Tulsa County Clerk - EARLENE WILSON
Doc# 2005070067 Pgs 1
Receipt # 802444 06/17/05 14:35:59
Fee 30.00

PLAT No.
5883

FINAL PLAT
STONE CREEK FARMS II

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

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, R15E. ELEV=685.75 (NGVD 1929)

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.

STORM WATER DETENTION FOR THIS PLATTED AREA HAS BEEN PROVIDED OFFSITE AT THE LOCATION SHOWN ON THE "LOCATION MAP".

PLAT NO.

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on 5/24/05

TMAPC/INCOG

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

COUNTY or CITY ENGINEER

APPROVED JUN 9 2005 by the Council of the City of Tulsa, Oklahoma.

Chairman

Mayor

DEPUTY

Attest: City Clerk

Approved: City Attorney

CERTIFICATE

CERTIFICATE

I hereb plat have been pa s required has b taxes. per tru of 20 Th on record taxes ir 20 deposit.

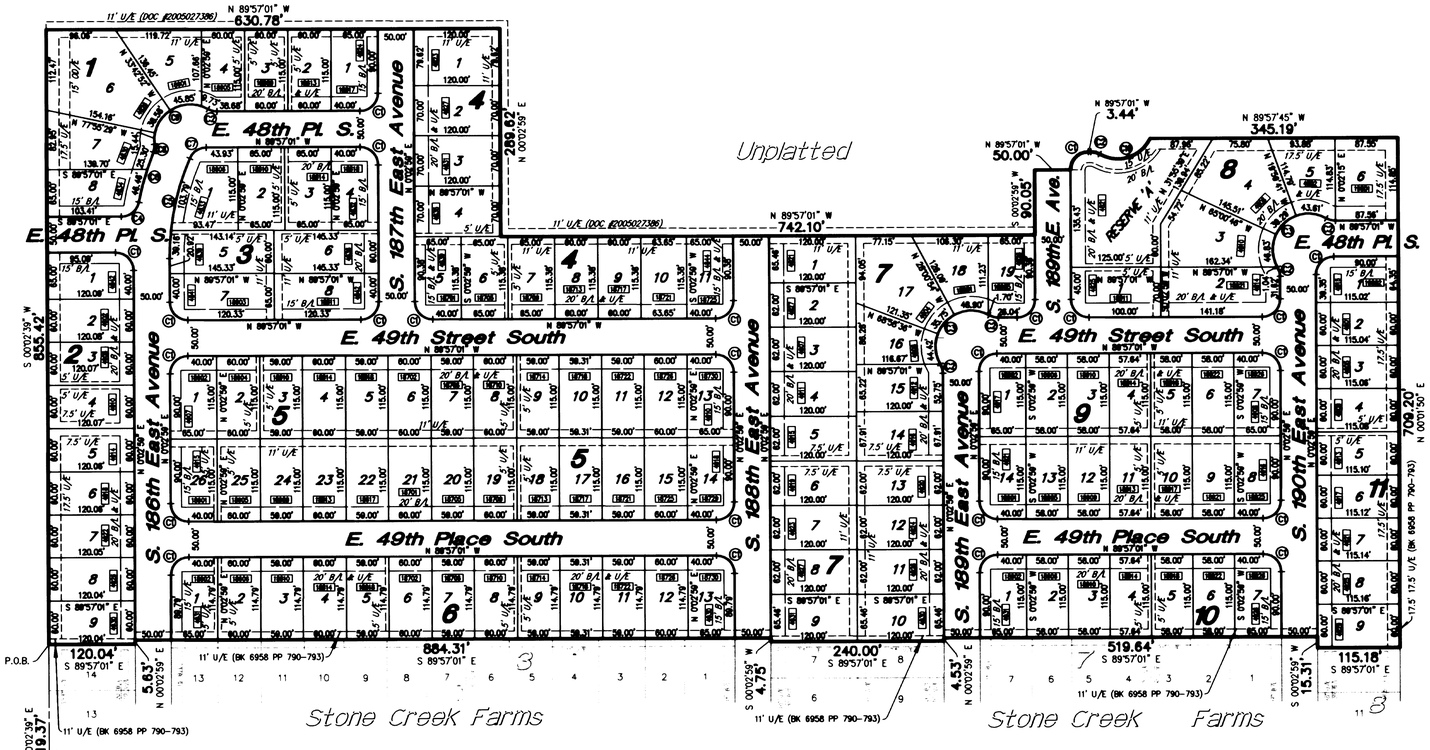
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 8,536.00 per trust receipt no. 6739 to be applied to 20 05 taxes. This certificate is NOT to be construed as payment of 20 05 taxes in full but is given in order that this plat may be filed on record. 20 05 taxes may not exceed the amount of the security deposit.

