Tulsa County Clerk - EARLENE WILSON
Doc# 04118513 Pgs 1
Receipt # 754573 09/30/04 14:02:24
Fee 30.00
000754573001

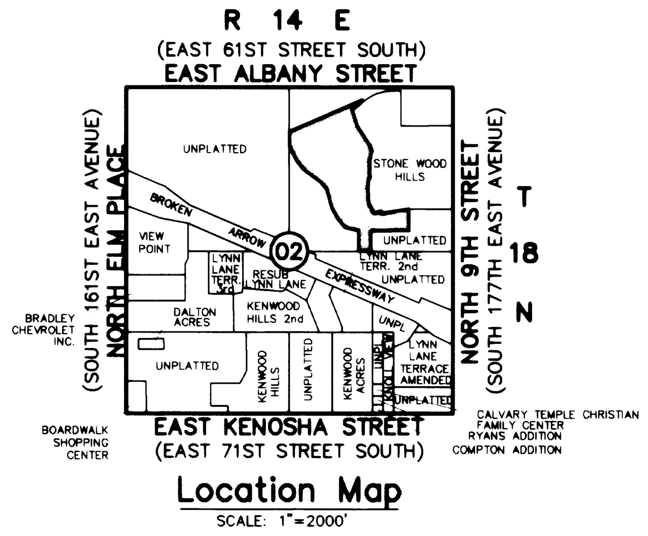
PLAT No.

5815

P.U.D. 127A

Stone Wood Hills II

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
BEING A SUBDIVISION OF A PART OF THE NE/4 OF SECTION TWO (2),
TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN



Location Map
SCALE: 1"=2000'

Benchmark

3" Aluminum cap flush-set in concrete stamped 'TUL 11', set East of S. 161st E. Ave. and in the median between B.A. Expressway, and West bound off ramp to S. 161st E. Ave. Monument is on the South side of hill at peak. Elev=815.13 (NGVD 1929)

Owner/Developer

Roland Investments, LTD.
P.O. Box 660
Coweta, Oklahoma 74429
(918) 486-5046
Contact: Mr. Phil Roland

Engineer/Surveyor

HALL, ROSENBAUM & ASSOCIATES, LLC
1913 West Tacoma, Suite-C
Broken Arrow, Oklahoma 74012-1472
Phone: (918) 258-3737
C.A.#3643 Expires June 30, 2005

Basis of Bearing

Bearing of S 01°13'28" E along the West line of the Northeast Quarter (NE/4) of Section 2, T-18-N, R-14-E.

Monumentation

All corners shown hereon were set using a 3/8"x 18" steel pin with a plastic cap stamped "PLS 1283" at all corners.

