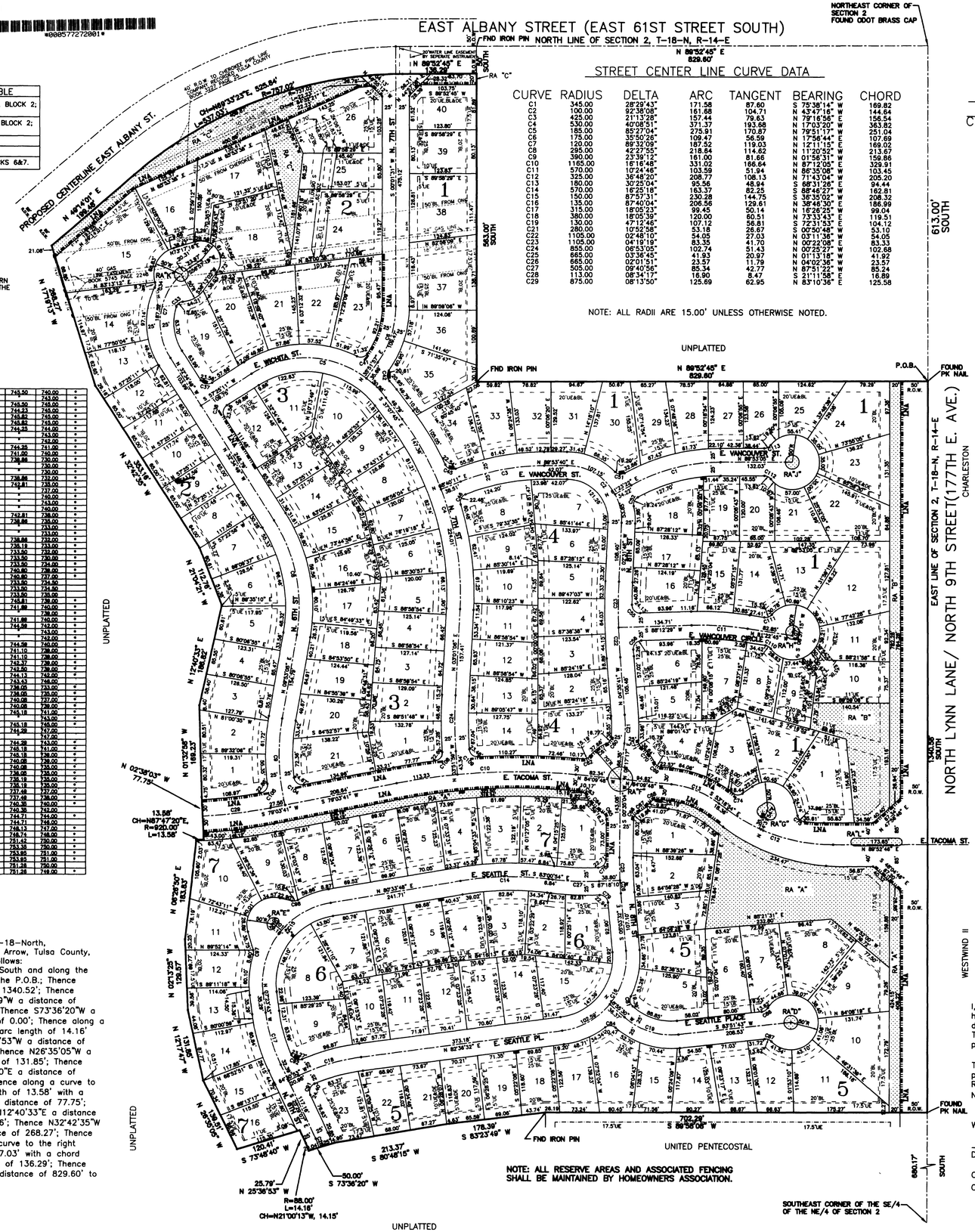
Tulsa County Clerk - EARLENE WILSON
Doc# 02048977 Pgs 1 B/P 6729/2280-2280
Receipt # 577272 04/15/02 10:26:42
Fee 30.00

5605

STONE WOOD HILLS
PUD 127

A SUBDIVISION TO THE CITY OF BROKEN ARROW,
SITUATED IN NE/4 OF SECTION 2, TOWNSHIP 18 NORTH,
RANGE 14 EAST, IN TULSA COUNTY OKLAHOMA

PUD 127 TRACT BOUNDARY TABLE
TRACT B: LOTS 38–40, BLOCK 1; LOTS 14–18, BLOCK 2; LOTS 24–26, BLOCK 2.
TRACT C: LOTS 31–37, BLOCK 1; LOTS 1–13, BLOCK 2; LOTS 19–23, BLOCK 2; ALL OF BLOCKS 3&4.
TRACT D: LOTS 1–30, BLOCK 1.
TRACT E: LOTS 1–16, BLOCK 5.
TRACT F: LOTS 17–23, BLOCK 5; ALL OF BLOCKS 6&7.



