Tulsa County Clerk - EARLENE WILSON
Doc# 03050783 Pgs 1 B/P 6984/0228-0228
Receipt # 648654 04/11/03 11:11:03
Fee 30.00
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PLAT NO.

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on NOV 06 2002

Jay D. Stump
TMAPC/INCOG

This approval is void if this plat is not filed in the Office of the County Clerk on or before:

NOV 06 2003

Charles Hardt
COUNTY or CITY ENGINEER

APPROVED APR 03 2003 by the Council of the City of Tulsa, Oklahoma.

Chairman

Mayor

Attest: City Clerk

Approved: City Attorney

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MAR 19 2003
TULSA METRO AREA PLANNING COMM

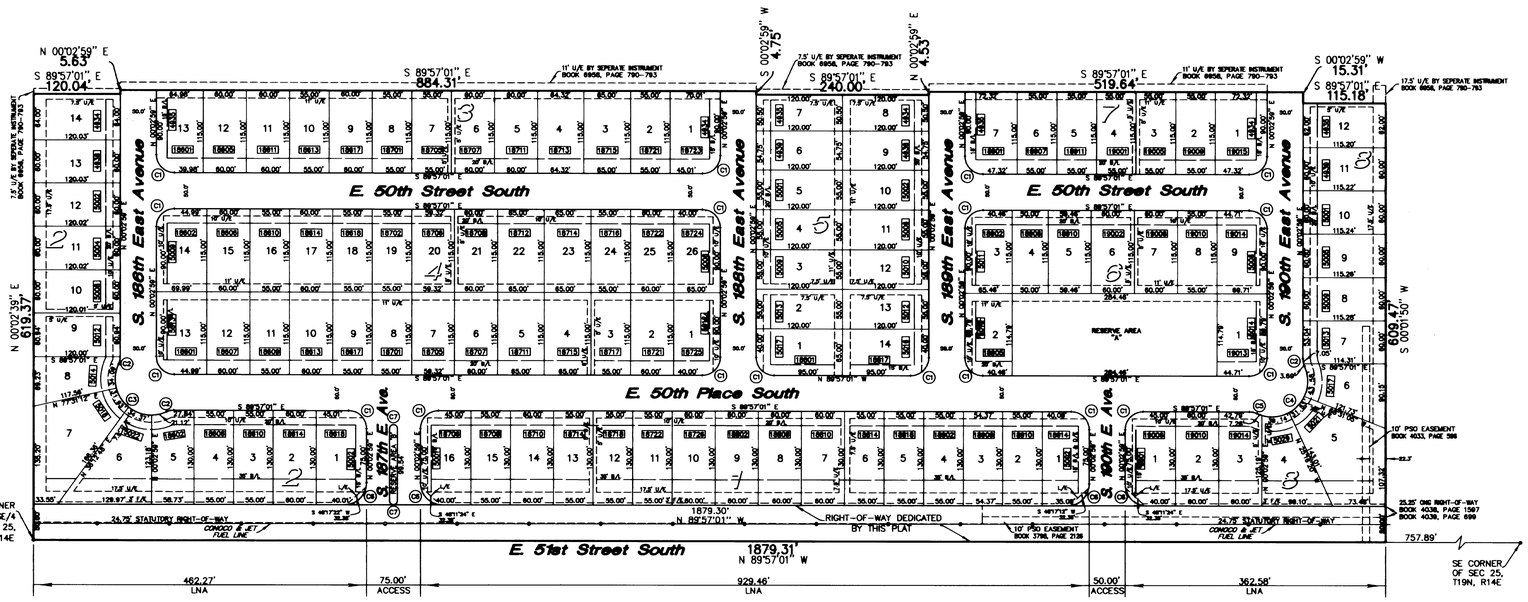
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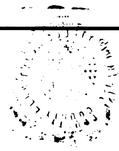
STONE CREEK FARMS