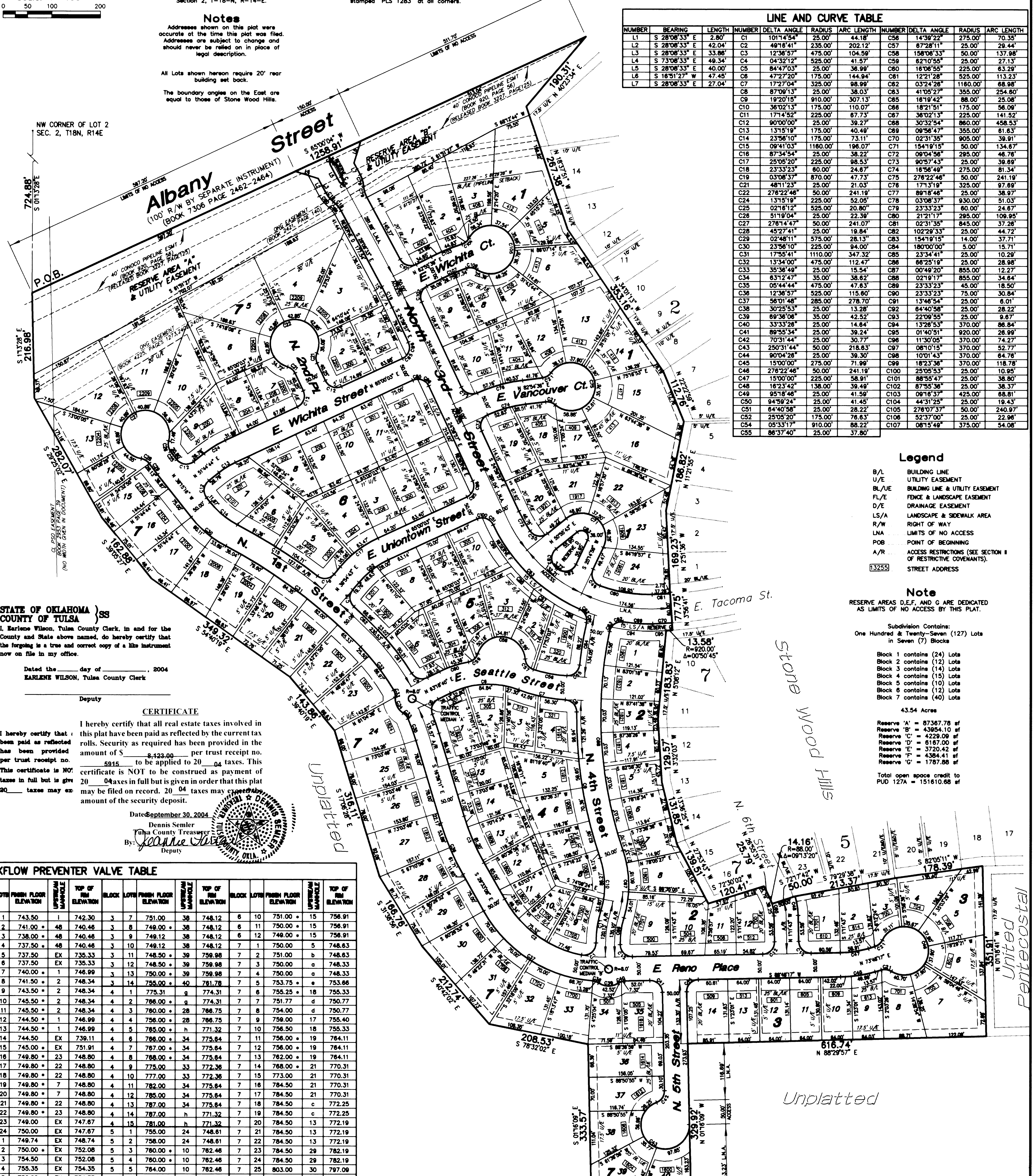
Scale: 1"=100'
0 50 100 200

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 Lots shown hereon require 20' rear building set back.

The boundary angles on the East are equal to those of Stone Wood Hills.



