Tulsa County Clerk - EARLENE WILSON
Doc # 2006003617 Pages 1
Receipt # 839045 01/10/06 12:52:52
Fee 30.00
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PLAT No. 5944

P.U.D. #130A
Stone Wood Crossing

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION THIRTY-FOUR (34), TOWNSHIP 19 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

Owner/Developer
Roland Investments, LTD.
P.O. Box 660
Coweta, Oklahoma 74429
(918) 486-5046

Engineer/Surveyor
HALL, ROSENBAUM, ALMON & ASSOCIATES, INC.
1913 West Tacoma, Suite-C
Broken Arrow, Oklahoma 74012-1472
Phone: (918) 258-3737
Fax: (918) 258-2554
C.A.#3643 Expires June 30, 2007

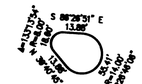
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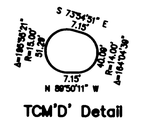
Notes

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.

(Henningsen Well #1)
Located on Lot line between Lots 25 and 26 in Block 1
Plugged According to ACC Record #503229132





NORTH LINE SE/4 SECTION 34, T-19-N, R-14-E
S 89°35'20" W
799.41'
POC
POB
N 89°39'26" E
342.61'
SOUTH LINE SE/4 SECTION 34, T-19-N, R-14-E
S 89°35'20" W
1320.82'
SE CORNER SE/4 SECTION 34, T-19-N, R-14-E
S 00°09'50" E
2643.23'
W 1/4 CORNER SECTION 34, T-19-N, R-14-E
N 00°09'50" W
2643.23'
S 01°19'56" W
199.76'
65.01'
S 46°13'03" E
S 43°46'01" W
130.85'
S 47°27'21" W
47.93'
S 75°14'56" W
46.50'
S 81°18'57" W
355.00'
N 81°18'57" E
720.00'
S 81°41'03" E
50.00'
S 24°07'02" E
512.25'
N 84°02'02" E
S 84°57'30" E
227.18'
S 89°56'50" E
488.01'
N 87°05'11" E
184.35'
S 16°31'32" E
34.31'
S 89°55'20" W
190.00'
N 89°55'20" E
190.00'
S 89°55'20" W
60.00'
N 00°09'50" W
48.70'
N 00°09'50" W
170.00'
S 00°09'50" E
170.00'
N 00°09'50" W
800.02'
S 00°09'50" E
1321.72'
S 00°09'50" E
1321.72'
S 00°09'50" E
332.27'
N 00°09'50" W
100.00'
ACCESS
N 00°09'50" W
130.27'
S 89°50'10" E
N 00°09'50" W
130.27'
S 89°50'10" E
N 00°09'50" W
130.27'
S 89°50'10" E