STREET CENTER LINE CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	345.00	28°29'43"	171.58	87.60	S 75°38'14" W	169.82
C2	100.00	92°36'08"	161.68	104.71	N 43°47'16" W	144.64
C3	100.00	91°52'28"	157.44	79.63	N 79°16'56" E	156.54
C4	530.00	40°08'51"	371.37	193.98	N 17°03'20" W	363.82
C5	185.00	85°27'04"	275.91	170.87	N 79°51'17" W	251.04
C6	175.00	35°50'26"	109.47	56.59	N 17°56'44" E	107.69
C7	120.00	89°32'09"	187.52	119.03	N 12°11'15" E	169.02
C8	295.00	42°27'55"	218.64	114.82	N 11°20'52" W	213.67
C9	390.00	23°39'12"	161.00	81.66	N 01°56'31" W	159.84
C10	1165.00	16°16'48"	331.02	166.64	N 87°12'05" E	329.91
C11	570.00	10°24'46"	103.59	51.94	N 86°35'08" W	103.45
C12	325.00	36°48'20"	208.77	108.13	N 71°43'04" W	205.20
C13	180.00	30°25'04"	95.56	48.94	S 68°31'26" E	94.44
C14	570.00	16°25'18"	163.37	82.25	S 88°46'27" W	162.81
C15	150.00	87°57'31"	230.28	144.75	S 36°35'02" W	208.32
C16	135.00	87°40'04"	206.56	129.61	N 38°48'30" E	186.99
C17	115.00	18°05'23"	99.45	50.14	N 16°26'25" W	99.04
C18	380.00	18°05'39"	120.00	60.51	N 73°33'43" E	119.51
C19	130.00	50°12'46"	107.12	56.81	S 72°23'53" E	104.12
C21	280.00	10°52'58"	53.18	26.67	S 00°50'48" W	53.10
C22	1105.00	02°48'10"	54.05	27.03	N 03°11'36" W	54.05
C23	1105.00	04°19'19"	83.35	41.70	N 00°22'08" E	83.33
C24	855.00	06°53'05"	102.74	51.43	N 00°25'27" W	102.68
C25	665.00	03°36'45"	41.93	20.97	N 01°13'18" W	41.92
C26	665.00	02°01'51"	23.57	11.79	N 04°02'36" W	23.57
C27	505.00	09°40'56"	85.34	42.77	N 87°51'22" W	85.24
C28	113.00	08°34'12"	16.90	8.47	S 21°11'58" W	16.89
C29	875.00	08°13'50"	125.69	62.95	N 83°10'36" E	125.58

PROPERTY LINE CURVE DATA AT INTERSECTIONS

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C33	13.00	68°58'27"	15.65	8.93	N 52°23'20" E	14.72
C34	13.00	43°06'47"	9.78	5.14	S 04°39'43" W	9.55
C37	15.00	90°00'00"	23.56	15.00	N 77°34'49" W	21.21
C38	15.00	90°00'00"	23.56	15.00	S 12°25'11" W	21.21
C41	15.00	81°23'28"	21.32	12.91	S 75°57'27" W	19.57
C42	15.00	78°43'35"	20.61	12.30	N 03°29'21" W	19.02
C45	15.00	86°04'39"	22.54	14.01	N 68°16'13" W	20.47
C46	15.00	85°51'13"	22.48	13.95	S 25°44'36" W	20.43
C51	15.00	73°20'21"	19.20	11.17	S 81°57'23" E	17.92
C52	15.00	73°28'23"	19.24	11.20	S 24°39'11" W	17.94
C55	15.00	92°09'09"	24.13	15.57	S 45°42'57" E	21.61
C56	15.00	92°09'09"	24.13	15.57	N 42°07'59" E	21.61
C60	15.00	64°03'58"	16.77	9.39	S 36°05'36" W	15.91
C61	70.00	30°49'29"	37.66	19.30	S 52°43'10" W	37.21
C62	15.00	58°02'03"	15.19	8.32	N 66°19'27" E	14.55
C63	15.00	58°02'03"	15.19	8.32	S 55°38'29" E	14.55
C64	70.00	34°43'07"	42.42	21.88	S 43°59'01" E	41.77
C65	15.00	61°55'39"	16.21	9.00	S 30°22'45" E	15.43
C66	15.00	61°55'39"	16.21	9.00	N 31°32'54" E	15.43
C67	70.00	24°16'45"	29.66	19.06	S 50°22'21" W	29.44
C68	15.00	58°02'03"	15.19	8.32	S 67°15'00" W	14.55
C69	15.00	58°02'03"	15.19	8.32	N 54°42'58" W	14.55
C70	70.00	29°59'32"	36.64	18.75	N 40°41'40" W	36.23
C71	15.00	60°17'44"	15.79	8.71	S 25°32'34" E	15.07
C74	15.00	70°28'36"	18.44	10.59	S 89°32'10" E	17.30
C75	15.00	68°40'30"	17.98	10.25	N 48°37'23" W	16.92
C78	15.00	86°45'16"	22.71	14.17	N 43°57'42" E	20.60
C79	15.00	87°38'18"	22.94	14.39	S 48°52'41" E	20.77
C81	15.00	74°04'49"	19.39	11.32	S 10°36'52" E	18.07
C84	15.00	78°12'27"	20.47	12.19	S 88°01'44" E	18.92
C86	15.00	52°01'12"	13.62	7.32	N 57°51'07" E	13.16
C87	15.00	52°01'12"	13.62	7.32	S 70°07'40" E	13.16
C91	15.00	93°12'24"	24.40	15.86	N 21°07'05" E	21.80
C92	15.00	88°53'13"	23.27	14.71	N 68°26'00" W	21.01
C97	15.00	32°51'14"	8.60	4.42	S 00°36'15" W	8.48
C98	15.00	41°46'08"	10.94	5.72	N 81°51'01" E	10.69
C104	15.00	94°13'06"	24.67	16.15	S 53°49'46" W	21.98
C105	15.00	87°23'40"	22.88	14.33	N 36°12'11" E	20.73
C108	15.00	86°36'24"	22.69	14.15	N 39°27'43" W	20.59
C109	15.00	89°41'44"	23.48	14.92	N 48°34'19" W	21.16
C110	15.00	44°52'08"	11.75	6.19	S 58°56'41" W	11.45
C111	15.00	58°31'49"	15.32	8.41	S 69°21'20" E	14.67
C112	15.00	52°01'12"	13.62	7.32	S 64°06'19" E	13.16
C113	15.00	52°01'12"	13.62	7.32	S 63°52'29" W	13.16