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A SUBDIVISION OF A PART OF THE S/2 OF THE SE/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP 19 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

OWNER/DEVELOPER
STONE CREEK PARTNERS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
9708 EAST 55TH PLACE
TULSA, OKLAHOMA 74146
PHONE: (918) 663-3300

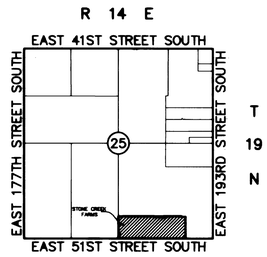
ENGINEER/SURVEYOR
HALL, ROSENBAUM & ASSOCIATES, LLC
1913 WEST TACOMA, SUITE-C
BROKEN ARROW, OKLAHOMA 74012
PHONE: (918) 258-3737
FAX: (918) 258-2554
CA#3643 EXPIRES 6-30-2003







Scale: 1"=100'
0 25 50 100



Location Map
SCALE: 1"=2000'

LEGEND	
B/L	BUILDING LINE
U/E	UTILITY EASEMENT
F/E	FENCE EASEMENT
D/E	DRAINAGE EASEMENT
LNA	LIMITS OF NO ACCESS
L/E	LANDSCAPE EASEMENT
12345	STREET ADDRESS

BASIS OF BEARINGS

ASSUMED BEARING OF N 89°57'01 W ALONG THE SOUTH LINE OF THE SE/4 OF SECTION 25, T-19-N, R-14-E, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

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.

BENCHMARK

5/8" REBAR-ALUMINUM CAP SET IN A CONCRETE POST STAMPED "ADS 90" APPROXIMATELY 70' NORTHEAST OF THE INTERSECTION OF COUNTY LINE ROAD (193RD E. AVE.) AND EAST 51ST STREET. NEAR SECTION CORNER 25,30,36,31, T19N, R14E, R-15E. ELEV = 685.75

NOTE

ALL STREETS SHOWN ARE 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 RIGHTS OF WAY ARE DEDICATED BY THIS PLAT.

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 $ 119.00 per trust receipt no. 4382 to be applied to 20 03 taxes. This certificate is NOT to be construed as payment of 20 03 taxes in full but is given in order that this plat may be filed on record. 20 03 taxes may exceed the amount of the security deposit.

I hereby ... been paid ... has bee ... per trust ... This ... taxes in f ... 20____ t ... at have required ... taxes. ... 20____ ... record ... osit.

Dated April 10, 2003

Dennis Semler
Tulsa County Treasurer
By: Jeannie Tanner
Deputy

Curve Table			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	10.74'	25.00'	24°37'23"
C3	121.51'	50.00'	139°14'45"
C4	121.51'	50.00'	139°14'19"
C5	10.74'	25.00'	24°36'56"
C6	47.12'	30.00'	89°54'02"
C7	17.28'	5.50'	180°00'00"

STONE CREEK FARMS DATA	
GROSS ACREAGE	26.88 ACRES
NET ACRES	24.72 ACRES
GREENBELT/DRAINAGE	0.75 ACRES
TOTAL NUMBER LOTS	111 LOTS
TOTAL NUMBER BLOCKS	8 BLOCKS

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Deed of Dedication and Restrictive Covenants
STONE CREEK FARMS

KNOW ALL MEN BY THESE PRESENTS: THAT STONE CREEK PARTNERS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO–WIT:

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER (S/2 SE/4) OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 25; THENCE N 00°02'39" E AND ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE/4) A DISTANCE OF 619.37 FEET; THENCE S 89°57'01" E A DISTANCE OF 120.04 FEET; THENCE N 00°02'59" E A DISTANCE OF 5.63 FEET; THENCE S 89°57'01" E A DISTANCE OF 884.31 FEET; THENCE S 00°02'59" W A DISTANCE OF 4.75 FEET; THENCE S 89°57'01" E A DISTANCE OF 240.00 FEET; THENCE N 00°02'59" E A DISTANCE OF 4.53 FEET; THENCE S 89°57'01" E A DISTANCE OF 519.64 FEET; THENCE S 00°02'59" W A DISTANCE OF 15.31 FEET; THENCE S 89°57'01" E A DISTANCE OF 115.18 FEET; THENCE S 00°01'50" W A DISTANCE OF 609.47 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25; THENCE N 89°57'01" W AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1879.31 FEET TO THE POINT OF BEGINNING.