LINE AND CURVE TABLE

NUMBER	BEARING	LENGTH
L1	S 28°08'33" E	2.80'
L2	S 28°08'33" E	42.04'
L3	S 28°08'33" E	33.86'
L4	S 73°08'33" E	49.34'
L5	S 28°08'33" E	40.00'
L6	S 16°51'27" W	47.45'
L7	S 28°08'33" E	27.04'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	101°14'54"	25.00'	44.18'	C56	14°39'22"	275.00'	70.35'
C2	49°16'41"	235.00'	202.12'	C57	67°28'11"	25.00'	29.44'
C3	12°36'57"	475.00'	104.59'	C58	158°06'33"	50.00'	137.98'
C4	04°32'12"	525.00'	41.57'	C59	62°10'55"	25.00'	27.13'
C5	84°47'03"	25.00'	36.99'	C60	16°06'55"	225.00'	63.29'
C6	47°27'20"	175.00'	144.94'	C61	12°21'28"	525.00'	113.23'
C7	17°27'04"	325.00'	98.99'	C62	03°24'26"	1160.00'	68.98'
C8	87°09'13"	25.00'	38.03'	C63	41°05'27"	355.00'	254.60'
C9	19°20'15"	910.00'	307.13'	C65	16°19'42"	88.00'	25.08'
C10	36°02'13"	175.00'	110.07'	C66	18°21'51"	175.00'	56.09'
C11	17°14'52"	225.00'	67.73'	C67	36°02'13"	225.00'	141.52'
C12	90°00'00"	25.00'	39.27'	C68	30°32'54"	860.00'	458.53'
C13	13°15'19"	175.00'	40.49'	C69	09°56'47"	355.00'	61.63'
C14	23°56'10"	175.00'	73.11'	C70	02°31'35"	905.00'	39.91'
C15	09°41'03"	1160.00'	196.07'	C71	154°19'15"	50.00'	134.67'
C16	87°34'54"	25.00'	38.22'	C72	09°04'56"	295.00'	46.76'
C17	25°05'20"	225.00'	98.53'	C73	90°57'43"	25.00'	39.69'
C18	23°33'23"	60.00'	24.67'	C74	16°56'49"	275.00'	81.34'
C19	03°08'37"	870.00'	47.73'	C75	276°22'46"	50.00'	241.19'
C21	48°11'23"	25.00'	21.03'	C76	17°13'19"	325.00'	97.69'
C22	276°22'46"	50.00'	241.19'	C77	89°18'46"	25.00'	38.97'
C24	13°15'19"	225.00'	52.05'	C78	03°08'37"	930.00'	51.03'
C25	02°16'12"	525.00'	20.80"	C79	23°33'23"	60.00'	24.67'
C26	51°19'04"	25.00'	22.39'	C80	21°21'17"	295.00'	109.95'
C27	276°14'47"	50.00'	241.07'	C81	02°31'35"	845.00'	37.26'
C28	45°27'41"	25.00'	19.84'	C82	102°29'33"	25.00'	44.72'
C29	02°48'11"	575.00'	28.13"	C83	154°19'15"	14.00'	37.71'
C30	23°56'10"	225.00'	94.00'	C84	180°00'00"	5.00'	15.71'
C31	17°55'41"	1110.00'	347.32'	C85	23°34'41"	25.00'	10.29'
C32	13°34'00"	475.00'	112.47'	C86	66°25'19"	25.00'	28.98'
C33	35°36'49"	25.00'	15.54'	C87	00°49'20"	855.00'	12.27'
C34	63°12'47"	35.00'	38.62'	C88	02°19'17"	855.00'	34.64'
C35	05°44'44"	475.00'	47.63'	C89	23°33'23"	45.00'	18.50'
C36	12°36'57"	525.00'	115.60'	C90	23°33'23"	75.00'	30.84'
C37	56°01'48"	285.00'	278.70'	C91	13°46'54"	25.00'	6.01'
C38	30°25'53"	25.00'	13.28'	C92	64°40'58"	25.00'	28.22'
C39	69°36'06"	35.00'	42.52'	C93	22°09'55"	25.00'	9.67'
C40	33°33'26"	25.00'	14.64'	C94	13°26'53"	370.00'	86.84'
C41	89°55'34"	25.00'	39.24'	C95	01°40'51"	920.00'	26.99'
C42	70°31'44"	25.00'	30.77'	C96	11°30'05"	370.00'	74.27'
C43	250°31'44"	50.00'	218.63'	C97	08°10'15"	370.00'	52.77'
C44	90°04'26"	25.00'	39.30'	C98	10°01'43"	370.00'	64.76'
C45	15°00'00"	275.00'	71.99'	C99	18°23'36"	370.00'	118.78'
C46	276°22'46"	50.00'	241.19'	C100	25°05'53"	25.00'	10.95'
C47	15°00'00"	225.00'	58.91'	C101	88°55'47"	25.00'	38.80'
C48	16°23'42"	138.00'	39.49'	C102	87°55'36"	25.00'	38.37'
C49	95°18'46"	25.00'	41.59'	C103	09°16'37"	425.00'	68.81'
C50	94°59'24"	25.00'	41.45'	C104	44°31'25"	25.00'	19.43'
C51	64°40'58"	25.00'	28.22'	C105	276°07'37"	50.00'	240.97'
C52	25°05'20"	175.00'	76.63'	C106	52°37'00"	25.00'	22.96'
C54	05°33'17"	910.00'	88.22'	C107	08°15'49"	375.00'	54.08'
C55	86°37'40"	25.00'	37.80'				

Legend

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
BL/UE	BUILDING LINE & UTILITY EASEMENT
FL/E	FENCE & LANDSCAPE EASEMENT
D/E	DRAINAGE EASEMENT
LS/A	LANDSCAPE & SIDEWALK AREA
R/W	RIGHT OF WAY
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
A/R	ACCESS RESTRICTIONS (SEE SECTION II OF RESTRICTIVE COVENANTS).
13255	STREET ADDRESS

Note

RESERVE AREAS D,E,F, AND G ARE DEDICATED AS LIMITS OF NO ACCESS BY THIS PLAT.

