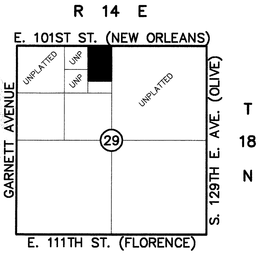
TULSA COUNTY CLERK - JOAN HASTINGS RCPT 71167 01/05/95 10:44:52
DOC # 95000933 FEE 25.00 PGS 1 B/P 5683/1016-1016

5043

Southern Trails

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, BEING
A PART OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4)
SECTION 29, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA



Location Map
SCALE: 1"=2000'

SUBDIVISION CONTAINS:
THIRTY-EIGHT(38) LOTS
IN THREE(3) BLOCKS

TOTAL AREA: 14.665 ACRES

OWNER/DEVELOPER:
Trails South, L.L.C.
4032 East 111th Street South
Tulsa, Oklahoma 74137
Clem Reinkemeyer: (918) 299-1661

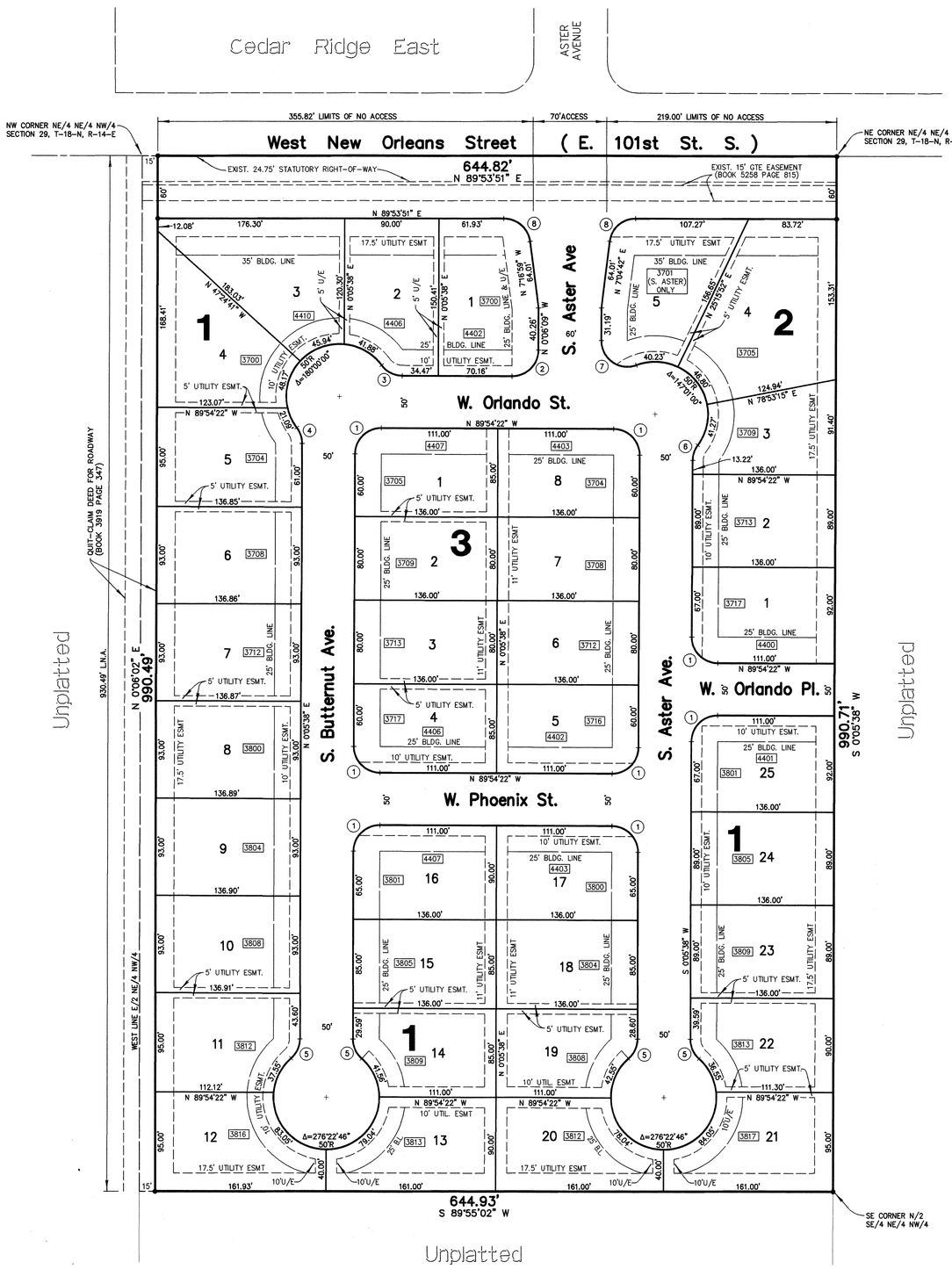
SURVEYOR:
A.C. Hall & Assoc. Surveying, Inc.
102 North Elm, Suite A
Broken Arrow, Oklahoma 74012
Phone: (918) 258-3737