Dated 17-Jun-05

Dennis Semler
Tulsa County Treasurer

By: Deputy

RECEIVED
MAY 26 2005
Tulsa Metro. Area Planning Comm.

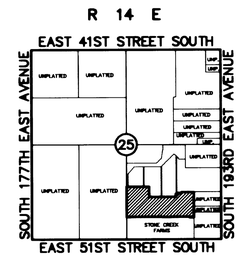




Scale: 1"=100'
0 50 100 200

Legend

B/L	BUILDING LINE
B/L & U/E	BUILDING LINE & UTILITY EASEMENT
U/E	UTILITY EASEMENT
3250	STREET ADDRESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



Location Map
SCALE: 1"=2000'

Subdivision Contains One hundred thirty (130) Lots in Eleven (11) Blocks

Block 1 contains 8 lots
Block 2 contains 9 lots
Block 3 contains 8 lots
Block 4 contains 11 lots
Block 5 contains 28 lots
Block 6 contains 13 lots
Block 7 contains 19 lots
Block 8 contains 6 lots
Block 9 contains 14 lots
Block 10 contains 7 lots
Block 11 contains 9 lots

29.89 Acres

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, ALMON & ASSOCIATES, 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 6-30-2005

CURVE TABLE			
CURVE#	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	13.06'	25.00'	29°55'35"
C3	130.77'	50.00'	149°51'10"
C4	34.32'	25.00'	78°38'49"
C5	142.95'	350.00'	23°24'04"
C6	71.76'	400.00'	10°16'44"
C7	29.06'	25.00'	66°35'56"
C8	11.91'	25.00'	27°17'55"
C9	109.60'	50.00'	125°35'35"
C10	82.30'	50.00'	94°18'31"

Deed of Dedication and Restrictive Covenants

STONE CREEK FARMS II

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 SOUTHEAST QUARTER (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:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25, TULSA COUNTY, STATE OF OKLAHOMA (PLAT # 5679); THENCE N 00° 02' 39" E AND ALONG THE WEST LINE OF THE SE/4 AT SAID SECTION. SAID LINE ALSO BEING STONE CREEK FARMS, AN ADDITION TO THE CITY OF TULSA, STATE OF OKLAHOMA ACCORDING TO THE RECORDED LAT THEREOF (PLAT #5679). A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 89° 57' 01" E AND ALONG THE NORTHERLY LINE OF BLOCK 2 OF SAID ADDITION A DISTANCE OF 120.04 FEET; THENCE N 00° 02' 59" E AND ALONG THE WESTERLY RIGHT OF WAY OF S. 186TH EAST AVENUE A DISTANCE OF 5.63 FEET; THENCE S 89° 57' 01" E AND ALONG THE NORTHERLY LINE OF SAID ADDITION A DISTANCE OF 884.31 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S. 188TH EAST AVENUE; THENCE S 00° 02' 59" W AND ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 4.75 FEET; THENCE S 89° 57' 01" E AND ALONG THE NORTHERLY LINE OF BLOCK 5 OF SAID ADDITION A DISTANCE OF 240.00 FEET; THENCE N 00° 02' 59" E AND ALONG THE WESTERLY RIGHT OF WAY OF S. 189TH EAST AVENUE A DISTANCE OF 4.53 FEET; THENCE S 89° 57' 01" E AND ALONG THE NORTHERLY LINE OF SAID ADDITION A DISTANCE OF 519.64 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S. 190TH EAST AVENUE; THENCE S 00° 02' 59" W AND ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.31 FEET; THENCE S 89° 57' 01" E AND ALONG THE NORTHERLY LINE OF BLOCK 8 A DISTANCE OF 115.18 FEET TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE N 00° 01' 50" E A DISTANCE OF 709.20 FEET; THENCE N 89° 57' 45" W A DISTANCE OF 345.19 FEET; THENCE S 25° 40' 13" W A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 94° 18' 31" FOR A DISTANCE OF 82.30 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 29° 55' 35" FOR A DISTANCE OF 13.06 FEET; THENCE N 89° 57' 01" W A DISTANCE OF 3.44 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.27 FEET; THENCE N 89° 57' 01" W A DISTANCE OF 50.00 FEET; THENCE S 00° 02' 59" W A DISTANCE OF 90.05 FEET; THENCE N 89° 57' 01" W A DISTANCE OF 742.10 FEET; THENCE N 00° 02' 59" E A DISTANCE OF 289.62 FEET; THENCE N 89° 57' 01" W A DISTANCE OF 630.78 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25; THENCE S 00° 02' 39" W AND ALONG SAID WEST LINE A DISTANCE OF 855.42 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 29.89 ACRES.