Subdivision Contains:
One Hundred & Twenty-Seven (127) Lots
in Seven (7) Blocks

Block 1 contains (24) Lots
Block 2 contains (12) Lots
Block 3 contains (14) Lots
Block 4 contains (15) Lots
Block 5 contains (10) Lots
Block 6 contains (12) Lots
Block 7 contains (40) Lots

43.54 Acres

Reserve 'A' = 87367.78 sf
Reserve 'B' = 43954.10 sf
Reserve 'C' = 4229.09 sf
Reserve 'D' = 6167.00 sf
Reserve 'E' = 3720.42 sf
Reserve 'F' = 4384.41 sf
Reserve 'G' = 1787.88 sf

Total open space credit to
PUD 127A = 151610.68 sf

STATE OF OKLAHOMA }SS
COUNTY OF TULSA

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the forgoing is a true and correct copy of a like instrument now on file in my office.

Dated the_____ day of___________, 2004
EARLENE WILSON, Tulsa County Clerk

____
Deputy

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $___8,123.00___ per trust receipt no. ___5915___ to be applied to 20__04__ taxes. This certificate is NOT to be construed as payment of 20__04__taxes in full but is given in order that this plat may be filed on record. 20__04__ taxes may exceed the amount of the security deposit.

I hereby certify that ... been paid as reflected ... has been provided ... per trust receipt no. ... This certificate is NOT ... taxes in full but is give ... 20____ taxes may ex

Dated September 30, 2004
Dennis Semler
Tulsa County Treasurer
By: Jeanne Farra
Deputy

DENNIS SEMLER TREASURER TULSA COUNTY, OKLA.

BACKFLOW PREVENTER VALVE TABLE

BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCK	LOTS	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	743.50	I	742.30	3	7	751.00	38	748.12	6	10	751.00 *	15	756.91
1	2	741.00 *	48	740.46	3	8	749.00 *	38	748.12	6	11	750.00 *	15	756.91
1	3	738.00 *	48	740.46	3	9	749.12	38	748.12	6	12	749.00 *	15	756.91
1	4	737.50 *	48	740.46	3	10	749.12	38	748.12	7	1	750.00	5	748.63
1	5	737.50	EX	735.33	3	11	748.50 *	39	759.98	7	2	751.00	b	748.63
1	6	737.50	EX	735.33	3	12	748.50 *	39	759.98	7	3	750.00	a	748.33
1	7	740.00 *	1	746.99	3	13	750.00 *	39	759.98	7	4	750.00	a	748.33
1	8	741.50 *	2	748.34	3	14	755.00 *	40	761.78	7	5	753.75 *	e	753.66
1	9	743.50 *	2	748.34	4	1	775.31	g	774.31	7	6	755.25 *	18	755.33
1	10	745.50 *	2	748.34	4	2	766.00 *	g	774.31	7	7	751.77	d	750.77
