Tulsa County Clerk - EARLENE WILSON
Doc # 2008002762 Pages 1
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PLAT No.
6177

COUNTY CLERK TULSA COUNTY OKLAHOMA

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

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 _____, 2008
EARLENE WILSON, Tulsa County Clerk

_____
Deputy

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-50306-27

The Village at Southern Trails

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING A PART OF THE NE/4 OF SECTION TWENTY-EIGHT (28), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

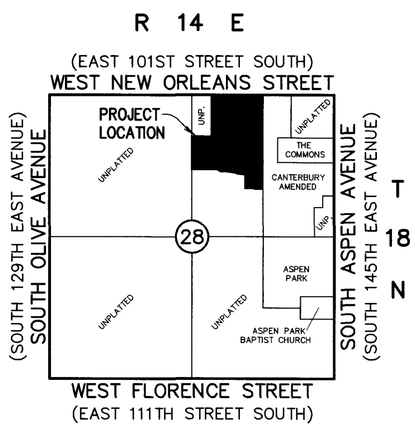
OWNER/DEVELOPER
OKLAHOMA NEIGHBORHOODS, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
2217 EAST SKELLY DRIVE
TULSA, OKLAHOMA 74105
PHONE: (918) 749-1637

ENGINEER/SURVEYOR
HRAOK, INC.
1913 WEST TACOMA, SUITE-C
BROKEN ARROW, OKLAHOMA 74012
PHONE: (918) 258-3737
FAX: (918) 258-2554
EMAIL: AHALL@HRAOK.COM
CA#3643 EXPIRES 6-30-2009

BASIS OF BEARINGS
WEST LINE OF CANTERBURY AMENDED AT BEARING OF S00°02'06"W PLAT NUMBER 4088 , CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

MONUMENTATION
ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"X 18" IRON PIN WITH A PLASTIC CAP STAMPED "PLS 1283".

SCALE 1"=100'
100 0 100 200
SCALE IN FEET



Location Map
SCALE: 1"=2000'

SUBDIVISION STATISTICS
THE VILLAGE AT SOUTHERN TRAILS
SUBDIVISION CONTAINS ONE HUNDRED AND THIRTY-FOUR (134) LOTS IN SIX (6) BLOCKS IN 39.05 ACRES

BLOCK 1 CONTAINS 48 LOTS
BLOCK 2 CONTAINS 2 LOTS
BLOCK 3 CONTAINS 9 LOTS
BLOCK 4 CONTAINS 21 LOTS
BLOCK 5 CONTAINS 6 LOTS
BLOCK 6 CONTAINS 48 LOTS

BENCHMARK
5/8" REBAR – WITH YELLOW CAP – FOUND AT THE NW CORNER OF THE NE/4 OF SECTION 28, T-18-N, R-14-E ELEV. = 699.46 (NGVD 1929)