AND HEREBY CERTIFIES THAT IT HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT, WHICH IS HEREBY ACCEPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF 'STONE CREEK FARMS', AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (THE 'SUBDIVISION').

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE UNDERSIGNED OWNER, STONE CREEK PARTNERS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, (THE 'DEVELOPER') DEDICATES FOR THE PUBLIC USE OF STREET RIGHTS–OF–WAY AS SHOWN ON THE ACCOMPANYING PLAT (THE 'PLAT') AND FURTHER DEDICATES FOR PUBLIC USE UTILITY EASEMENTS AND RIGHTS–OF–WAY AS SHOWN AND DESIGNATED ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPAIRING, AND/OR RECEIVING ANY AND ALL PUBLIC UTILITIES, INCLUDING THE STORM AND SANITARY SEWERS, TELEPHONE LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, CABLE TELEVISION, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND RIGHTS–OF–WAY FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND CONSTRUCTION WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS FOR RIGHTS–OF–WAY AS SHOWN, PROVIDED, HOWEVER, THAT THE OWNERS HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG ALL STRIPS OF LAND INCLUDED WITHIN THE EASEMENTS SHOWN ON THE PLAT, BOTH FOR THE FURNISHINGS OF WATER AND/ SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT.

SECTION II. UTILITIES, EASEMENTS, ELECTRIC, GAS, WATER, SEWER SERVICE AND COMMUNICATIONS, LIMITS OF NO ACCESS

A. ELECTRIC SERVICE, NATURAL GAS SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE AND CABLE TELEVISION SERVICES, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE MOST SOUTH AND WESTERLY PERIMETER OF THE SUBDIVISION IF LOCATED WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAY RESERVED FOR GENERAL UTILITIES SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, SHALL BE ALSO LOCATED IN SUCH EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN THIS SUBDIVISION 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, NATURAL GAS SERVICE, TELEPHONE OR CABLE TELEVISION SERVICE, SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT–OF–WAY EASEMENT ON EACH LOT COVERING A 5 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.

3. THE SUPPLIER OF ELECTRIC, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH THEIR 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 INSTALLATION, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON THEIR PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.

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

B. WATER AND SEWER SERVICE IN CONNECTION WITH THE PROVISION OF WATER AND SANITARY SEWER, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO–WIT:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINTENANCE AND THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OF ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS AND/OR SANITARY SEWER FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

2. THE CITY OF TULSA OR ITS SUCCESSORS (THE 'CITY') WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR AGENTS OR CONTRACTORS.

3. THE CITY, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

4. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF TULSA, AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

C. OWNER RESPONSIBILITY WITHIN EASEMENTS. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY DAMAGED FENCING, LANDSCAPING OR PAVING LOCATED WITHIN THE UTILITY EASEMENTS LOCATED ON THEIR LOT IN THE EVENT IT IS NECESSARY TO REPAIR, MAINTAIN OR CONSTRUCT ANY UNDERGROUND WATER OR SEWER MAINS, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR TELEPHONE SERVICE.

D. 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 TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSOR WITH THE CONCURRING APPROVAL OF THE CITY OF TULSA, 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 TULSA.

