COMMISSION NUMBER: 11010522

ALAN BETCHAN NOTARY PUBLIC #11010522 STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, ALBERT JONES III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "SEVEN OAKS SOUTH II" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

_____
ALBERT JONES III
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1580 9.30.15

REGISTERED PROFESSIONAL LAND SURVEYOR ALBERT JONES III 1580 OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 30th DAY OF September 2015, PERSONALLY APPEARED ALBERT JONES III, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/13/2017
COMMISSION NUMBER: 13001513

ROY BINGHAM
Notary Public
State of Oklahoma
Commission #13001513
Expires: February 13, 2017

PLOT DATE: Tue 29 Sep 2015 FILE: P:\18\1425-SEVEN OAKS SOUTH II\BASE