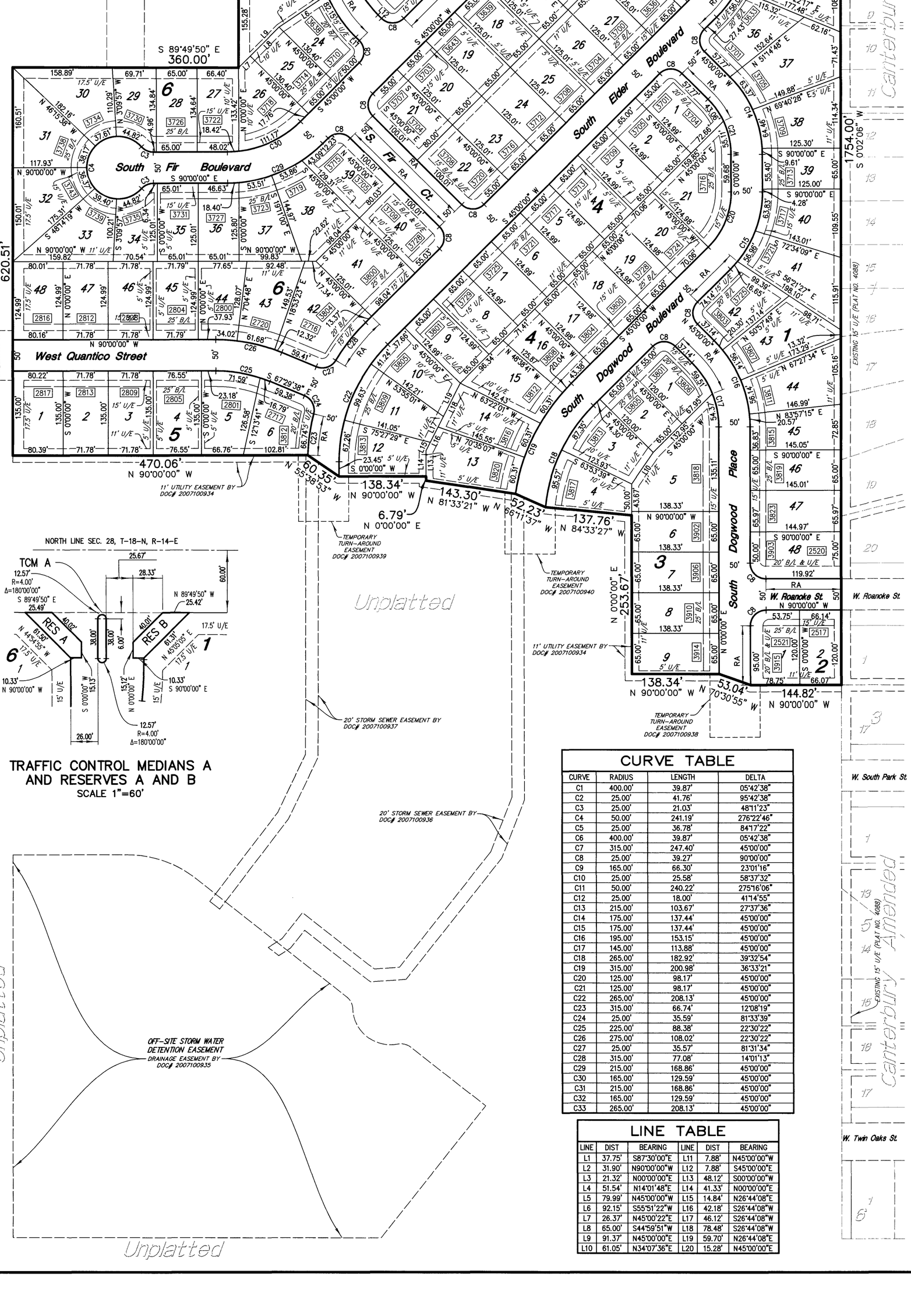
NOTES
ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

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.

ON CORNER LOTS WHERE VEHICULAR ACCESS OCCURS, THE BUILDING LINE SETBACK SHALL BE A MINIMUM OF 25'.

LEGEND
B/L ____ BUILDING LINE
FL/E ____ FENCE AND LANDSCAPE EASEMENT
LNA ____ LIMITS OF NO ACCESS
POB ____ POINT OF BEGINNING
POC ____ POINT OF COMMENCING
RES ____ RESERVE AREA
R/W ____ RIGHT OF WAY
TCM ____ TRAFFIC CONTROL MEDIAN
U/E ____ UTILITY EASEMENT
13255 ____ STREET ADDRESS
RA ____ RESTRICTED ACCESS



TRAFFIC CONTROL MEDIANS A AND RESERVES A AND B
SCALE 1"=60'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	400.00'	39.87'	05°42'38"
C2	25.00'	41.76'	95°42'38"
C3	25.00'	21.03'	48°11'23"
C4	50.00'	241.19'	276°22'46"
C5	25.00'	36.78'	84°17'22"
C6	400.00'	39.87'	05°42'38"
C7	315.00'	247.40'	45°00'00"
C8	25.00'	39.27'	90°00'00"
C9	165.00'	66.30'	23°01'16"
C10	25.00'	25.58'	58°37'32"
C11	50.00'	240.22'	275°16'06"
C12	25.00'	18.00'	41°14'55"
C13	215.00'	103.67'	27°37'36"
C14	175.00'	137.44'	45°00'00"
C15	175.00'	137.44'	45°00'00"
C16	195.00'	153.15'	45°00'00"
C17	145.00'	113.88'	45°00'00"
C18	265.00'	182.92'	39°32'54"
C19	315.00'	200.98'	36°33'21"
C20	125.00'	98.17'	45°00'00"
C21	125.00'	98.17'	45°00'00"
C22	265.00'	208.13'	45°00'00"
C23	315.00'	66.74'	12°08'19"
C24	25.00'	35.59'	81°33'39"
C25	225.00'	88.38'	22°30'22"
C26	275.00'	108.02'	22°30'22"
C27	25.00'	35.57'	81°31'34"
C28	315.00'	77.08'	14°01'13"
C29	215.00'	168.86'	45°00'00"
C30	165.00'	129.59'	45°00'00"
C31	215.00'	168.86'	45°00'00"
C32	165.00'	129.59'	45°00'00"
C33	265.00'	208.13'	45°00'00"