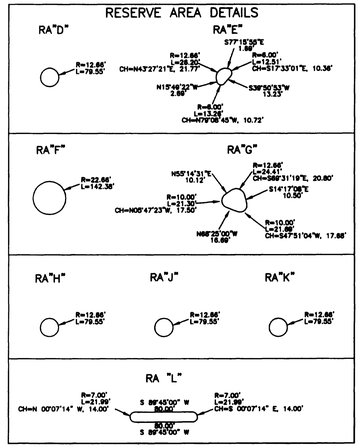
BACK FLOW PREVENTOR TABLE

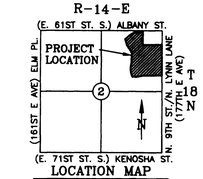
LOT	BLOCK	M.H.	T.R.	FF	
1	1	#2	725.67	733.00	*
2	1	#3	725.87	738.00	
3	1	#3	726.68	738.00	
4	1	#4	727.83	738.00	
5	1	#5	728.18	738.50	
6	1	*	*	738.00	
7	1	#5	725.18	733.00	*
8	1	#5	725.67	733.00	*
9	1	#5	725.87	733.00	*
10	1	A1	726.17	733.00	*
11	1	A1	726.17	733.00	*
12	1	L2	728.73	738.00	*
13	1	*	*	738.00	
14	1	L2	728.73	738.00	*
15	1	L2	732.05	738.00	*
16	1	L4	728.88	739.00	*
17	1	L3	732.05	734.00	*
18	1	L11	733.01	739.00	*
19	1	L2	728.73	732.00	*
20	1	*	*	737.00	*
21	1	*	*	737.00	*
22	1	*	*	728.50	*
23	1	L2	728.73	738.50	*
24	1	*	*	738.50	*
25	1	*	*	737.50	*
26	1	*	*	739.50	*
27	1	K3	731.87	741.00	*
28	1	K3	742.84	743.50	*
29	1	*	*	738.00	*
30	1	*	*	738.00	*
31	1	K4	742.84	741.00	*
32	1	K3	746.78	746.00	*
33	1	K3	746.78	746.00	*
34	1	K3	746.78	746.00	*
35	1	K8	746.84	746.00	*
36	1	*	*	743.00	*
37	1	K8	735.86	741.00	*
38	1	K7	725.50	731.50	*
39	1	K7	725.50	728.00	*
40	1	K8	725.86	741.00	*
1	2	F2	746.25	744.00	*
2	2	F2	746.25	744.00	*
3	2	F3	746.28	744.00	*
4	2	*	*	743.50	*
5	2	F3	746.28	743.50	*
6	2	F4	751.44	743.00	*
7	2	F4	751.44	743.00	*
8	2	F5	751.02	743.00	*
9	2	G2	748.51	741.00	*
10	2	*	*	741.00	*
11	2	*	*	740.00	*
12	2	G2	748.51	735.00	*
13	2	G1	730.33	735.00	*
14	2	K14	730.33	735.00	*
15	2	K18	734.81	735.00	*
16	2	K17	732.00	735.00	*
17	2	K17	732.00	735.00	*
18	2	K13	730.30	735.00	*
19	2	H1	730.30	735.00	*
20	2	K13	730.30	735.00	*
21	2	K13	730.30	735.00	*
22	2	K12	732.08	735.00	*
23	2	KK1	734.00	737.00	*
24	2	K11	731.88	735.00	*
25	2	K10	728.34	735.00	*
26	2	K10	728.34	732.50	*
1	3	E1	741.00	737.00	*
2	3	E1	741.25	738.00	*
3	3	*	*	738.00	*
4	3	*	*	740.00	*
5	3	E6	744.25	742.00	*
6	3	E5	743.82	744.00	*
7	3	E5	743.82	745.00	*
8	3	E4	744.23	743.00	*
9	3	E4	744.23	745.50	*
10	3	E3	745.50	745.00	*
11	3	E3	745.82	745.00	*
12	3	E3	745.82	745.00	*
13	3	E3	745.82	745.00	*
14	3	E2	744.25	744.00	*
15	3	*	*	743.00	*
16	3	*	*	743.00	*
17	3	E2	744.25	741.00	*
18	3	*	*	740.00	*
19	3	E1	741.00	740.00	*
1	4	D2	736.86	730.00	*
2	4	*	*	730.00	*
3	4	*	*	730.00	*
4	4	D2	736.86	732.00	*
5	4	D3	742.81	735.00	*
6	4	*	*	737.00	*
7	4	*	*	740.00	*
8	4	*	*	743.00	*
9	4	*	*	740.00	*
10	4	D3	742.81	738.00	*
11	4	D2	736.86	735.00	*
12	4	*	*	733.00	*
13	4	*	*	733.00	*
14	4	D2	736.86	732.00	*
15	4	C4	735.19	733.00	*
16	4	C3	733.50	730.00	*
17	4	C3	733.50	730.00	*
18	4	A6	733.50	734.00	*
19	4	B1	740.80	738.00	*
20	4	B1	740.80	737.00	*
21	4	A6	733.50	734.00	*
22	4	A18	744.13	742.00	*
23	4	A18	744.13	746.00	*
1	5	*	*	743.00	*
2	5	B2	744.58	742.00	*
3	5	*	*	743.00	*
4	5	A18	744.13	742.00	*
5	5	A18	744.13	746.00	*
6	5	A11	736.05	733.00	*
7	5	A11	736.05	735.00	*
8	5	A12	740.08	737.00	*
9	5	A12	740.08	738.00	*
10	5	A12	745.18	741.00	*
11	5	A12	745.18	743.00	*
12	5	A13	745.18	745.00	*
13	5	A14	744.28	747.00	*
14	5	A14	744.28	747.00	*
15	5	A14	744.28	743.00	*
16	5	A13	745.18	741.00	*
17	5	A13	745.18	738.00	*
18	5	A13	740.08	738.00	*
1	6	A11	736.05	735.00	*
2	6	C4	735.19	735.00	*
3	6	C3	737.48	737.00	*
4	6	C3	737.48	738.00	*
5	6	C8	740.35	740.00	*
6	6	C8	740.35	742.00	*
7	6	C7	744.71	744.00	*
8	6	C7	744.71	746.00	*
9	6	C8	748.74	747.00	*
10	6	C8	748.74	746.00	*
11	6	C10	751.42	750.00	*
12	6	C11	753.38	750.00	*
13	6	C12	753.85	751.00	*
14	6	C13	753.85	751.00	*
15	6	C13	751.28	750.00	*
16	6	C13	751.28	749.00	*