1	11	745.50 *	2	748.34	4	3	760.00 *	28	766.75	7	8	754.00	d	750.77
1	12	744.50 *	1	746.99	4	4	756.00 *	28	766.75	7	9	759.00	17	755.40
1	13	744.50 *	1	746.99	4	5	765.00 *	h	771.32	7	10	756.50	18	755.33
1	14	744.50	EX	739.11	4	6	766.00 *	34	775.64	7	11	756.00 *	19	764.11
1	15	745.00 *	EX	751.91	4	7	767.00 *	34	775.64	7	12	756.00 *	19	764.11
1	16	749.80 *	23	748.80	4	8	768.00 *	34	775.64	7	13	762.00 *	19	764.11
1	17	749.80 *	22	748.80	4	9	775.00	33	772.36	7	14	768.00 *	21	770.31
1	18	749.80 *	22	748.80	4	10	777.00	33	772.36	7	15	773.00	21	770.31
1	19	749.80 *	7	748.80	4	11	782.00	34	775.64	7	16	784.50	21	770.31
1	20	749.80 *	7	748.80	4	12	785.00	34	775.64	7	17	784.50	21	770.31
1	21	749.80 *	22	748.80	4	13	787.00	34	775.64	7	18	784.50	c	772.25
1	22	749.80 *	23	748.80	4	14	787.00	h	771.32	7	19	784.50	c	772.25
1	23	749.00	EX	747.67	4	15	781.00	h	771.32	7	20	784.50	13	772.19
1	24	750.00	EX	747.67	5	1	755.00	24	748.61	7	21	784.50	13	772.19
2	1	749.74	EX	748.74	5	2	758.00	24	748.61	7	22	784.50	13	772.19
2	2	750.00 *	EX	752.08	5	3	760.00 *	10	762.46	7	23	784.50	29	782.19
2	3	754.50	EX	752.08	5	4	760.00 *	10	762.46	7	24	784.50	29	782.19
2	4	755.35	EX	754.35	5	5	764.00	10	762.46	7	25	803.00	30	797.09
2	5	756.00	EX	754.35	5	6	770.00 *	11	771.35	7	26	804.50	30	797.09
2	6	757.00	EX	754.86	5	7	767.00 *	11	771.35	7	27	804.50	30	797.09
2	7	757.00	EX	754.86	5	8	757.00 *	10	762.46	7	28	804.50	44	797.75
2	8	757.00	EX	751.56	5	9	753.00 *	10	762.46	7	29	804.50	44	797.75
2	9	761.74	31	760.74	5	10	750.00 *	10	762.46	7	30	804.50	44	797.75
2	10	754.00 *	31	760.74	6	1	750.00 *	15	756.91	7	31	804.50	44	797.75
2	11	750.00 *	EX	751.56	6	2	753.00 *	15	756.91	7	32	803.00	44	797.75
2	12	748.00	45	741.04	6	3	758.00	15	756.91	7	33	792.00	43	783.18
3	1	748.00	45	741.04	6	4	759.00	15	756.91	7	34	775.00 *	43	783.18
3	2	748.00	EX	741.53	6	5	764.00	16	755.64	7	35	765.00 *	43	783.18
3	3	748.00	EX	741.53	6	6	762.00	16	755.64	7	36	770.00	41	766.15
3	4	748.00	EX	740.94	6	7	760.00	16	755.64	7	37	775.00	41	766.15
3	5	748.00 *	36	748.80	6	8	754.00 *	15	756.91	7	38	780.00	41	766.15
3	6	750.00 *	37	755.40	6	9	752.00 *	15	756.91	7	39	775.00	41	766.15
										7	40	765.00 *	41	766.15