LINE TABLE

LINE	DIST	BEARING	LINE	DIST	BEARING
L1	37.75'	S87°30'00"E	L11	7.88'	N45°00'00"W
L2	31.90'	N90°00'00"W	L12	7.88'	S45°00'00"E
L3	21.32'	N00°00'00"E	L13	48.12'	S00°00'00"W
L4	51.54'	N14°01'48"E	L14	41.33'	N00°00'00"E
L5	79.99'	N45°00'00"W	L15	14.84'	N26°44'08"E
L6	92.15'	S55°51'22"W	L16	42.18'	S26°44'08"W
L7	26.37'	N45°00'22"E	L17	46.12'	S26°44'08"W
L8	65.00'	S44°59'51"W	L18	78.48'	S26°44'08"W
L9	91.37'	N45°00'00"E	L19	59.70'	N26°44'08"E
L10	61.05'	N34°07'36"E	L20	15.28'	N45°00'00"E

PHASE 1 BLOCKS	LOTS	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	PHASE 1 BLOCKS	LOTS	FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	706.50FF *	B2	707.19	4	9	715.50FF *	I1	715.18
1	2	708.50FF	B2	707.19	4	10	714.00FF	J1	712.36
1	3	710.00FF *	B3	710.37	4	11	713.00FF *	J1	712.36
1	4	711.50FF	B3	710.37	4	12	712.00FF	J3	710.26
1	5	712.00FF	B3	710.37	4	13	714.10FF	J1	712.36
1	6	712.00FF *	W	711.36	4	14	715.00FF	J1	712.36
1	7	712.00FF *	W	711.36	4	15	715.00FF *	I1	715.18
1	8	713.00FF *	F5	713.67	4	16	716.00FF *	I1	715.18
1	9	713.00FF *	F5	713.67	4	17	716.00FF *	I1	715.18
1	10	712.00FF *	F5	713.67	4	18	717.00FF	I1	715.18
1	11	711.00FF *	F5	713.67	4	19	717.00FF *	I2	716.74
1	12	709.00FF *	F5	713.67	4	20	718.00FF	I2	716.74
1	13	711.00FF *	F4	711.17	4	21	718.00FF	I2	716.74
1	14	711.00FF *	F4	711.17	5	1	712.00FF *	L5	711.78
1	15	712.00FF *	F3	714.60	5	2	712.50FF *	L5	711.78
1	16	712.50FF *	F2	713.89	5	3	713.50FF *	L4	713.00
1	17	712.50FF *	F2	713.89	5	4	714.50FF	L4	713.00
1	18	712.50FF *	F2	713.89	5	5	714.50FF	L3	711.83
1	19	712.00FF *	F2	713.89	5	6	713.50FF	L3	711.83
1	20	711.50FF *	F1	712.35	6	1	704.00FF *	C1	705.16
1	21	711.50FF *	F1	712.35	6	2	705.00FF *	C1	705.16
1	22	714.00FF	F1	712.35	6	3	706.00FF *	C1	705.16
1	23	714.00FF	F1	712.35	6	4	707.00FF *	C2	710.09
1	24	714.00FF	F1	712.35	6	5	708.00FF *	C2	710.09
1	25	714.00FF *	F2	713.89	6	6	709.00FF *	C2	710.09
1	26	714.00FF *	F2	713.89	6	7	711.00FF *	C2	710.09
1	27	715.00FF	F2	713.89	6	8	712.50FF	C4	711.00
1	28	715.50FF	F2	713.89	6	9	711.00FF *	C3	711.00
1	29	716.00FF	F3	714.60	6	10	709.00FF *	C3	711.00
1	30	716.50FF	F4	711.17	6	11	707.50FF *	C2	710.09
1	31	716.50FF	F4	711.17	6	12	706.50FF *	C2	710.09
1	32	717.00FF	F5	713.67	6	13	705.50FF *	C1	705.16
1	33	716.50FF *	X	715.88	6	14	705.00FF	B1	702.79
1	34	716.50FF *	X	715.88	6	15	705.00FF	B1	702.79
1	35	716.00FF *	X	715.88	6	16	705.00FF *	A2	706.59
1	36	716.00FF *	S2	715.79	6	17	705.50FF *	A2	706.59
1	37	717.00FF	S2	715.79	6	18	705.50FF *	A2	706.59
1	38	718.00FF	X	715.88	6	19	707.00FF	A2	706.59
1	39	718.50FF	X	715.88	6	20	708.50FF *	A3	710.63
1	40	719.00FF *	T1	719.46	6	21	710.50FF *	A3	710.63
1	41	718.50FF *	T1	719.46	6	22	711.50FF *	A3	710.63
1	42	718.00FF *	T2	717.04	6	23	711.50FF *	A3	710.63
1	43	717.00FF *	T2	717.04	6	24	711.50FF	D1	709.00
1	44	717.00FF *	T1	719.46	6	25	711.50FF	D1	710.50
1	45	717.00FF *	AA	718.64	6	26	711.50FF *	A5	711.59
1	46	717.00FF *	AA	718.64	6	27	712.00FF	E1	710.51
1	47	718.00FF *	AA	718.64	6	28	712.00FF	E1	710.51
1	48	719.00FF	AA	718.64	6	29	712.00FF	E1	710.51
2	1	719.00FF *	U1	718.43	6	30	712.00FF	E1	710.51
2	2	719.00FF *	U1	718.43	6	31	712.50FF	E3	705.36
3	1	716.00FF	N2	714.98	6	32	712.50FF	H4	706.85
3	2	716.00FF	N2	714.98	6	33	712.00FF	H3	706.92
3	3	715.50FF *	N1	715.50	6	34	712.00FF	H3	706.92
3	4	714.50FF *	A15	715.09	6	35	712.00FF	H2	706.92
3	5	719.00FF	A15	715.09	6	36	711.00FF	H2	706.92
3	6	718.00FF	A15	715.09	6	37	710.50FF	H2	706.92
3	7	718.00FF	A15	715.09	6	38	711.00FF *	H1	712.19
3	8	717.50FF	A15	715.09	6	39	711.00FF *	F1	712.35
3	9	717.00FF	A15	715.09	6	40	714.00FF	F1	712.35
4	1	715.80FF *	I2	716.74	6	41	714.00FF	H1	712.19
4	2	715.00FF *	I2	716.74	6	42	714.00FF	H2	712.29
4	3	714.00FF *	I2	716.74	6	43	714.50FF	H2	712.29
4	4	714.50FF *	I2	716.74	6	44	714.50FF	H2	712.29
4	5	714.50FF *	I1	715.18	6	45	714.00FF	H2	712.29
4	6	715.00FF *	I1	715.18	6	46	713.00FF	H3	706.92
4	7	715.00FF *	I1	715.18	6	47	711.50FF	H3	706.92
4	8	715.00FF *	I1	715.18	6	48	710.50FF	H3	706.85