OPEN SPACE TABLE

AREA NAME	SQUARE FEET
RESERVE AREA "A"	65296
RESERVE AREA "B"	35082
RESERVE AREA "C"	34147
RESERVE AREA "D"	504
RESERVE AREA "E"	240
RESERVE AREA "F"	1613
RESERVE AREA "G"	824
RESERVE AREA "H"	504
RESERVE AREA "J"	504
RESERVE AREA "K"	504
RESERVE AREA "L"	1274
TOTAL OPEN SPACE	140492

RESERVE AREA DETAILS

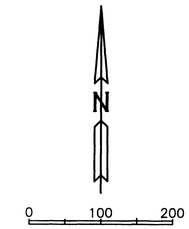




LOCATION MAP
TOTAL LOTS = 155
TOTAL ACRES = 50.65

DEVELOPER

ROLAND INVESTMENTS, LTD.
P.O. BOX 660
COWETA, OK. 74429
918-486-5046



BASIS OF BEARINGS: ASSUMED EAST LINE OF SECTION 2-18-14 AS SOUTH.

FINAL PLAT

SURVEYOR
D.GOSS & ASSOCIATES, LLC
OK CA 3932 Exp. 6-30-03
P.O. BOX 1822
Owasso, OK 74055-1822
918-272-7552

Engineer
Dennis Hodo
OK CA 4074 Exp. 6-30-03
8555 N. 117th E. Ave., #103
Owasso, OK 74055
918-274-4038

LEGEND

- UTILITY EASEMENT
- BUILDING LINE
- BOUNDARY LINE
- LOT LINES
- CENTER LINE OF R.O.W.
- LNA — LIMITS OF NO ACCESS
- 22 — LOT NUMBERS
- 5 — BLOCK NUMBERS
- EXISTING UTILITY EASEMENT
- SECTION LINE
- RESERVE AREAS
- 50' OFFSET FROM HP GAS LINES
- R.O.W. — RIGHT OF WAY
- FIRE HYDRANT EASEMENT
- FIRE HYDRANT EASEMENT DETAIL
- RA"D" — RESERVE AREA

