Tulsa County Clerk - EARLENE WILSON
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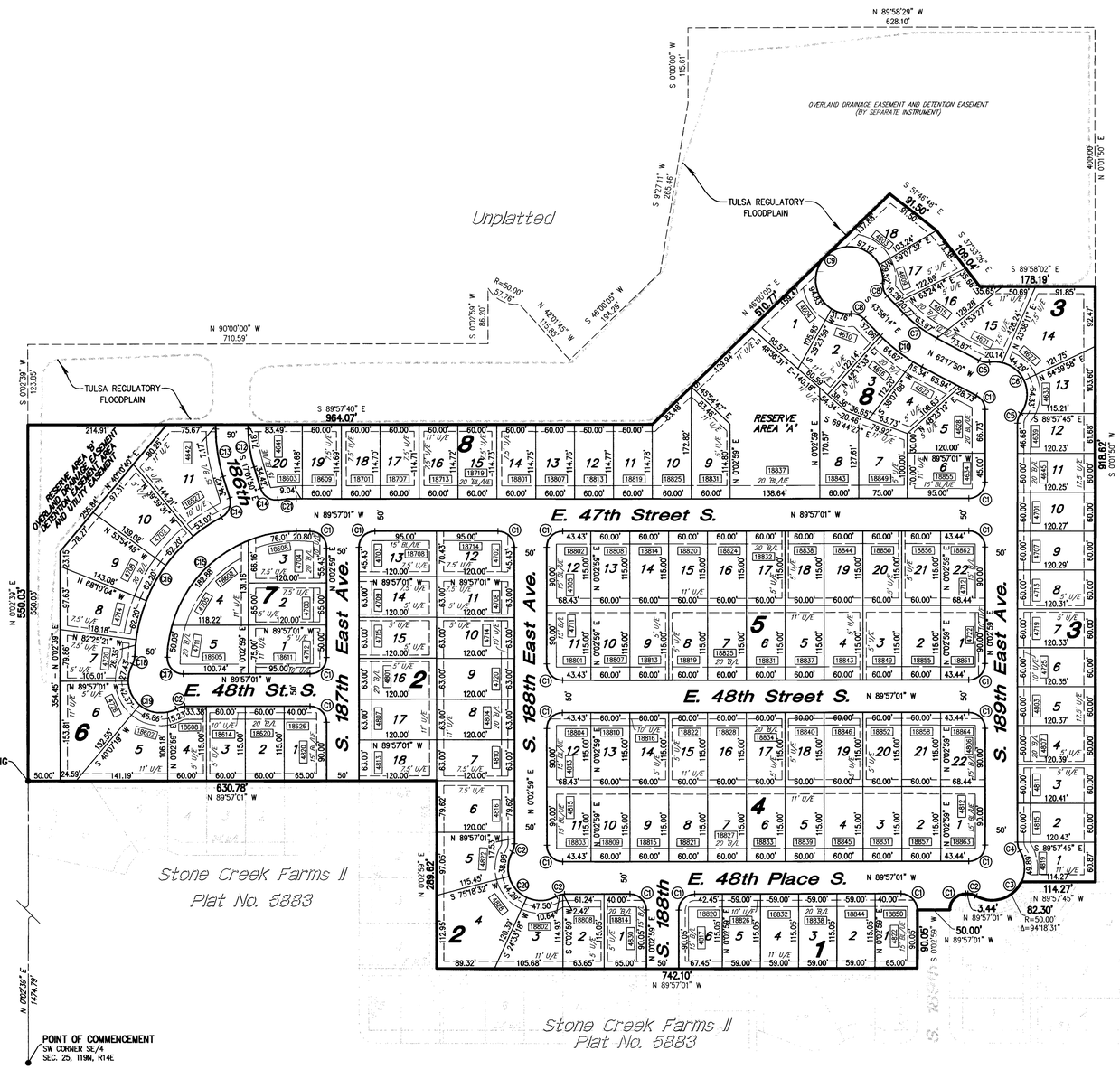
STONE CREEK FARMS III

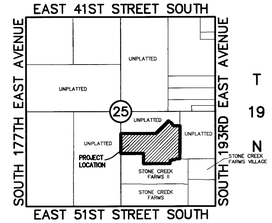
A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SE/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP 19 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN