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

* REQUIRES BACKFLOW PREVENTER VALVE.

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 $ 232.00 per trust receipt no. 9411 to be applied to 20 08 taxes. This certificate is NOT to be construed as payment of 20 08 taxes in full but is given in order that this plat may be filed on record. 20 08 taxes may not exceed the amount of the security deposit.

Dated 08 Jan 08
Dennis Semler
Tulsa County Treasurer
By: _____ Deputy

DENNIS SEMLER TREASURER TULSA COUNTY, OKLA.

APPROVED 7.2.07 by the City Council of the City of Broken Arrow, Oklahoma.
J. Wade McCaleb Sr.
Mayor
Mary E. Bayza
Attest: City Clerk 1-4-08

The Village at Southern Trails
Case No. PT06-118
Development No. DN06-159
Sheet 1 of 3

APPROVED 7-2-08 by the City Council of the City of Broken Arrow, Oklahoma.
J. Wade McCalab Jr
Mayor
Mary E. Bryce
Attest: City Clerk 7-14-08 jd

Deed Of Dedication and Restrictive Covenants

The Village at Southern Trails

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING A PART OF THE NE/4 OF SECTION TWENTY–EIGHT (28), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

KNOW ALL MEN BY THESE PRESENTS:

THE OKLAHOMA NEIGHBORHOOD, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER THE OWNER/DEVELOPER), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO–WIT:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY–EIGHT, TOWNSHIP EIGHTEEN NORTH, RANGE FOURTEEN EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW,TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY–EIGHT; THENCE S 89°49'50" E AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 360.00 FEET TO THE 'POINT OF BEGINNING'; THENCE CONTINUING S 89°49'50" E AND ALONG SAID NORTH LINE A DISTANCE OF 957.45 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY–EIGHT; THENCE S 00°02'06" W AND ALONG THE WEST LINE OF "CANTERBURY AMENDED" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (PLAT NUMBER 4088) A DISTANCE OF 1754.00 FEET; THENCE N 90°00'00" W A DISTANCE OF 144.82 FEET; THENCE N 70°30'55" W A DISTANCE OF 53.04 FEET; THENCE N 90°00'00" W A DISTANCE OF 138.34 FEET; THENCE N 00°00'00" E A DISTANCE OF 253.67 FEET; THENCE N 84°33'27" W A DISTANCE OF 137.76 FEET; THENCE N 66°11'37" W A DISTANCE OF 52.23 FEET; THENCE N 81°33'21" W A DISTANCE OF 143.30 FEET; THENCE N 00°00'00" E A DISTANCE OF 6.79 FEET; THENCE N 90°00'00" W A DISTANCE OF 138.34 FEET; THENCE N 55°38'53" W A DISTANCE OF 60.35 FEET; THENCE N 90°00'00" W A DISTANCE OF 470.06 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE N 00°04'09" E AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 620.51 FEET THENCE S 89°49'50" E A DISTANCE OF 360.00 FEET; THENCE N 00°04'09" E A DISTANCE OF 770.00 FEET TO THE 'POINT OF BEGINNING'.