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING

* REQUIRES BACKFLOW PREVENTER VALVE.

STORMWATER DETENTION ACCOMMODATIONS PROVIDED FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-70303-41.

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

APPROVED 7-6-04 **by the City Council of the City of Broken Arrow, Oklahoma.**
Richard Carter
Mayor
Melanie Bolslue
Attest: City Clerk 9-30-04

Stone Wood Hills II
Case No. 03-105
Development No. 03-121
Sheet 1 of 2

Date Prepared: September 22, 2004

P.U.D. 127A

Stone Wood Hills II

STONE WOOD HILLS II
PUD # 127A 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 NORTHEAST QUARTER (NE/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 2; THENCE S 01°13'28" E AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 724.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 01°13'28" E AND ALONG SAID WEST LINE A DISTANCE OF 216.98 FEET; THENCE S 29°25'02" E A DISTANCE OF 282.07 FEET; THENCE S 39°05'27" E A DISTANCE OF 162.88 FEET; THENCE S 54°40'19" E A DISTANCE OF 349.32 FEET; THENCE S 39°40'19" E A DISTANCE OF 143.86 FEET; THENCE S 17°06'28" E A DISTANCE OF 316.11 FEET; THENCE S 31°38'56" E A DISTANCE OF 166.76 FEET; THENCE S 40°42'02" E A DISTANCE OF 212.74 FEET; THENCE S 78°32'02" E A DISTANCE OF 208.53 FEET; THENCE S 01°16'09" E A DISTANCE OF 333.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 2; THENCE N 88°30'17" E AND ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 206.05 FEET; THENCE N 01°16'09" W A DISTANCE OF 329.92 FEET; THENCE N 88°29'57" E A DISTANCE OF 616.74 FEET; THENCE N 01°18'41" W A DISTANCE OF 351.91 FEET TO THE SOUTH CORNER OF LOT 18 BLOCK 5 OF STONE WOOD HILLS, A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (#5605); THENCE S 82°05'11" W AND ALONG THE SOUTH LINE OF SAID ADDITION A DISTANCE OF 178.39 FEET; THENCE S 79°29'38" W A DISTANCE OF 213.37 FEET; THENCE S 72°17'42" W A DISTANCE OF 50.00 FEET; THENCE N 17°42'10" W A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET AND A CENTRAL ANGLE OF 09°13'20" A DISTANCE OF 14.16 FEET; THENCE N 26°55'31" W A DISTANCE OF 25.79 FEET; THENCE S 72°30'02" W A DISTANCE OF 120.41 FEET TO THE SOUTHWEST CORNER OF LOT 16 BLOCK 7 OF SAID ADDITION; THENCE N 27°53'43" W AND ALONG THE WEST LINE OF SAID ADDITION A DISTANCE OF 139.51 FEET; THENCE N 13°36'25" W A DISTANCE OF 131.85 FEET; THENCE N 03°32'03" W A DISTANCE OF 129.57 FEET; THENCE N 05°08'12" E A DISTANCE OF 183.83 FEET TO THE NORTHWEST CORNER OF LOT 10 BLOCK 7 OF SAID ADDITION; THENCE N 86°54'07" E A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CENTRAL ANGLE OF 00°50'45" A DISTANCE OF 13.58 FEET; THENCE N 03°56'41" W A DISTANCE OF 77.75 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 OF SAID ADDITION; THENCE N 02°51'36" W A DISTANCE OF 169.23 FEET; THENCE N 11°21'55" E A DISTANCE OF 186.82 FEET TO THE SOUTHWEST CORNER OF LOT 6 BLOCK 2 OF SAID ADDITION; THENCE N 22°22'59" W A DISTANCE OF 112.76 FEET; THENCE N 34°01'13" W A DISTANCE OF 353.16 FEET TO THE WEST CORNER OF LOT 13 BLOCK 2 OF SAID ADDITION; THENCE N 18°37'51" W A DISTANCE OF 267.38 FEET; THENCE N 40°23'34" E A DISTANCE OF 190.31 FEET; THENCE S 65°00'04" W A DISTANCE OF 1258.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,896,770.67 SQUARE FEET OR 43.54 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 HILLS II, 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 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. 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 NORTH 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.

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, 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 OR 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 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 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 SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE 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 PART OF THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE STONE WOOD HILLS II 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 II OR OWNERS OF OTHER TRACTS WITHIN THE STONE WOOD HILLS II P.U.D., ETC., TO BECOME MEMBERS OF THE ASSOCIATION AND/OR TO ENJOY ANY PORTION OF THE ADJACENT OR NEARBY 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 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 DESIGNED DESIGNATED BY THE DEVELOPER.

C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BE 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 II.

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 REMAINS THE RESPONSIBILITY OF THE ASSOCIATION.

F. TRAFFIC CONTROL MEDIANS A AND B: THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE TRAFFIC CONTROL MEDIANS A AND B, 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 AND B. 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 AND B 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.

8. PUD 127A DEVELOPMENT STANDARDS (STONEWOOD HILLS II IS CONTAINED ENTIRELY WITHIN THE BOUNDARIES OF TRACT B OF PUD 127A AS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON JUNE 21, 2004)

TRACT B:
TRACT B SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF THE R-3S SINGLE-FAMILY RESIDENTIAL DISTRICT EXCEPT AS FOLLOWS:

- FOR LOTS WITH TWO SIDES ABUTTING A PUBLIC STREET RIGHT-OF-WAY (EXCLUDING ARTERIAL STREET RIGHT-OF-WAY) THE FRONT YARD MAY BE REDUCED TO 20 FEET ALONG THOSE RIGHTS-OF-WAY THAT HAVE NO VEHICULAR ACCESS
- ON CUL-DE-SAC AND PIE SHAPED LOTS: MINIMUM LOT FRONTAGE SHALL BE MEASURED AT THE FRONT BUILDING LINE. LOTS SHALL HAVE AT LEAST 30 FEET OF STREET FRONTAGE, MEASURED AT THE PROPERTY LINE.