LEGAL DESCRIPTION
A Tract of land in the NE/4 of Section 2, Township-18-North, Range-14-East of the I.B.&M. in the City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows:
Commencing at the NE cor of said section; Thence South and along the East Line of said Section a distance of 613.00' to the P.O.B.; Thence continuing along said East Line South a distance of 1340.52'; Thence S89°58'08"W a distance of 702.29'; Thence S83°23'49"W a distance of 178.39'; Thence S80°48'15"W a distance of 213.37'; Thence S73°56'20"W a distance of 50.00'; Thence N16°23'32"W a distance of 0.00'; Thence along a curve to the left having a radius of 88.00' and an arc length of 14.16' with a chord of N21°00'13"W, 14.15'; Thence N25°36'53"W a distance of 25.79'; Thence S73°48'40"W a distance of 120.41'; Thence N26°35'05"W a distance of 139.51'; Thence N12°17'47"W a distance of 131.85'; Thence N02°13'25"W a distance of 129.57'; Thence N06°26'50"E a distance of 183.83'; Thence N88°12'45"E a distance of 0.00'; Thence along a curve to the left having a radius of 920.00' and an arc length of 13.58' with a chord of N87°47'20"E, 13.58'; Thence N02°38'03"W a distance of 77.75'; Thence N01°32'58"W a distance of 169.23'; Thence N12°40'33"E a distance of 186.82'; Thence N21°04'21"W a distance of 112.76'; Thence N32°42'35"W a distance of 353.16'; Thence N17°19'13"W a distance of 268.27'; Thence N49°14'01"E a distance of 199.48'; Thence along a curve to the right having a radius of 757.02' and an arc length of 537.03' with a chord N69°33'23"E, 525.84'; Thence N89°52'45"E a distance of 136.29'; Thence South a distance of 563.00'; Thence N89°52'45"E a distance of 829.60' to the P.O.B. containing 50.65 acres more or less.

I, Daniel S. Goss, A Registered Land Surveyor in the State of Oklahoma, hereby certify that I have surveyed, subdivided and platted the above tract designated as STONE WOOD HILLS, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma. To the best of my knowledge, the above plat is an accurate representation of said survey.

This Plat of Survey meets the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.
NOTE: ALL LOT CORNERS WILL BE STAKED IMEDIATLY FOLLOWING COMPLETION OF CONSTRUCTION.

Witness my hand and seal this 12 day of April, 2002.

Daniel S. Goss
Oklahoma Registered Land Surveyor #1316
CA#3932 (CA) Expires 06/30/03

APPROVED 8-6-01 by the City Council of the City of Broken Arrow, Oklahoma
Mayor
Attest: City Clerk

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current records. Security as required has been provided in the amount of $ 2886 per trust receipt no. 2162 to be applied on 2002 taxes.
The property is subject to assessment of 2002 taxes in the amount of $ 1443 and is subject to assessment of 2002 taxes in the amount of $ 1443 which are a lien but not yet due or payable.
Dated this 15 day of April, 2002.
Dennis Semler
Tulsa County Treasurer
By Deputy

SHEET 1 OF 2

0457

STONE WOOD HILLS PUD 127 – DEED OF DEDICATION; RESTRICTIONS

STONE WOOD HILLS

DEED OF DEDICATION

ROLAND INVESTMENTS, LTD., an Oklahoma Corporation (the "Developer"), being the sole owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma:

LEGAL DESCRIPTION

A Tract of land in the NE/4 of Section 2, Township–18–North, Range–14–East of the I.B.&M. in the City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows: Commencing at the NE cor of said section; Thence South and along the East Line of said Section a distance of 613.00' to the P.O.B.; Thence continuing along said East Line South a distance of 1340.58'; Thence S89°58'08"W a distance of 702.29'; Thence S83°23'49"W a distance of 178.39'; Thence S80°48'15"W a distance of 213.37'; Thence S73°36'20"W a distance of 50.00'; Thence N16°23'32"W a distance of 0.00'; Thence along a curve to the left having a radius of 88.00' and an arc length of 14.16' with a chord of N21°00'13"W, 14.15'; Thence N25°36'53"W a distance of 25.79'; Thence S73°48'40"W a distance of 120.41'; Thence N26°35'05"W a distance of 139.51'; Thence N12°17'47"W a distance of 131.85'; Thence N02°13'25"W a distance of 129.57'; Thence N06°26'50"E a distance of 183.83'; Thence N88°12'45"E a distance of 0.00'; Thence along a curve to the left having a radius of 920.00' and an arc length of 13.58' with a chord of N87°47'20"E, 13.58'; Thence N02°38'03"W a distance of 77.75'; Thence N01°32'58"W a distance of 169.23'; Thence N12°40'33"E a distance of 186.82'; Thence N21°04'21"W a distance of 112.76'; Thence N32°42'35"W a distance of 353.16'; Thence N17°19'13"W a distance of 268.27'; Thence Thence N49°14'01"E a distance of 199.48'; Thence along a curve to the right having a radius of 757.02' and an arc length of 537.03' with a chord N69°33'23"E, 525.84'; Thence N89°52'45"E a distance of 136.29'; Thence South a distance of 563.00'; Thence N89°52'45"E a distance of 829.60' to the P.O.B. containing 50.65 acres more or less.

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 HILLS, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Addition").

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 the 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 rights–of–way for the uses and purposes thereof.

CERTAIN RESTRICTIONS

2. Underground and Electric and Communication Service. 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, North & South property lines 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. Except to houses and structures on lots as described in subparagraph (A) above, which may be served from overhead electric service lines, 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 cable television facilities, but the owner will pay for the 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.

3. Underground Gas Service. Underground service lines to all homes may be run from the nearest service connection to the point of usage determined by the location and construction of the home; provided, that upon the installation of such a service line to a home, the supplier of gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right–of–way easement on said Lot, covering a five foot (5') strip extending 2.5 feet on each side of such service line, extending from the service connection to the service entrance on the home. All gas meters shall be physically located at or near the service entrance to the home.