SAID TRACT CONTAINING 1,700,862.40 SQUARE FEET / 39.05 ACRES

AND HAS CAUSED THE ABOVE–DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE PLAT) AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS THE VILLAGE AT SOUTHERN TRAILS A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE SUBDIVISION OR THE VILLAGE AT SOUTHERN TRAILS). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE LOTS, AND INDIVIDUALLY AS A LOT.

SECTION I. PUBLIC STREET RIGHTS–OF–WAY, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE, THE STREETS AS DEPICTED ON THE PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS U/E OR UTILITY EASEMENT FOR THE SEVERAL PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES, SEWER LINES AND OTHER SERVICES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE AND OTHER SERVICES TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING IMPROVEMENTS.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONGTHE NORTHERN PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT–WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT–OF–WAY EASEMENT ON SAID LOT, COVERING A FIVE–FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, GAS SERVICES AND OTHER SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION, GAS FACILITIES OR OTHER SERVICES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, GAS SERVICES OR OTHER SERVICES.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT, RESTRICTED WATERLINE AND DRAINAGE EASEMENT AREAS , IF ANY, DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

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

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

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

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

3. 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.

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

5. 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.

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

E. SURFACE DRAINAGE

EACH LOT, IN ACCORDANCE WITH THE FINISH–GRADING PLAN, SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS, WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT OWNED. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. 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 WITH THE CONCURRING APPROVAL OF THE BROKEN ARROW CITY COUNCIL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FORGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. USE OF RESERVE AREAS A, B AND TRAFFIC CONTROL MEDIAN A

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE, RESERVE AREAS A, B AND TRAFFIC CONTROL MEDIAN A AS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS ASSOCIATION REFERRED TO IN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING AND COVENANTS THAT THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR DAMAGE TO LANDSCAPING OR LANDSCAPING IRRIGATION SYSTEMS OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF RESERVE A, B AND TRAFFIC CONTROL MEDIAN A OR BY MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING STREET. IN ADDITION, RESERVE AREAS 'A' AND 'B' SHALL BE USED AS PUBLIC AND PRIVATE UTILITY EASEMENTS.

I. SIDEWALK

THE DEVELOPER WILL INSTALL SIDEWALK ALONG PUBLIC STREET FRONTAGE ALONG WEST NEW ORLEANS STREET AND PUBLIC STREET FRONTAGE ABUTTING RESERVE AREAS WITHIN THE SUBDIVISION.

J. OFF–SITE STORMWATER DETENTION EASEMENT

1. DETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OFF–SITE STORMWATER DETENTION EASMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. DETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

   A. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

   B. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

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

   D. 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 THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/134TH OF THE COSTS.

   E. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

K. RESTRICTED ACCESS

THE DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE SUBDIVISION DESIGNATED ON THE ATTACHED PLAT AS RESTRICTED ACCESS (RA) EXCEPT ON CORNER LOTS, WHERE VEHICULAR ACCESS OCCURS, THE BUILDING LINE SETBACK SHALL BE A MINIMUM OF 25'. THE FORGOING COVENANTS CONCERNING AREAS WITH RESTRICTED ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

SECTION II. PRIVATE RESTRICTIONS AND COVENANTS

A. ARCHITECTURAL COMMITTEE

THE VILLAGE AT SOUTHERN TRAILS ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. CLINT BRIGGS AND R. BRANDON PERKINS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER. AT A POINT IN TIME MUTUALLY AGREEABLE TO THE HOMEOWNERS ASSOCIATION AND THE UNDERSIGNED OWNER AND DEVELOPER, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION.

ARCHITECTURAL REVIEW: NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THE VILLAGE AT SOUTHERN TRAILS UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, PLOT PLAN (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING ON THE LOT), ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAS BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS, AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, IT MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE SHALL CEASE ON DECEMBER 1, 2020. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

B. SQUARE FOOTAGE

ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 2,400 SQUARE FEET OF LIVING AREA. ONE AND ONE–HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 2,800 SQUARE FEET OF LIVING AREA.