Deed of Dedication

Stone Wood Crossing

STONE WOOD CROSSING
PUD # 130A DEED OF DEDICATION

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

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 34; THENCE S 89°55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 342.61 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF NORTH GUM AVENUE; THENCE CONTINUING S 89°55'20" W AND ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 799.41 FEET; THENCE S 00°18'59" W A DISTANCE OF 198.75 FEET; THENCE S 46°13'03" E A DISTANCE OF 65.01 FEET; THENCE S 02°05'29" E A DISTANCE OF 87.94 FEET; THENCE S 44°39'01" W A DISTANCE OF 130.85 FEET; THENCE S 39°39'05" W A DISTANCE OF 120.25 FEET; THENCE S 47°27'21" W A DISTANCE OF 47.93 FEET; THENCE S 75°14'59" W A DISTANCE OF 46.50 FEET; THENCE S 81°18'57" W A DISTANCE OF 355.00 FEET; THENCE S 08°41'03" E A DISTANCE OF 120.00 FEET; THENCE N 81°18'57" E A DISTANCE OF 12.94 FEET; THENCE S 08°41'03" E A DISTANCE OF 50.00 FEET; THENCE S 01°30'02" E A DISTANCE OF 74.14 FEET; THENCE S 09°10'05" W A DISTANCE OF 69.43 FEET; THENCE S 24°25'20" E A DISTANCE OF 91.96 FEET; THENCE S 38°55'11" E A DISTANCE OF 118.30 FEET; THENCE S 53°11'16" W A DISTANCE OF 26.64 FEET; THENCE S 26°31'13" E A DISTANCE OF 118.91 FEET; THENCE S 66°02'02" W A DISTANCE OF 5.30 FEET; THENCE S 23°57'58" E A DISTANCE OF 175.00 FEET; THENCE N 66°02'02" E A DISTANCE OF 512.25 FEET; THENCE N 87°05'11" E A DISTANCE OF 184.35 FEET; THENCE S 16°31'32" E A DISTANCE OF 34.31 FEET; THENCE S 38°10'01" E A DISTANCE OF 130.57 FEET; THENCE S 84°57'30" E A DISTANCE OF 227.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4); THENCE S 89°59'50" E AND ALONG SAID SOUTH LINE A DISTANCE OF 488.01 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF SOUTHEAST QUARTER (N/2 SE/4); THENCE N 00°09'50" W AND ALONG THE EAST LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 800.02 FEET; THENCE S 89°55'20" W A DISTANCE OF 190.00 FEET; THENCE N 00°09'50" W AND PARALLEL TO SAID EAST LINE A DISTANCE OF 170.00 FEET; THENCE N 89°55'20" E A DISTANCE OF 190.00 FEET TO A POINT ON SAID EAST LINE; THENCE N 00°09'50" W ALONG SAID EAST LINE A DISTANCE OF 48.70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NORTH GUM AVENUE; THENCE S 89° 55'20" W AND ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 60.00 FEET; THENCE N 61°18'51" W AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH GUM AVENUE A DISTANCE OF 159.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 277.97 FEET AND A CENTRAL ANGLE OF 57°41'32" FOR AN ARC LENGTH OF 279.89 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,705,031.27 SQUARE FEET OR 39.14 ACRES.

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

SECTION I STREETS, EASEMENTS AND UTILITIES

1. PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT FOR SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM SEWER DRAINAGE, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAY FOR THE USES AND PURPOSES THEREOF.

2. UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE AND LIMITS NO ACCESS. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

   A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICE MAY ONLY BE LOCATED ALONG THE EAST PROPERTY LINE OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

   B. TELEPHONE LINES AND CABLE TELEVISION CABLES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

   C. THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SO INSTALLED BY IT.

   D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION OR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.

   E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

   F. LIMITS OF NO ACCESS: THE DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE SUBDIVISION DESIGNATED ON THE ATTACHED PLAT AS 'LIMITS OF NO ACCESS', WHICH 'LIMITS OF NO ACCESS' MAY BE MODIFIED, AMENDED, OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

3. GAS SERVICE

   A. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

   B. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

   C. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

   D. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

   E. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
   THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

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

4. WATER, SANITARY SEWER AND STORM SEWER. THE OWNERS OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING ON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED. WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER AT THE OWNER'S EXPENSE.

5. WATER AND SANITARY SEWER. THE CITY OF BROKEN ARROW ("THE CITY") SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC SANITARY SEWER FACILITIES OR PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE CITY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER AND SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

6. LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER SYSTEM, STORM DRAINAGE, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAY OR DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAY, THE ADVERSELY AFFECTED UTILITY COMPANY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SCHUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

7. HOME OWNER'S ASSOCIATION

   A. INCLUSION IN HOME OWNERS ASSOCIATION. AS PART OF THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE STONE WOOD CROSSING HOME OWNERS ASSOCIATION, INC. AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"). THE MAIN OBJECTIVE OF THE ASSOCIATION IS THE MAINTENANCE OF THE LANDSCAPED ENTRANCES, AND ALL OTHER LANDSCAPED BUFFERS AND ISLANDS. THE DEVELOPER MAY PERMIT OTHER ADJACENT PROPERTY OWNERS, E.G., OWNERS OF LOTS IN FUTURE ADDITIONS OF STONE WOOD CROSSING OR OWNERS OF OTHER TRACTS WITHIN THE ELM CREEK COMMUNITY DEVELOPMENT P.U.D., ETC., TO BECOME MEMBERS OF THE ASSOCIATION AND/OR TO ENJOY ANY PORTION OF THE PARK AREAS THAT MAY BE CREATED.