E. 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 PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTION WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. RESERVE AREAS 'A' AND 'B': RESERVE AREA 'A' IS HEREBY DEDICATED FOR DETENTION, STORM SEWER AND OVERLAND DRAINAGE AS DESCRIBED IN SECTION III OF THESE COVENANTS. RESERVE AREA 'B' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING THE ENTRY AND LANDSCAPE AREA FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF STONE CREEK FARMS. THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

SECTION III. STORM SEWER AND OVERLAND DRAINAGE EASEMENTS

A. DEDICATION OF RESERVE. 'RESERVE AREA A' IS HEREBY DEDICATED TO THE PUBLIC AS A PERPETUAL EASEMENT FOR DETENTION, STORM SEWER AND OVERLAND DRAINAGE PURPOSES.

B. OTHER USES: THE STORM SEWER AND OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE PUBLIC. UTILITY EASEMENTS LYING WITHIN THE CONFINES OF STORM SEWER AND OVERLAND DRAINAGE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR STORM SEWER AND OVERLAND DRAINAGE PURPOSES.

C. OWNER USE. NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY STORM SEWER OR OVERLAND DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF TULSA.

SECTION IV. RESERVE AREA 'A' STORMWATER DETENTION

A. OWNER DOES HEREBY DEDICATE TO THIS CITY OF TULSA, OKLAHOMA FOR PUBLIC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA "A" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN "STONE CREEK FARMS". RESERVE AREA "A" IS ALSO RESERVED FOR SUBSEQUENT CONVEYANCE BY OWNER TO THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE OF THE AFORESAID STORM WATER DETENTION FACILITIES.

B. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREA "A" SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

C. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER (AND THE HOMEOWNERS' ASSOCIATION AFTER CONVEYANCE OF RESERVE AREA "A" FROM OWNER) OF "STONE CREEK FARMS" TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER AND THE HOMEOWNERS' ASSOCIATION AFTER CONVEYANCE BY OWNER OF "STONE CREEK FARMS" IN ACCORDANCE TO THE FOLLOWING STANDARD:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THEN FOUR WEEKS.

2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

3. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.

D. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE ON CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNERS ASSOCIATION AFTER THE CONVEYANCE OF RESERVE AREA "A" FROM OWNER, IN THE EVENT OWNER OR THE HOMEOWNERS' ASSOCIATION, AS THE CASE MAY BE FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER 1/111TH OF SAID COSTS SHALL BE A LIEN AGAINST EACH A LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

SECTION IV. RESTRICTIONS AND COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.

A HOMEOWNERS' ASSOCIATION

1. FORMATION, THE DEVELOPER HAS FORMED OR SHALL CAUSED TO TO BE FORMED, A HOMEOWNERS' ASSOCIATION NAMED THE STONE CREEK FARMS HOMEOWNER'S ASSOCIATION OR NAME SIMILAR THERETO, (THE 'ASSOCIATION') FOR THE GENERAL PURPOSES OF MAINTAINING THE ENTRY WAYS, STORM WATER MANAGEMENT AND DETENTION AREAS AND RESERVES, TREES, AND OTHER COMMON AREAS TO ENHANCE THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION. EVERY RECORD OWNER OF A FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION. ALL MEMBERS OF THE ASSOCIATION COVENANT AND AGREE TO PAY TO THE ASSOCIATED AN ASSESSMENT ESTABLISHED BY THE ASSOCIATION WHICH SHALL BE THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS AS DESIGNATED ON THE PLAT.

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Deed of Dedication and Restrictive Covenants
STONE CREEK FARMS

2. MAINTENANCE

A. THE ASSOCIATION, EXCEPT AS HEREINAFTER PROVIDED, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF IMPROVEMENTS AND LANDSCAPING WITHIN ALL RESERVE AREAS DESIGNATED ON THE PLAT AND THE RESERVE AREAS ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION.