1. LIVING AREA COMPUTATION: THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACE, OR ATTICS. IT SHALL BE MEASURED HORIZONTALLY AT THE TOP PLATE LEVEL FROM OUTSIDE OF FRAME TO THE OUTSIDE OF FRAME. LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES IN HEIGHT, EXCEPT FOR THE SECOND FLOOR WHICH SHALL BE SEVEN FEET SIX INCHES FOR AT LEAST ONE HALF OF THE AREA TO BE INCLUDED. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

C. MASONRY

A MINIMUM OF 75% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS, 100% MASONRY ON FIRST FLOOR. THE ARCHITECTURAL COMMITTEE MAY APPROVE AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

D. STEM WALLS

CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

E. GARAGES

1. ENCLOSED GARAGES SHALL BE BUILT ON EACH LOT. THEY SHALL PROVIDE FOR A MINIMUM OF TWO AUTOMOBILES.

2. CARPORTS ARE NOT PERMITTED.

3. GLASS IN GARAGE DOORS IS NOT PERMITTED.

4. GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY–FIVE FEET.

F. DRIVEWAYS

DRIVEWAYS ARE REQUIRED ON EACH LOT, AND SHALL BE CONSTRUCTED OF ALL WEATHER SURFACE SUCH AS ASPHALT, CONCRETE, BRICK, OR OTHER MASONRY MATERIALS ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE. DRIVEWAYS MUST EXTEND FROM STREET TO GARAGE DOOR OPENING.

G. PRE–EXISTING BUILDINGS

NO PRE–EXISTING OR OFFSITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

H. OUT BUILDINGS

OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE.

I. GARAGE/YARD SALES

GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER PROPERTY OWNER EACH TWELVE (12) MONTH PERIOD UNLESS APPROVED BY THE HOME OWNERS' ASSOCIATION.

J. FENCING

1. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH J.5 BELOW.

2. ALL PRIVACY FENCES FACING THE STREET MUST BE INSTALLED WITH THE 'GOOD SIDE' FACING THE STREET.

3. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH J.5 BELOW.

4. FENCES SHALL BE WOOD, BRICK, NATURAL STONE, OR WROUGHT IRON AND MAY NOT EXCEED 6 FEET IN HEIGHT. IF A FENCE IS TO BE PAINTED THE ARCHITECTURAL COMMITTEE SHALL APPROVE THE COLOR, EXCEPT FOR BLACK OR DARK GRAY WROUGHT IRON.

5. ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3 1/2) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

5. FENCE HEIGHTS IN ALL LOTS WITH YARDS ABUTTING WEST NEW ORLEANS STREET SHALL BE LESS THAN THE HEIGHT OF THE MASONRY WALL CONSTRUCTED IN THE FENCE AND LANDSCAPE EASEMENT.

4. PERIMETER FENCING ON LOT–12 BLOCK–1 SHALL BE LIMITED TO WROUGHT IRON AS INSTALLED AND MAINTAINED BY THE DEVELOPER/HOMEOWNERS ASSOCIATION. OWNERS OF LOTS 11 AND 13 , BLOCK–1 SHALL NOT BE ALLOWED TO PLACE SCREENING FENCING ON SIDE YARDS ABUTTING LOT–12.

K. SCREENING OF GROUND MOUNTED EQUIPMENT

HVAC EQUIPMENT AND POOL EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY OWNERS WITH SUFFICIENT LANDSCAPING OR FENCING.

L. ROOF

RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 8/12. PORCHES OR COVERED PATIOS MAY HAVE A 4/12 PITCH. A ROOF PITCH OF LESS THAN 4/12 IS NOT PERMITTED. A WAIVER MAY BE GRANTED, UPON WRITTEN REQUEST TO THE ARCHITECTURAL COMMITTEE, TO RECOGNIZE SIGNIFICANT ARCHITECTURAL STYLES.

1. ROOF MATERIAL: ROOFS SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 30 YEAR OR GREATER RATING, AND THE COLOR SHALL BE "WEATHERED WOOD". THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON WRITTEN REQUEST ONLY, EXCEPTIONS TO THE ROOF MATERIAL. APPROVAL MAY BE GRANTED WHEN DEEMED APPROPRIATE BY THE COMMITTEE TO RECOGNIZE HISTORICAL ARCHITECTURAL STYLES, OR SIGNIFICANT PHYSICAL CHARACTERISTICS OF A HOUSE PLAN OR BUILDING.