   B. BINDING EFFECTS: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

   C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE WOOD CROSSING.

   D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTICTIONS FOR THE ADDITION. FINAL DOCUMENTS ON THE ASSOCIATION WILL BE FILED WITH THE FINAL PLAT AND INCLUDE THE MAINTENACE AGREEMENT AND OTHER SPECIFIC RIGHTS AND REQUIREMENTS FOR ASSOCIATION MEMBERS.

   E. RESERVE AREAS 'A' AND 'B' (OPEN SPACE, STORM WATER DETENTION, AND UTILITIES):

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER DOES HEREBY DEDICATED TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THE AREAS WITHIN RESERVE 'A' AND 'B' DEPICTED ON THE PLAT FOR THE PURPOSES OF UTILITIES, DRAINAGE, DETENTION, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN STONE WOOD CROSSING, PROVIDED HOWEVER, THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN LANDSCAPING, HARDSCAPING AND OTHER IMPROVEMENTS WHICH DO NOT INTERFERE WITH THE INTENDED DRAINAGE AND DETENTION FUNCTIONS.

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

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

1. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND LITTER.
2. THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT TO EXCEED 2 WEEKS.
3. DETENTION AND DRAINAGE FACILITIES SHALL BE MAINTAINED IN GOOD OPERATING CONDITION.
4. THE BANKS OR SIDE SLOPES OF LAKE IMPOUNDMENTS SHALL BE MAINTAINED SUFFICIENTLY TO PREVENT EROSION.
5. THE GRADES OF THE DETENTION EASEMENT AREAS EXISTING UPON COMPLETION OF THE DETENTION AND DRAINAGE FACILITIES SHALL NOT BE ALTERED. OF

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

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

   F. RESERVE AREA 'C' (OPEN SPACE AND UTILITIES): RESERVE AREA 'C' AS DESIGNATED ON THE PLAT IS TO BE USED FOR UTILITIES AND OPEN SPACE AND SHALL BE ATTRACTIVELY LANDSCAPED WITH BERMS AND ASSORTED PLANT MATERIALS BY THE DEVELOPER AND TURNED OVER TO THE ASSOCIATION FOR MAINTENANCE. IN THE EVENT THE ASSOCIATION FAILS TO MAINTAIN THESE AREAS IN A PROPER AND SAFE MANNER, THE CITY OF BROKEN ARROW WILL HAVE THE RIGHT TO MAINTAIN THESE AREAS AND BILL EACH MEMBER OF THE ASSOCIATION FOR THAT COST. SHOULD PAYMENT BY ANY MEMBER NOT OCCUR, THE CITY OF BROKEN ARROW AND/OR THE ASSOCIATION MAY PLACE A LIEN ON THE DELINQUENT MEMBER'S PERSONAL PROPERTY WITHIN THIS PLATTED AREA.

   G. TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J': THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J', PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREIN RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNER'S ASSOCIATION FORMED OR TO BE FORMED AS SET FORTH WITHIN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING, UTILITIES AND SIGNAGE WITH TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J'. THE HOLDER OF THE RESERVED EASEMENT, THE OWNER/DEVELOPER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, HEREIN CONVENANTS THAT THE HOLDER SHALL MAINTAIN ANY LANDSCAPING LOCATED WITHIN TRAFFIC CONTROL MEDIANS 'A' THROUGH 'J'AND THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF THE TRAFFIC CONTROL MEDIANS OR MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET.

   H. ACCESS RESTRICTIONS: NO ACCESS SHALL BE ALLOWED ALONG STREET FRONTAGE IN WHICH THE BUILDING LINE SETBACK IS LESS THAN 25 FEET.

