mains and storm sewers located on his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 1 foot from the contours existing upon the completion of the installation of a sanitary sewer main or storm sewer, or any construction activity which would interfere with public sanitary sewer mains or storm sewers shall be prohibited.

3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public sewer mains and storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of his lot, 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 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.

Water Services

1. The owner of each lot shall be responsible for the protection of the public water mains located on his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon completion of the installation of a public water main or any construction activity which would interfere with public water mains shall be prohibited.

3. Wagoner County, Oklahoma, and Wagoner County Rural Water District No. 4, or its successors, shall be responsible for ordinary maintenance of public water mains, 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.

4. Wagoner County, Oklahoma, and Wagoner County Rural Water District No. 4, 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 facilities.

5. Where waterlines fall within a utility easement, that portion of the utility easement is for the use of Wagoner County Rural Water District No. 4 or its successors. The easements dedicated herein for purpose of providing potable water are dedicated exclusively to Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4. Providers of utilities other than potable water may use said easements.

6. The foregoing covenants set forth in this Paragraph D shall be enforceable by Wagoner County, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

Gas service

1. The owner of the lot shall be responsible for the protection of gas facilities located on his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of one foot from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.

3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, 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 supplier of gas service 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 gas facilities.

5. 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.

6. The foregoing covenants set forth in this Paragraph D shall be enforceable by the supplier of gas service and the owner of the lot agrees to be bound hereby.

Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from 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 any lot. The foregoing covenants set forth in this Paragraph E shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

Paving and Landscaping Within Easements

The owner of the land affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying 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.

and across the property designated and shown on the accompanying plat "A" (hereinafter referred to as the "Detention Easement Area") for the permitting the flow, conveyance, retention, detention and discharge of runoff from the lot within "Venture 777" and from properties not incl "Venture 777".

2. Detention, retention, and other drainage facilities constructed within the easement area shall be in accordance with the standards and specificatior by the City of Broken Arrow, Oklahoma.

3. No fence, wall, building, or other obstruction may be placed or maintai detention easement area nor shall there be any alteration of the grades in such easement area unless approved by the Broken Arrow Stormwater Mana

4. Detention, retention, and other drainage facilities shall be maintained by V LLC to the extent necessary to achieve the intended drainage, rete detention functions including repair of appurtenances and removal of obstru siltation and Venture 777, LLC shall provide customary grounds mainten the detention easement area in accordance with the following standards:

A. Grass areas shall be mowed (in season at regular intervals not exc weeks)

B. Concrete appurtenances shall be maintained in good condition and damaged.

C. The detention easement area shall be kept free of debris.

D. Cleaning of siltation and vegetation from concrete channel shall be twice yearly.

5. Landscaping approved by the City of Broken Arrow shall be allowed withi easement.

6. The Stormwater Detention Easement areas and facilities located within a maintained by the owner of the lot upon which the detention easement at his cost in accordance with standards prescribed by the City of Br Oklahoma. In the event Venture 777, LLC should fail to properly m detention, retention, and other drainage facilities or, in the event of the of an obstruction within, or the alteration of the grade or contour detention easement area, the City of Broken Arrow, Oklahoma, or its contractor may enter and perform maintenance necessary to the achievem intended drainage functions and may remove any obstruction or c alteration of grade or contour, and the cost thereof shall be paid by V LLC.

In the event Venture 777, LLC fails to pay the cost of maintenance afte of the maintenance and receipt of a statement of costs, the City of Br Oklahoma, may file of record a copy of the statement of costs, and th costs shall be a lien against the lot within "Venture 777". A lien est above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILIT

A. Enforcement

The restrictions herein set forth are covenants to run with the land and binding upon the Owner/Developer, its successors and assigns. Within th of Section I. Easements, and Utilities are set forth certain covenants and enforcement rights pertaining thereto, and additionally the covenants withi whether or not specifically therein so stated, shall inure to the benefit of be enforceable by the City of Broken Arrow, Oklahoma. If the undersigne Owner/Developer, or its successors or assigns, shall violate any of the c within Section I, the supplier of utility service or the City of Broken Arrow may bring an action at law or in equity against the person or persons v attempting to violate any such covenant, to prevent him or them from s to compel compliance with the covenant.

B. Duration

These restrictions and covenants, to the extent permitted by applicable la perpetual but in any event shall be in force and effect for a term of no thirty (30) years from the date of the recording of this Deed of Dedicati terminated or amended as hereinafter provided.

C. Amendment

The covenants contained in Section I, Easements & Utilities may be amer terminated at any time by written instrument signed and acknowledged by of a lot and by the Planning Commission or its successors with the appr City of Broken Arrow, Oklahoma. No amendment that causes utility easem vacated is valid until the Owner obtains an appropriate ruling from the d of Tulsa County, Oklahoma or the written consent of all utility users.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an judgment, or decree of any court, or otherwise, shall not invalidate or af the other restrictions or any part thereof as set forth herein, which shall full force and effect.