2. ROOF MOUNTED EQUIPMENT: ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL OR AIR CONDITIONING WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SATELLITE DISHES. ROOF MOUNTED SOLAR EQUIPMENT MAY BE APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MUST PROVIDE WRITTEN APPROVAL PRIOR TO INSTALLATION.

3. ROOFTOP PROTRUSIONS: SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED FLAT BLACK.

M. SIDE YARDS

MINIMUM SIDE YARD SET BACK SHALL BE 5 FEET ON EACH SIDE.

N. POOL

OUTDOOR SWIMMING POOLS SHALL BE IN–GROUND AND PERMANENT. A TEMPORARY CHILD'S WADING OR PLAY POOL IS PERMITTED IF SCREENED BY A FENCE. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREET RIGHT OF WAY.

O. LIGHTING

EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON–GLARE BULBS OR SHIELDED FIXTURES.

P. ANT

The Village at Southern Trails

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING A PART OF THE NE/4 OF SECTION TWENTY-EIGHT (28), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

R. CLEAN LOTS

THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS.

S. CLOTHES LINES

NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

T. UPKEEP

ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

U. SIGNS

NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE". THE ARCHITECTURAL COMMITTEE MAY APPROVE OTHER SIGNS UPON WRITTEN REQUEST. THE DEVELOPER, AT ITS OWN DISCRETION, MAY INSTALL ANY SIGN SO LONG AS IT IS FOR THE MARKETING OF THE DEVELOPMENT.

V. MAILBOX

SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE VILLAGE AT SOUTHERN TRAILS, BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN THE VILLAGE AT SOUTHERN TRAILS SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 6 FEET FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

W. FIREPLACE

FIREPLACE CHIMNEYS FRONTING ON ANY STREET, WHETHER PRE-FAB OR FULL MASONRY, SHALL BE VENEERED WITH BRICK, STONE, OR STUCCO, ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE AN ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP.

X. STORAGE AND MATERIALS

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITH IN NINE (9) MONTHS. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Y. LANDSCAPE

ALL LOTS SHALL BE SODDED AND LANDSCAPED WITHIN 60 DAYS OF OCCUPANCY OR 60 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST.

Z. PRESERVATION OF TREES

IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES IN ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

AA. MINIMUM TREES

IF A LOT IN THE VILLAGE AT SOUTHERN TRAILS DOES NOT HAVE A MINIMUM OF 2 EXISTING TREES IN WHAT WILL BE THE FRONT YARD AND ONE (1) EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 3" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE. ONE OF THE TREES IN THE FRONT YARD MAY BE AN ORNAMENTAL VARIETY AND THE 3" CALIPER DOES NOT APPLY TO THAT TREE.

BB. IRRIGATION SYSTEMS

EACH PROPERTY OWNER SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND IRRIGATION OR SPRINKLING SYSTEM FOR THE PURPOSE OF PROPERLY IRRIGATING AND WATERING THE TREES AND LANDSCAPING.

CC. DRAINAGE

EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT THE CITY OF BROKEN ARROW. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THEIR LOT IS GRADED IN ACCORDANCE WITH SAID GRADING PLAN. IF IT IS DISCOVERED THAT A LOT HAS NOT BEEN GRADED PROPERLY, THE PROPERTY OWNER WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN.

DD. RETAINING WALLS

RETAINING WALLS SHALL BE OF BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

EE. WASHING OUT OF CONCRETE TRUCKS OR CONCRETE SPILLS

READY MIX CONCRETE TRUCKS MAY WASH OUT ONLY ON THE PROPERTY IN WHICH THE CONCRETE IS BEING USED. PROPERTY OWNERS SHALL BE RESPONSIBLE TO OTHER PROPERTY OWNERS FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT REMAINS ON THEIR LOT. THE INTENDED PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

FF. GARBAGE

GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM STREET VIEW, EXCEPT WITHIN 24 HOURS OF CURBSIDE COLLECTION.

GG. SIDEWALKS

IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION TO ESTABLISH A POLICY AND PROCEDURE WHEREBY SIDEWALKS SHALL BE MAINTAINED.

HH. ELEVATIONS

RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.

II. ANIMALS

NO LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

JJ. WINDOWS

WINDOW FRAMES MUST BE WOOD OR VINYL

KK. NOISE

EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENTS' PROPERTY IS NOT PERMITTED.