8. PUD 130A DEVELOPMENT STANDARDS (STONE WOOD CROSSING ENTIRELY WITHIN TRACT E OF PUD 130A)

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

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

   MAXIMUM NUMBER OF DWELLING UNITS 290

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

   MINIMUM LOT FRONTAGE* 60 FT. (AT BUILDING LINE)
   MINIMUM LOT DEPTH 110 FT.
   MINIMUM REAR YARD 20 FT.
   MINIMUM SIDE YARD 5/5 FT.
   MINIMUM LOT FRONTAGE AT R.O.W. FOR PIE SHAPED
   OR FLAG LOTS 30 FT. AT R.O.W.

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

9. ARCHITECTURAL REVIEW COMMITTEE:

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

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

SECTION II RESTRICTIVE COVENANTS

A. ALL LOTS IN THE ADDITION SHALL BE RESIDENTIAL LOTS AND SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON RESIDENTIAL LOT OTHER THAN ONE SINGLE-FAMILY DWELLING. THE OWNER OR HIS DESIGNATED AGENT RESERVES THE RIGHT TO REVIEW AND APPROVE BUILDER'S PLANS PRIOR TO COMMENCING CONSTRUCTION OF ANY SINGLE-FAMILY DWELLING. RESERVES SHALL BE LIMITED TO USE FOR OPEN SPACE, LANDSCPAING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION III HEREOF.

B. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE, NOR NEARER TO THE SIDE STREET LOT LINE THAN 25 FEET OR THE BUILDING LINES SHOWN ON THE RECORDED PLAT; AND AS ALLOWED ON PUD 130A.

C. NO BUSINESS, TRADE OR ACTIVITY MAY BE CARRIED ON UPON ANY RESIDENTIAL LOT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

D. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS A FLOOR AREA OF LESS THAN 1,500 SQUARE FEET, MEASURED OVER EXTERIOR MASONRY WALLS, EXCLUDING GARAGES AND OPEN PORCHES. NO STRUCTURES SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS AN EXTERIOR WALL CONSTRUCTED OF LESS THAN 25% MASONRY OR MASONRY VENEER. DOORS, WINDOWS AND GABLE AREAS SHALL BE EXCLUDED IN SAID 25% COMPUTATION. MASONRY MATERIAL TO BE USED ON CONSTRUCTION OF MAIL BOXES.

E. ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES. PROVIDED, HOWEVER THAT SHOULD SUCH ROOFING NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SIMULATING WEATHERED WOOD COLOR MAY BE PERMITTED BY THE ARCHITECTURAL COMMITTEE.

F. NO FENCES SHALL BE INSTALLED ON THE FRONT PORTION OF ANY RESIDENTIAL LOT IN THE ADDITION BETWEEN THE FRONT LINE AND THE BUILDING SETBACK LINE. FENCES ON ANY RESIDENTIAL LOT SHALL NOT BE MORE THAN SIX (6) FEET IN HEIGHT. FENCES SHALL BE WOOD, UNLESS A CHANGE IS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE, WITH THE EXCEPTION OF DECORATIVE FENCES WHICH WILL BE PLACED AROUND ALL RESERVE POND AREAS. THESE FENCES WILL HAVE ONE COMMON TYPE OR STYLE AND SHALL BE SELECTED BY THE DEVELOPER.

G. NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE PLACED OR ERECTED ON ANY RESIDENTIAL LOT, EITHER TEMORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE OR CHARACTER BE USED AS A RESIDENCE. NO MODULAR, MANUFACTURED OR MOBILE HOMES SHALL BE PERMITTED IN THIS ADDITION.

H. NO INOPERATIVE VEHICLES OF ANY KIND SHALL BE STORED ON ANY LOT; AND, NO TRAILER, MOTOR HOME, BOAT TRAILER, OR TRAVEL TRAILER SHALL BE LOCATED, PARKED, OR STORED ON ANY STREET OR ON ANY LOT, EXCEPT WHOLLY WITHIN A GARAGE OR APPROPRIATELY SCREENED FROM VIEW FROM ANY STREET, PROVIDED NOTHING HEREIN SHALL PROHIBIT THE PARKING OF CUSTOMARY PASSENGER VEHICLES ON THE SURFACED DRIVEWAY.

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