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 II', AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (THE 'SUBDIVISION').

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND 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 OR 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 POLES MAY BE LOCATED ALONG THE MOST WESTERLY PERIMETER OF THE SUBDIVISION IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY 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.

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 AND GAS 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 OR GAS FACILITIES. 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 OR GAS SERVICES.

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

1. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

2. WITHIN THE UTILITY EASEMENT AREAS 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, IN THE JUDGMENT OF THE CITY OF TULSA, INTERFERE WITH THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL NOT BE PERMITTED.

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

4. THE CITY OF TULSA, 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 THE 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 B SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS AND THE ABOVE OWNER DOES AGREE TO BE BOUND HEREBY.

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. SURFACE DRAINAGE: EACH LOT SHALL RECEIVE AND DRAIN THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS IN AN UNOBSTRUCTED MANNER. 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.

E. RESERVE AREA 'A': RESERVE AREA 'A', AS COLLECTIVELY DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF OWNER AS A POOL AREA FOR THE COMMON USE AND BENEFIT OF THE LOT OWNERS OF THE SUBDIVISION, THEIR GUESTS AND INVITEES. RESERVE 'A' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION FOR ADMINISTRATION AND MAINTENANCE.

F. OFFSITE STORMWATER DETENTION FACILITY:

THE OWNER WILL DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE A PERPETUAL DRAINAGE EASEMENT ON, OVER AND ACROSS THE OFFSITE PROPERTY DESIGNATED ON THE PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM "STONE CREEK FARMS II" AND/OR FUTURE PHASES OF THE STONE CREEK FARMS DEVELOPMENT AS APPROVED BY THE CITY OF TULSA.

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

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT OF THE CITY OF TULSA, OKLAHOMA.

DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE STONE CREEK FARMS HOMEOWNERS ASSOCIATION ("ASSOCIATION"), 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 ASSOCIATION IN ACCORDANCE TO THE FOLLOWING STANDARDS:

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

B. CONCRETE APPRUNTENCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

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

D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNEL SHALL BE PERFORMED TWICW YEARLY.

LANDSCAPING APPROVED BY THE CITY OF TULSA SHALL BE ALLOWED WITHIN THE DETENTION AREA.

IN THE EVENT THE ASSOCIATION 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 OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHEIVEMENT OF THE INTENDED.

THE SUBJECT DETENTION AREA WILL BE INCLUDED IN A RESERVE AREA SHOWN ON THE PLAT OF RECORD FOR THE FUTURE STONECREEK FARMS III.

SECTION III. 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

A. THE DEVELOPER HAS FORMED OR SHALL CAUSED TO TO BE FORMED, A HOMEOWNERS' ASSOCIATION NAMED THE STONE CREEK FARMS II HOMEOWNER'S ASSOCIATION OR NAME SIMILAR THERETO, (THE 'ASSOCIATION') FOR THE GENERAL PURPOSES OF MAINTAINING THE 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.

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. 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 MAINTAINED 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 LINE (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, MAINTAINED, OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE, GRADING PLANS AND OTHER NECESSARY INFORMATION 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 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 UNOBSTRUCTED 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 IV. 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 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. THE AMENDMENT OR TERMINATION BY ANY PARTY OF A TERM, COVENANT OR ITEM CONTAINED IN ANY 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, JUDGM