LL. POCKET PARK

THE OWNER/DEVELOPER MAY CONSTRUCT A POCKET PARK ON LOT-12, BLOCK-1 FOR THE MUTUAL BENEFIT OF ALL LOT OWNERS IN THE VILLAGE AT SOUTHERN TRAILS. DEVELOPER WILL CONVEY THIS LOT TO THE HOMEOWNERS ASSOCIATION TO BE OPERATED AND MAINTAINED AS PART OF THE COMMON AREA REFERENCED HEREIN. THE MAINTENANCE AND UPKEEP OF THE POCKET PARK SHALL BE DIVIDED EQUALLY AMONG ALL RESIDENTS.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE VILLAGE AT SOUTHERN TRAILS HEREINAFTER REFERRED TO AS THE "HOMEOWNERS ASSOCIATION", TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING, BUT NOT WITHOUT LIMITATION, COMMON AREAS, LANDSCAPING, FENCING, RESERVES, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE VILLAGE AT SOUTHERN TRAILS. FUTURE LAND ADJOINING THE VILLAGE AT SOUTHERN TRAILS, AS DEVELOPED BY BRANDON PERKINS, MAY BE INCORPORATED INTO THIS HOMEOWNERS ASSOCIATION FOR THE SHARED USE OF RECREATIONAL, OPEN SPACE, DETENTION FACILITIES AND OTHER MUTUAL ASSETS WITH COST SPLIT ON A PER LOT BASIS.

B. MEMBERSHIP

MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY TO EACH LOT OWNER IN THE VILLAGE AT SOUTHERN TRAILS, MEMBERSHIP MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION.

C. DUES AND ASSESSMENT

DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES AND ASSESSMENTS.

D. COVENANT FOR ASSESSMENTS

THE OWNER OF EACH LOT, SUBSEQUENT TO THE DEVELOPER, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE HOMEOWNERS ASSOCIATION DUES AND ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE VILLAGE AT SOUTHERN TRAILS. ANY ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

E. CERTAIN RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. CERTAIN RIGHTS OF THE ASSOCIATION

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS.

1. SECTIONS I AND II RESTRICTIONS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREET RIGHTS-OF-WAY, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED WITHIN SECTION I., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTIONS II HEREOF SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE ONLY BY THE OWNER OF A LOT AND/OR THE HOMEOWNERS ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT (AND IN THE CASE OF THE COVENANTS SET FORTH WITHIN SECTION I & SECTION II, FOR THE CITY OF BROKEN ARROW, OKLAHOMA) TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT AND/OR TO RECOVER DAMAGES. WITH THE EXCEPTION OF ACTIONS TO ENFORCE COVENANTS CONTAINED WITHIN SECTION I., PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THESE RESTRICTIONS, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OCCURRING, OR HAS OCCURRED, WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE RESTRICTIONS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION.

2. ENFORCEMENT BY JUDICIAL ACTION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS ASSOCIATION, OR ANY LOT OWNER, WHICH SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREET RIGHTS-OF-WAY, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTIONS II, III AND IV MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST 1 LOT. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN WITNESS WHEREOF, THE OWNER/DEVELOPERHAS EXECUTED THIS INSTRUMENT ON THIS 2ND DAY OF JANUARY ,2008.

OKLAHOMA NEIGHBORHOODS, L.L.C.,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

R. BRANDON PERKINS, AS MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2ND DAY OF JANUARY 2008, BY R. BRANDON PERKINS, MANAGER OF OKLAHOMA NEIGHBORHOODS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY.

_____
RENEE LANE
NOTARY PUBLIC COMMISSION #06005860
MY COMMISSION EXPIRES JUNE 14, 2010

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
RENEE LANE
TULSA COUNTY
06005860
EXPIRES JUNE 14, 2010

CERTIFICATE OF SURVEY

WE, HRAOK, INC., AND I, ALAN C. HALL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED HEREWITH, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE VILLAGE AT SOUTHERN TRAILS ", 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 ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS OF THIS 2ND DAY OF JANUARY, 2008.

Alan C. Hall 1-02-08

ALAN C. HALL, PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1283

PROFESSIONAL LAND SURVEYOR
ALAN C. HALL
1283
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2ND DAY OF JANUARY 2008, BY ALAN C. HALL, A PROFESSIONAL LAND SURVEYOR WITH HRAOK, INC.

_____ 1/2/2008
BARRICK ROSENBAUM,
MY COMMISSION EXPIRES: JUNE 9, 2009
MY COMMISSION NUMBER IS: 05005255

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
BARRICK ROSENBAUM
TULSA COUNTY
05005255
EXPIRATION DATE JUNE 6, 2009

APPROVED 1-28-08 by the City Council of the City of Broken Arrow, Oklahoma.
Walter McCarter Sr.
Mayor
Mary E. Bayas
Attest: City Clerk 1-4-08