A. The supplier of gas service, through its proper agents and employees, shall at all times have right of access to all such easement ways shown on the Plat, or provided for in this dedication, for the purpose of installing, maintaining, removing or replacing any portion of said underground gas facilities so installed by it.

B. The Owner of each Lot shall be responsible for the protection of the underground gas facilities located on its Lot and shall prevent the alteration of grade or any construction activity which may interfere with said gas facilities. The supplier of gas services will be responsible for ordinary maintenance of underground gas facilities, but such Owner will pay for damage or relocation of such facilities caused by acts of such Owner or its agents or contractors.

C. The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the Owner of each 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 and shall prevent the alteration of grade in excess of three feet from the original contours or any construction activity which may interfere with said facilities. Said alteration of grade restrictions shall be limited to easement areas.

5. Water 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 rights–of–way which would potentially endanger, threaten, or harm any utilities located within said easements or rights–of–way. If it is determined that any trees or shrubbery located within said easements or rights–of–way are damaging or endangering utilities in said easements or rights–of–way, the adversely affected utility company shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

7. Property Owner's Association

A. Inclusion in Property Owners Association. As a part of the development of the Addition, the Developer thereof has created or will create Stone Wood Hills Property Owners, 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 Hills or owners of other tracts within the Stone Wood Hills P.U.D., etc., to become members of the Association and/or to enjoy any portion of the adjacent or nearby Park Areas the may be created.

B. Binding Effect: 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 Hills.

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 Restrictions for the Addition. Final documents on the Association will be filed with the final plat and include the maintenance agreement and other specific rights and requirements for association members.

E. Reserve Areas. Areas designated on the Plat as Reserve Areas are to 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. Reserve Areas in street right – of – ways are to remain part of the street right – of – ways, but maintenance of all Reserve Areas remain the responsibility of the Association.

8. PUD 127 Development Standards

TRACTS A AND H:
Tracts A and H shall be governed by the use and development regulations of either the O–2 Planned Office Park District or the R–5 Multi–family Residence District, or the R–3 Single–family District, except as follows:

R–5 Modifications:
- Parking Ratio — 1.5 sp./1 bedroom unit; 2.0 sp./2 bedroom unit

Tracts A and H shall be developed in its entirety as either a land use, allowed by right or special exception, in the O–2 District or a land use allowed by right or special exception in the R–5 District, or a land use allowed by right or special exception in the R–3 District, not as a mixture. the type of use will be determined at the time of platting.

TRACT B: LOTS 38–40, BLOCK 1; LOTS 14–18, BLOCK 2; LOTS 24–26, BLOCK 2.
Tract B shall be governed by the use and development regulations of either the O–2 Planned Office Park District, the R–5 Multi–family Residence District, or the R–3 Single–family Residential District, except as follows:

R–3 Modifications:
- Minimum Side Yard if Abutting Street — 20 ft./25 ft. if side loaded garage
- Minimum Rear Yards — 20 ft.
- On cul–de–sac and Pie Shaped Lots — Minimum lot frontage measured at the building line. Lot shall have at least 30 feet of street frontage, measured at the property line.

Tract B shall be developed in its entirety as either a land use, allowed by right or special exception, in the O–2 District or a land use, allowed by right or special exception, in the R–5 District or a land use, allowed by right or special exception, in the R–3 District, not a mixture.The type of use will be determined at the time of platting with this plat. Tract B shall be governed by the use and development regulations of the R–3 district, Except for the R–3 modifications listed above.

TRACT C : LOTS 31–37, BLOCK 1; LOTS 1–13, BLOCK 2; LOTS 19–23, BLOCK 2; ALL OF BLOCKS 3&4.
Tracts C, G and I shall be governed by the use and development regulations of the R–3 Single–Family Residential District, except as follows:

R–3 Modifications:
- Minimum Side Yard if Abutting Street — 20 ft./25 ft. if side loaded garage
- Minimum Rear Yards — 20 ft.
- On cul–de–sac and Pie Shaped Lots — Minimum lot frontage measured at building line. Lots shall have at least 30 feet of street frontage, measured at the property line.

TRACTS D AND E: LOTS 1–30, BLOCK 1; LOTS 1–16, BLOCK 5.
Tracts D and E shall be governed by the use and development regulations of either the O–2 Planned Office Park District, or the R–5 Multi–family Residence or the R–4 Two Family Residence, District or the R–3 Single–family Residential District, except as follows:

R–5 Modifications: For single–family attached (garden homes, townhome, row house)
- Minimum Front Yard — 20 ft.
- Minimum Side Yard if Abutting Street — 15 ft./20 ft. if side loaded garage
- Minimum Side Yards — 10 ft./10 ft.
- Minimum Rear Yards — 20 ft.
- Minimum number of enclosed parking per unit — 2

R–3 Modifications:
- Minimum Lot Size — 5,000 sq.ft.
- Minimum Lot Frontage — 50 ft.
- Minimum Front Yards — 20 ft.
- Minimum Side Yard if Abutting Street — 15 ft./20 ft. if side loaded garage
- Minimum Side Yard — 5 ft./5 ft. if rear of lot is adjacent to a public or private street or to an open space reserve area of at least 10 ft. in width.