FENCING:
THE SIDE AND REAR YARDS OF RESIDENTIAL USES ADJACENT TO ALBANY STREET/BASS PRO DRIVE SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT. A LANDSCAPE AREA OF AT LEAST 20 FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALBANY STREET/BASS PRO DRIVE. 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. THE DEVELOPER SHALL INSTALL FENCING ALONG THE ARTERIAL STREETS AND COLLECTOR STREETS. 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. HAVE BEEN OUTLINED IN THE COVENANTS FOR STONEWOOD HILLS. THE FENCING ON ALBANY STREET/BASS PRO DRIVE SHALL BE PLACED OUT OF THE 20-FOOT WIDE LANDSCAPE AND SIDEWALK AREAS. 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. A LANDSCAPE AREA OF AT LEAST 20 FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALBANY STREET/BASS PRO DRIVE. 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 STREET SHALL BE THE SAME AS THAT REQUIRED ALONG AN ARTERIAL STREET.

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 II UNTIL SUCH TIME THAT MEMBERSHIP IS TRANSFERRED DIRECTLY TO THE STONE WOOD HILLS II 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 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", "C" AND "D" SHALL BE LIMITED TO USE FOR OPEN SPACE, LANDSCAPING, 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 127A.

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 AND FENCES ON ANY RESIDENTIAL LOT SHALL NOT BE MORE THAN SIX (6) FEET IN HEIGHT. DECORATIVE FENCES MAY BE PLACED AROUND ALL RESERVE POND AREA, BUT MUST HAVE APPROVAL BY THE ARCHITECTURAL COMMITTEE. FENCES ADJACENT TO THE NORTH/EAST SIDE OF TACOMA STREET AND N. 3RD STREET MUST BE OF THE SAME STYLE, TYPE, AND HEIGHT AS THE FENCE ON THE SOUTH/WEST SIDE OF TACOMA STREET AND NORTH 3RD STREET. FENCES ALONG NORTH 3RD STREET AND EAST TACOMA STREET SHALL BE THE SAME AS APPROVED BY THE PLANNING COMMISSION WITH THE LANDSCAPE PLAN.

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 II" 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.

K. ACCESS RESTRICTIONS WILL BE DEFINED AS NO ACCESS ALLOW WITH EXCEPTION TO SIDE LOADED GARAGES. IN THE INSTANCE OF A SIDE LOADED GARAGE, THE BUILDING LINE SETBACK SHALL BE 25 FEET.

SECTION III HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE "STONE WOOD HILLS" II 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 II".

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 II". 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 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 01, 2024, 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 II" 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 II" 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 II", THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO THE 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 SUCH COVENANTS OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGMENT OR OTHER ACTION SHALL NOT EFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, ROLAND INVESTMENTS, LTD, AND OKLAHOMA CORPORATION, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION AND RESTRICTIONS THIS 23 DAY OF September, 2004.

BY: ______________________
PHIL ROLAND, PRESIDENT
ROLAND INVESTMENTS, LTD.
AN OKLAHOMA CORPORATION

STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 23rd DAY OF September, 2004, 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.

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

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
BARRICK ROSENBAUM
TULSA COUNTY
01007386
EXPIRATION DATE MAY 2, 2005

____
NOTARY PUBLIC: BARRICK ROSENBAUM #01007386

MY COMMISSION EXPIRES:
MAY 2, 2005

CERTIFICATE OF SURVEYOR
WE, HALL ROSENBAUM & ASSOCIATES LLC, AND I, ALBERT JONES III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS 'STONE WOOD HILLS II', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS OF THIS DATE.

WITNESS MY HAND AND SEAL THIS 23RD DAY OF SEPTEMBER, 2004.

____
ALBERT JONES III
PROFESSIONAL LAND SURVEYOR # 1580

REGISTERED PROFESSIONAL LAND SURVEYOR
ALBERT JONES III
1580
OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 23rd DAY OF September, 2004, PERSONALLY APPEARED ALBERT JONES III, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FORGOING 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.

____
NOTARY PUBLIC: BARRICK ROSENBAUM #01007386

MY COMMISSION EXPIRES:
MAY 2, 2005

APPROVED 7-6-04 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk 9-30-04

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
BARRICK ROSENBAUM
TULSA COUNTY
01007386
EXPIRATION DATE MAY 2, 2005

Stone Wood Hills II
Case No. 03-105
Development No. 03-121
Sheet 2 of 2

Date Prepared: September 22, 2004