B. THE FENCE, WALL AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN THE FENCE EASEMENTS SITUATED ON LOTS 1–7 OF BLOCK 2, LOTS 1–16 OF BLOCK 1 AND LOTS 1–5 OF BLOCK 8, AS SHOWN ON THE PLAT, SHALL BE MAINTAINED BY THE ASSOCIATION AND THE ASSOCIATION WILL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING, FENCING, WALLS, STRUCTURES, ETC. OCCASIONED BY THE INSTALLATION OR MAINTENANCE OF UNDERGROUND UTILITIES.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE:

A. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION. PROVIDED, HOWEVER, THAT DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

B. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITH SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION.

1. AN ACCURATE SITE PLAN, AND

2. AN ACCURATE FLOOR PLAN, AND

3. ALL EXTERIOR ELEVATIONS, AND

4. THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

3. NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN TWELVE HUNDRED (1,200) SQUARE FEET OF LIVING AREA. MULTI–STORY DWELLINGS SHALL HAVE A MINIMUM OF FIFTEEN HUNDRED (1,500) SQUARE FEET OF LIVING AREA, PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF NINE HUNDRED (900) SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES, OR BREEZEWAYS.

4. EACH DWELLING SHALL HAVE A GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS.

5. DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE CONSISTING OF THE SAME COLOR AS SIDEWALKS, CURBS, ETC. WITHIN THE SUBDIVISION AND AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

6. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES.

7. STRUCTURES SHALL BE ERECTED WITH A ROOF MADE OF COMPOSITION SHINGLES, COLOR AND TYPE, TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

8. A MINIMUM OF 25% COVERAGE (EXCLUDING WINDOWS AND DOORS) OF BRICK, NATURAL ROCK AND STUCCO EXTERIORS SHALL BE REQUIRED ON ANY DWELLING OR OUT–BUILDING IN THE SUBDIVISION. THE ARCHITECTURAL COMMITTEE MAY APPROVE AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

9. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAIN ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINES ON THE PLAT. NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE FEET (5') TO ANY SIDE LOT ON ONE SIDE, AND FIVE FEET (5') ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN FEET (10') BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT. BUILDINGS ABUTTING A SIDE STREET MAY BE CONSTRUCTED UP TO THE 15 FOOT (15') BUILDING LYING (EXCEPT WHERE EASEMENTS ARE GREATER, PROVIDED THAT THE SET BACK SHALL BE TWENTY FEET (20') IF THE GARAGE ABUTS THE SIDE STREET. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

10. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE RESIDENCE, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD BOUNDARY OF THE LOT (15 FEET FROM THE STREET RIGHT–OF–WAY). FENCES SHALL BE OF WOOD, BRICK, STUCCO, STONE OR CHAIN LINK, PROVIDED HOWEVER, CHAIN LINK FENCING SHALL NOT EXCEED 4 FEET IN HEIGHT, CHAIN LINK SHALL BE BLACK IN COLOR, SUPPORTING POSTS SHALL BE WOOD, AND A WOOD TOP RAIL SHALL BE INSTALLED. BARBED WIRE, MESH OR OTHER METAL FENCING ARE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT.

11. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVISE (EXCEPT TELEVISION SATELLITE DISHES ATTACHED TO THE REAR OF THE HOME AND NOT EXCEEDING EIGHTEEN INCHES (18") IN DIAMETER) WHICH ARE PERMITTED, MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE.

12. NO BUILDING, FENCE, WALL, OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED, OR MAINTAINED, OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE, AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING ON THE OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY.

13. ANY STRUCTURE OTHER THAN THE PRIMARY DWELLING SITUATED ON ANY A LOT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND BE CONSTRUCTED OF THE SAME BUILDING MATERIALS UTILIZED FOR THE PRIMARY RESIDENCE ON SAID LOT. NO IMPROVEMENTS OTHER THAN THE SINGLE DWELLING PERMITTED ON EACH LOT SHALL BE UTILIZED AS TEMPORARY OR PERMANENT RESIDENCE.

14. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

15. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

16. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

17. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

18. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

19. NO CAMPERS, BOATS, TRAILERS, OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED ON THE LOT OR ON THE STREET, PROVIDED HOWEVER, IF THESE TYPE OF VEHICLES ARE PARKED ON THE LOT THEY SHALL BE PARKED WHERE THEY ARE NOT VISIBLE FROM ANY STREET ADJACENT TO THE LOT.

20. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY A LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED AND MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

21. THE OWNER OF EACH LOT SHALL MAINTAIN THE OVERLAND DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.

22. EACH LOT SHALL RECEIVE AND DRAIN IN AN OBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS THEIR LOT.

SECTION V. ENFORCEMENT, AMENDMENTS, AND SEVERABILITY

A. ENFORCEMENT. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL OWNERS WITHIN THE SUBDIVISION AND ALL PERSONS CLAIMING UNDER THEM UNLESS MODIFIED AS HEREINAFTER PROVIDED, FOR A PERIOD OF TWENTY (20) YEARS FROM DATE HEREON, AFTER WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT, APPROVED BY THE CITY AND SIGNED BY CURRENT OWNERS OF AT LEAST 75 % OF THE LOTS, AGREEING TO CHANGE SUCH COVENANTS IN WHOLE OR IN PART, IS FILED OF RECORD. THESE COVENANTS ARE ENFORCEABLE BY ANY OWNER OF LOT(S) IN THE SUBDIVISION BY APPROPRIATE ACTION AT LAW OR EQUITY, INCLUDING, WITHOUT LIMITATIONS, AN ACTION TO RESTRAIN OR ENJOIN ANY VIOLATIONS HEREOF. THESE COVENANTS, WITH THE EXCEPTION OF PART B OF SECTION IV, MAY BE ENFORCED BY THE CITY. INVALIDATION OF ANY ONE OF THESE COVENANTS SHALL IN NO WAY AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREIN CONTAINED.

B. AMENDMENTS. THESE COVENANTS AND RESTRICTIONS MAY BE AMENDED AT ANY TIME BY AN INSTRUMENT APPROVED BY THE CITY AND SIGNED BY THE OWNERS OF AT LEAST 75% OF THE LOTS AND FILED OF RECORD WITH THE TULSA COUNTY CLERK. PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT IN ITS SOLE DISCRETION TO AMEND ANY OF THE TERMS OR PROVISIONS OF THE TERMS AND CONDITIONS OF PART B OF SECTION IV SO LONG AS IT IS THE OWNER OF ANY LOT. THE AMENDMENT OR TERMINATION BY ANY PARTY OF A TERM, COVENANT OR ITEM CONTAINED IN ANY OTHER SECTION OF THIS CERTIFICATE OF DEDICATION MUST ALSO BE APPROVED BY ANY AFFECTED UTILITY, THE CITY OF TULSA, OKLAHOMA, AND THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW.

C. 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND AFFECT.

WITNESS OUR HAND AND SEAL THIS 14 DAY OF March, 2003.

STONE CREEK PARTNERS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGER

STATE OF OKLAHOMA, }
} SS.
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 14th DAY OF March, 2003, PERSONALLY APPEARED TO ME, M. David Linton KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES
June 5, 2006

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
ALAN C. HALL
TULSA COUNTY
02007893
EXPIRES JUNE 05, 2006

CERTIFICATE OF SURVEY

I, ALAN C. HALL, 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 CREEK FARMS', A SUBDIVISION IN THE CITY OF TULSA, 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.

SIGNED AND SEALED THIS 14th DAY OF March, 2003.

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

REGISTERED PROFESSIONAL LAND SURVEYOR
ALAN C. HALL
1283
STATE OF OKLAHOMA

STATE OF OKLAHOMA, }
} SS.
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 14th DAY OF March, 2003, PERSONALLY APPEARED TO ME, ALAN C. HALL, KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
BARRICK ROSENBAUM
01007386

BARRICK ROSENBAUM
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
TULSA COUNTY

MY COMMISSION EXPIRES MAY 2, 2005