  0 ft./10 ft. for zero lot line patios; 5 ft./10 ft. for all other lots
- Minimum Rear Yards — 20 ft.
- On Cul–de–sac and Pie Shaped Lots — Minimum lot frontage measured at the building line. Lot shall have at least 30 ft. of street frontage measured at the property line.

Tracts D and E shall be developed in its entirety as either a land use, allowed by right, or special exception, in the O–2 District, or a land use, allowed by right or special exception, in the R–5 District, or a land use, allowed by right or special exception in the R–4 District or a land use allowed by right or special exception, in the R–3 District, not as a mixture. The type of use will be determined at the time of platting with this plat, Tract D and E shall be governed by the use and development regulations of the R–3 district. Except for the R–3 modifications listed above.

TRACT F: LOTS 17–23, BLOCK 5; ALL OF BLOCKS 6&7.
Tract F shall be governed by the use and development regulations of either the R–5 Multi–family Residence District or the R–4 Two Family Residence District or the R–3 Single–family Residential District, except as follows:

R–5 Modifications: For single–family attached (garden homes, townhome, row house)
- Minimum Front Yard — 20 ft.
- Minimum Side Yard if Abutting Street — 15 ft./20 ft. if side loaded garage
- Minimum Side Yards — 10 ft./10 ft.
- Minimum Rear Yards — 20 ft.
- Minimum number of enclosed parking per unit — 2

R–3 Modifications:
- Minimum Lot Size — 5,000 sq.ft.
- Minimum Lot Frontage — 50 ft.
- Minimum Front Yards — 20 ft.
- Minimum Side Yard if Abutting Street — 15 ft./20 ft. if side loaded garage
- Minimum Side Yard — 5 ft./5 ft. if rear of lot is adjacent to a public or private street or to an open space reserve area of at least 10 ft. in width.

  0 ft./10 ft. for zero lot line patio homes; 5 ft./10 ft. for all other lots
- Minimum Rear Yards — 20 ft.
- On Cul–de–sac and Pie Shaped Lots — Minimum lot frontage measured at the building line. Lot shall have at least 30 ft. of street frontage measured at the property line.

Tract F shall be developed in its entirety as either a land use allowed by right or special exception, in the R–5 District or a land use, allowed by right or special exception, in the R–4 District or a land use allowed by right or special exception, in the R–3 District, not as a mixture. The type of use will be determined at the time of platting with this plat, Tract F shall be governed by the use and development regulations of the R–3 district. Except for the modification listed above.

Access onto Arterial and Collector Streets: No residential unit shall have direct access onto any arterial or collector street. Access to Lynn Lane/193rd East Avenue shall be limited to no more than three points. Access to Albany/61st Street shall be limited to no more than four points on the south side of Albany and two points on the north side of Albany Street. Access points on the north side of Albany shall either align with access points on the south side of Albany Street or be offset by more than 125 feet, centerline to centerline. If tracts B and D are used for anything other than single–family homes with minimum lot sizes of 7,000 sq. ft., they shall have no access to Tract C.

Fencing: The side and rear yards of residential uses adjacent to Lynn Lane and Albany Street shall have an architecturally attractive opaque fence of at least 6 feet in height. Some form of masonry material shall be used on the fence at least every 40 feet. An opaque fence of at least 6 feet in height shall be provided along all collector streets. Fencing along the arterial streets and collector streets shall be installed by the developer. Fencing plans shall be presented to and approved by the Planning Commission at the same time landscape plans are submitted for review. Standards for fencing, including structural, materials utilized, etc. will be outlined in the covenants upon submittal of the first plat for the Stonewood Hills PUD. The fencing on Lynn Lane and Albany Street shall be placed out of the 20–foot wide landscape and sidewalk area. Any open space area, such as lakes, parks, etc. that abuts an arterial or collector street does not have to have any fencing around it due to the desire to keep these areas visible from the street.

Landscaping: Landscaping shall be provided in accordance with Article VIII, Section 19 of the Zoning Ordinance. In addition, trees shall be planted along the collector streets as the tracts become developed that front and/or border the collector. The number of trees required along the collector streets shall be the same as that required along an arterial street.

It is important to note that all landscaping, screening and fencing will be detailed at the time of site plan approval and/or platting. All landscaping, screening and fencing will be designed based on predetermined guidelines as set out in the covenants.

OPEN SPACE:
Open space will be provided at Stone wood Hills in accordance with Article VII, 3.4.F of the Broken Arrow Zoning Ordinance. It is anticipated that the open space at Stone wood Hills will be allocated as follows:

Total Required Open Space Area	±11.7 acres
– 20 feet Landscape/Sidewalk Easement	±2.2 acres
– Tract A	±1.5 acres
– Tract H	±8.0 acres

In the case of Tracts A and H, the open space area will allow for the steep side slope portions of these tracts to be maintained in their natural state. Also provided will be a 20–foot wide landscape and sidewalk area located parallel to Albany Street and Lynn Lane. In addition, there are several existing lakes on site, some of which will be improved and maintained. Additional lakes will likely be added as well. Total area dedicated to these water features and open space is to be determined as individual tracts become platted and developed. If the open space area for a tract is less than the required area for this particular tract, the open space requirement may be made up in another area of the PUD, but under no circumstances will the overall PUD open space be less than ±11.7 acres. Should a tract not meet its open space requirement, then it will be determined at the time of final plat, by the Broken Arrow Planning Commission and City Council, if translocating the balance of the required open space to a different area of the PUD will be permitted.