ENGINEER:
Robert David Sanders, P.E.
1205 South Redbud Avenue
Broken Arrow, Oklahoma 74012
Phone: (918) 258-9100

N

Scale: 1"=60'
0 30 60 120 180

ACC = ACCESS PERMITTED
ESMT = EASEMENT
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE



Curve Table

CURVE#	LENGTH (L)	RADIUS (R)	DELTA (Δ)
1	39.27'	25.00'	90°00'00"
2	39.36'	25.00'	90°11'47"
3	23.18'	25.00'	53°07'48"
4	16.09'	25.00'	36°52'12"
5	21.03'	25.00'	48°11'23"
6	15.75'	25.00'	36°05'26"
7	48.31'	25.00'	110°43'47"
8	36.14'	25.00'	82°49'09"

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $ 46.25 per trust receipt no. 9368 to be applied to 19 95 taxes not so yet certified to me.,

This certificate is NOT to be construed as payment of 19 95 taxes in full but is given in order that this plat may be filed of record. 19 95 taxes could exceed the amount of the security deposit.

Dated Jan 5, 19 95

JOHN F. CANTRELL
TULSA COUNTY TREASURER
BY Deputy

APPROVED 11-7-94 by the City Council of the City of Broken Arrow, Oklahoma.
James Reynolds my
Mayor
Brenda Rinehart my
Attest: City Clerk

PREPARED BY: A.C. HALL & ASSOCIATES 1994

Southern Trails

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, BEING
A PART OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4)
SECTION 29, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA

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1205 South Redbud Avenue
Broken Arrow, Oklahoma 74012
Phone: (918) 258-9100

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT TRAILS SOUTH, L.L.C., AN OKLAHOMA LIMITED LIABILITY CORPORATION, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING A PART OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE/4 NW/4; THENCE SOUTH 0°05'38" WEST ALONG THE EAST LINE OF SAID NE/4 NW/4, A DISTANCE OF 990.71 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NE/4 NW/4; THENCE SOUTH 89°55'02" WEST ALONG THE SOUTH LINE OF SAID N/2 SE/4 NE/4 NW/4, A DISTANCE OF 644.93 FEET TO A POINT, SAID POINT BEING 15.00 FEET EAST OF THE WEST LINE OF SAID E/2 NE/4 NW/4; THENCE NORTH 0°06'02" EAST AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 990.49 FEET TO A POINT ON THE NORTH LINE OF SAID NE/4 NW/4; THENCE NORTH 89°53'51" EAST ALONG SAID NORTH LINE, A DISTANCE OF 644.82 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 638,810.17 SQUARE FEET,
OR 14.665 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO THIRTY-EIGHT (38) LOTS, THREE (3) BLOCKS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "SOUTHERN TRAILS", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA,

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF "SOUTHERN TRAILS" AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "SOUTHERN TRAILS" AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE FOREVER THE STREETS, RIGHTS-OF-WAY, AND UTILITY EASEMENTS AS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT, FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THAT THE UNDERSIGNED OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE EASEMENT AREAS SHOWN ON THE PLAT, FOR THE PURPOSE OF FURNISHING SERVICES TO THE AREA INCLUDED WITHIN THE PLAT;

PAVEMENT OR LANDSCAPE REPAIR WITHIN RESTRICTED WATER LINE, SEWER LINE, UTILITY EASEMENTS OR RESERVE AREAS AS A RESULT OF WATER OR SEWER LINE OR OTHER UTILITY REPAIRS DUE TO BREAKS AND FAILURES SHALL BE BORNE BY THE OWNERS OF THE LOTS. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS, THAT WILL INTERFERE WITH THE AFORESAID SHALL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENT-WAYS OR RIGHT-OF-WAY AS SHOWN.

A. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED ALONG THE EAST PROPERTY LINE IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENT-WAYS AND STREETS.

2. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE UNDERGROUND SERVICE LINES AND/OR CABLES TO ALL BUILDINGS PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE LINE OR CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE OR CABLE EXTENDING FROM THE POLE, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING, THE OWNER OF EACH LOT MAY GRANT ADDITIONAL EASEMENTS AS NEEDED FOR ABOVE SAID SERVICES.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDER-GROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATIONS OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE RESPECTIVE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTE-NANCE OF THE SAID UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR HIS AGENT OR CONTRACTORS.

5. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE VARIOUS AND RESPECTIVE SUPPLIERS OF SUCH SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER AND SANITARY SEWER SERVICE

1. 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 APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR BY THE CITY OF BROKEN ARROW AT THE OWNER'S EXPENSE.

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN AND/OR PUBLIC SANITARY SEWER FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

5. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIERS OF GAS SERVICE, THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIERS OF SAID SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" (LNA) EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

E. STORM SEWER

1. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO THE UTILITY EASEMENTS AND RESERVE AREA FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING AND REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

2. NO FENCE, WALL, OR BUILDING WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN A DRAINAGE EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTER-FERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTE-NANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

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 ANY 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.

B. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE, NOR NEARER TO THE SIDE STREET LINE THAN THE BUILDING LINES SHOWN ON THE RECORDED PLAT; AND IN ANY EVENT, NO BUILDING SHALL BE LOCATED NEARER THAN FIVE (5) FEET TO ANY SIDE LOT LINE AND BOTH SIDE LINES SHALL TOTAL NOT LESS THAN FIFTEEN (15) FEET.

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 2,700 SQUARE FEET, MEASURED OVER EXTERIOR MASONRY WALLS, EXCLUDING GARAGES AND OPEN PORCHES. NO STRUCTURE SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS AN EXTERIOR WALL AREA CONSTRUCTED OF LESS THAN 35% MASONRY OR MASONRY VENEER. DOORS, WINDOWS AND GABLE AREAS SHALL BE EXCLUDED IN SAID 35% COMPUTATION.

E. NO FENCES SHALL BE INSTALLED ON THE FRONT PORTION OF ANY RESIDENTIAL LOT IN THE ADDITION BETWEEN THE FRONT LINE AND THE BUILDING SET BACK LINE AND NO FENCE ON ANY RESIDENTIAL LOT SHALL BE MORE THAN SIX (6) FEET IN HEIGHT.

F. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDINGS SHALL BE PLACED OR ERECTED ON ANY RESIDENTIAL LOT, EITHER TEMPORARILY OF 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.

G. NO ANIMALS, INCLUDING FOWLS, SHALL BE RAISED, BRED OR KEPT ON ANY RESIDENTIAL LOT AT ANY TIME, EXCEPT THAT NOT MORE THAN TWO (2) EACH OF ANY COMMON HOUSEHOLD PET (WHICH ARE NOT USED, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE) MAY BE KEPT.

H. ROOFING MATERIALS FOR ALL DWELLINGS SHALL BE WOOD SHINGLES, CONCRETE TILE OR SELF SEALING COMPOSITION ROOFING SHINGLES OF NOT LESS THAN 324 LB/SQUARE ("TIMBERLINE" OR APPROVED EQUAL).

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 SUCCESSORS, GRANTEES AND ASSIGNS, BY THE BENEFICIARIES OF THE COVENANTS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, UNTIL DECEMBER 1, 2014, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN "SOUTHERN TRAILS" IT IS AGREED, WITH 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 "SOUTHERN TRAILS" WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

B. IN THE EVENT THE UNDERSIGNED OWNER OR ANY OF ITS 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 "SOUTHERN TRAILS", THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO 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 OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF, INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGEMENT OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, "OWNER" HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 1 DAY OF Dec, 1994.

TRAILS SOUTH, L.L.C.
AN OKLAHOMA LIMITED LIABILITY CORPORATION

BY: Clem Reinkemeyer
CLEM REINKEMEYER

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1 DAY OF Dec, 1994, PERSONALLY APPEARED CLEM REINKEMEYER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 7/18/98 — NOTARY PUBLIC

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

CERTIFICATE OF SURVEY

I, ALAN C. HALL, A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SOUTHERN TRAILS", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 1st DAY OF Dec., 1994.

REGISTERED PROFESSIONAL LAND SURVEYOR — ALAN C. HALL — L. S. 1283 — OKLAHOMA

BY: Alan C. Hall
ALAN C. HALL,
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1283

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF DECEMBER, 1994, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING 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

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

MY COMMISSION EXPIRES: 10/7/95 — NOTARY PUBLIC

STEPHEN D. WOLFE — NOTARY PUBLIC — Comm. No. 10-7-95 — STATE OF OKLAHOMA — TULSA COUNTY

APPROVED 11-7-94 by the City Council of the City of Broken Arrow, Oklahoma.
James Reynolds my
Mayor
Brenda Cochran my
Attest: City Clerk

Southern Trails
Sheet 2 of 2

PREPARED BY: A.C. HALL & ASSOCIATES SURVEYING, INC. 1994