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, and residents of Stone Wood Hills when control of membership is transferred directly to the Stone Wood Hills 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 being submitted to the City of Broken Arrow for approval. This Architectural review Committee is one of the major steps to insure the project will be developed as originally intended.
The building elevations for homes, offices and businesses will be designed to express individuality within a development area while simultaneously maintaining the overall character of the community. Careful attention to all aspects of the building designs will be studied to create the individuality desired. Some of the building elements to be studied include roofs, walls, openings, foundations, chimney materials, patios and decks. Even though building appearance will vary throughout the development, continuity will be provided through the utilization of additional architectural and nonarchitectural 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 "A", "B", and "C" shall be limited to use for open space, landscaping, recreation, and parking, and are reserved for subsequent conveyance to the Homeowner's Association to be formed pursuant to section III hereof.

B. No building shall be located nearer to the front lot line, nor nearer to the side street line than 25 feet or the building lines shown on the recorded plat; and as allowed on PUD 127.

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 area 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 and fences on any residential lot shall not be more than six (6) feet in height. Screen fencing is required on all lots which adjoin Tacoma Street and must be approved by the architectural committee, as shown on the approved landscape plan. Any decorative fencing around reserve pond areas must be approved.

G. No trailer, tent, shack, garage, barn or other outbuildings shall be placed or erected on any residential lot, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence. No modular, manufactured or mobile homes shall be permitted in this addition.

H. No inoperative vehicles of any kind shall be stored on any lot; and, no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored on any street or on any lot, except wholly within a garage or appropriately screened from view from any street, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.

I. No animals, including fowls, shall be raised, bred or kept on any residential lot at any time, except that not more than two (2) of each of any common household pet (which are not used, bred or maintained for commercial purpose) may be kept. All household pets must be kept fenced or leashed.

J. The Developers of "STONE WOOD HILLS" reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or any part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the county clerk's office in the court house of Tulsa County, Oklahoma.

SECTION III HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
The owner has formed or shall cause to be formed the "STONE WOOD HILLS" Homeowners' Association, Inc. (hereafter referred to as the "Association"), a nonprofit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of "STONE WOOD HILLS".

B. MEMBERSHIP
Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of the lot. The acceptance as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. COVENANT FOR ASSESSMENTS
The owner and each subsequent owner of a lot, by acceptance of a deed thereof, is deemed to covenant and agree to pay to the Association, assessments to be established by the board of directors in accordance with a declaration to be executed and recorded by the owner prior to the conveyance of a lot within "STONE WOOD HILLS". An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. CERTAIN RIGHTS OF THE ASSOCIATION
Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the same right to enforce the covenants to the same extent as the lot owner.

SECTION IV. TERM, AMENDMENT AND ENFORCEMENT

A. The covenants and restrictions set forth herein shall be covenants and restrictions which shall run with the land and which shall be binding upon and enforceable by the owner, its successor's, grantees and assigns by the beneficiaries of the covenants set forth with the respect to such covenants only, and by the City of Broken Arrow, Oklahoma, until January 1, 2017, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a majority vote the then owners of the land within "STONE WOOD HILLS" it is agreed, with the approval of the City of Broken Arrow, Oklahoma, to terminate such covenants and restrictions in whole or part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners of the land within "STONE WOOD HILLS" with the approval of the City of Broken Arrow, Oklahoma.

B. In the event the undersigned or any of its successors, grantees, or assigns, or any person claiming Successors, grantees, or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning an interest within "STONE WOOD HILLS", 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 judgment 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, ROLAND INVESTMENTS, LTD., AN OKLAHOMA CORPORATION, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION AND RESTRICTIONS THIS 22 DAY OF August, 2002.

By: _____
Phil Roland, President

ROLAND INVESTMENTS, LTD.
AN OKLAHOMA CORPORATION

STATE OF OKLAHOMA } S.S.
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 22nd DAY OF August, 2002, PERSONALLY APPEARED Phil Roland, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 1-7-04

NOTARY PUBLIC — STATE OF OKLAHOMA — TULSA COUNTY

CERTIFICATE OF SURVEYOR

I, Daniel S. Goss, a registered land surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as Stone Wood Hills, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, is to the best of my knowledge a true and correct representation of said survey.
This Plat of Survey meets the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this 12 day of August, 2002

Daniel S. Goss
Oklahoma Registered Land Surveyor #1316
C.A. #3932, Exp. 6/30/03

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 12th DAY OF August, 2002, PERSONALLY APPEARED DANIEL S. GOSS, 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 FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 1-7-04

NOTARY PUBLIC — STATE OF OKLAHOMA — TULSA COUNTY

CERTIFICATE OF TREASURER

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 $_____ per trust receipt no._____
to be applied to 20____ taxes.
This certificate is NOT to be construed as payment of 20____ taxes in full but is given in order that this plat may be filed on record. 20____ taxes may exceed the amount of the security deposit.
Dated _____ 20____. By _____

Dennis Semler
Tulsa County Treasurer

Deputy

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON THIS 6th DAY OF August, ~~2002~~ 2001

MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

CITY CLERK

DANIEL S. GOSS — 1316 — REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF OKLAHOMA