SCALE: 1"=100'
0 50 100 200

LOT AREA TABLE					
BLOCK	LOT	AREA (ft²)	BLOCK	LOT	AREA (ft²)
1	1	7343.82	4	21	6900.00
1	2	6787.68	4	22	7736.54
1	3	6787.68	5	1	7736.54
1	4	6787.68	5	2	6900.00
1	5	6787.68	5	3	6900.00
1	6	7625.93	5	4	6900.00
2	1	7343.82	5	5	6900.00
2	2	7322.79	5	6	6900.00
2	3	8761.95	5	7	6900.00
2	4	14853.25	5	8	6900.00
2	5	9431.70	5	9	6900.00
2	6	9553.84	5	10	6900.00
2	7	7560.00	5	11	7735.32
2	8	7560.00	5	12	7735.32
2	9	7560.00	5	13	6900.00
2	10	7560.00	5	14	6900.00
2	11	7560.00	5	15	6900.00
2	12	8317.48	5	16	6900.00
2	13	8317.48	5	17	6900.00
2	14	7560.00	5	18	6900.00
2	15	7560.00	5	19	6900.00
2	16	7560.00	5	20	6900.00
2	17	7560.00	5	21	6900.00
2	18	7560.00	5	22	7736.54
3	1	6882.49	6	1	7340.87
3	2	7225.02	6	2	6900.00
3	3	7223.82	6	3	6900.00
3	4	7222.61	6	4	6794.74
3	5	7221.41	6	5	10369.62
3	6	7220.20	6	6	12703.49
3	7	7219.00	6	7	8113.39
3	8	7217.79	6	8	10043.00
3	9	7216.59	6	9	11635.49
3	10	7215.38	6	10	11105.67
3	11	7214.18	6	11	16181.66
3	12	7391.16	7	1	8865.87
3	13	8409.47	7	2	7800.00
3	14	14235.01	7	3	9169.71
3	15	9445.61	7	4	10196.41
3	16	8150.61	7	5	9162.82
3	17	7945.96	8	1	8974.58
3	18	7813.73	8	2	8764.77
4	1	7736.54	8	3	8197.43
4	2	6900.00	8	4	7525.14
4	3	6900.00	8	5	8901.65
4	4	6900.00	8	6	8265.87
4	5	6900.00	8	7	8535.32
4	6	6900.00	8	8	8744.97
4	7	6900.00	8	9	8628.67
4	8	6900.00	8	10	8627.99
4	9	6900.00	8	11	6886.46
4	10	6900.00	8	12	6885.77
4	11	7735.32	8	13	6885.08
4	12	7735.32	8	14	6884.39
4	13	6900.00	8	15	6883.70
4	14	6900.00	8	16	6883.01
4	15	6900.00	8	17	6882.33
4	16	6900.00	8	18	6881.64
4	17	6900.00	8	19	6880.95
4	18	6900.00	8	20	8599.27
4	19	6900.00	RESERVE AREA A		34554.79
4	20	6900.00	RESERVE AREA B		43627.29

CURVE TABLE			
CURVE#	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	13.06'	25.00'	29°55'35"
C3	132.19'	50.00'	151°28'55"
C4	13.77'	25.00'	31°33'20"
C5	16.09'	25.00'	36°52'12"
C6	118.76'	50.00'	136°05'12"
C7	63.97'	200.00'	18°19'35"
C8	21.60'	25.00'	49°30'26"
C9	253.23'	52.00'	279°00'53"
C10	79.96'	250.00'	18°19'35"
C11	27.20'	25.00'	62°20'49"
C12	59.62'	200.00'	17°04'49"
C13	74.53'	250.00'	17°04'49"
C14	34.70'	25.00'	79°31'28"
C15	308.94'	200.00'	88°30'13"
C16	265.97'	250.00'	60°57'21"
C17	39.92'	25.00'	91°29'47"
C18	12.47'	25.00'	28°34'32"
C19	130.89'	50.00'	149°59'24"
C20	130.77'	50.00'	149°51'10"
C21	28.82'	250.00'	06°36'17"





LOCATION MAP
SCALE: 1"=2000'

LEGEND
B/L ..... BUILDING LINE
BL/UE ..... BUILDING LINE AND UTILITY EASEMENT
U/E ..... UTILITY EASEMENT
13255 ..... 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" DEFORMED BAR 18" IN LENGTH 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.

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, EARLENE WILSON, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 20____
EARLENE WILSON, TULSA COUNTY CLERK

_____ DEPUTY

LOCATION MAP
SCALE: 1"=2000'

STONE CREEK FARMS III
Subdivision contains one hundred twenty two (122) Lots in eight (8) Blocks

Block 1 contains 6 lots
Block 2 contains 18 lots
Block 3 contains 18 lots
Block 4 contains 22 lots
Block 5 contains 22 lots
Block 6 contains 11 lots
Block 7 contains 5 lots
Block 8 contains 20 lots

30.14 Acres

PLAT NO. 6037
FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUL 19 2006

Wayne Alberty TMAPC/INCOG

This approval is void if this plat is not filed in the Office of the County Clerk on or before: JUL 19 2007

Chad Hardt ~~COUNTY~~ or CITY ENGINEER

APPROVED AUG 10 2006 by the Council of the City of Tulsa, Oklahoma.

Chairman

Mayor

Attest: City Clerk

Approved: City Attorney

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 $ 2,236.00 per trust receipt no. 7993 to be applied to 20 06 taxes. This certificate is NOT to be construed as payment of 20 06 taxes in full but is given in order that this plat may be filed on record. 20 06 taxes may exceed the amount of the security deposit.

Dated 18-Sep-06
Dennis Semanis
Tulsa County Treasurer
By: _____ Deputy

Tulsa County Treasurer Certificate

RECEIVED
JUL 24 2006
Tulsa Metropolitan Area Planning Commission

STONE CREEK FARMS III
Sheet 1 of 2
Date Prepared: July 13, 2006

STONE CREEK FARMS III
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

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, STATE OF OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 25, SAID POINT BEING THE SOUTHWEST CORNER OF STONE CREEK FARMS AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA (PLAT # 5679); THENCE N 00° 02' 39" E AND ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1474.79 FEET, SAID POINT BEING THE POINT OF BEGINNING AND ALSO BEING THE NORTHWEST CORNER OF STONE CREEK FARMS II, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA (PLAT # 5883); THENCE CONTINUING N 00° 02' 39" E AND ALONG SAID WEST LINE A DISTANCE OF 550.03 FEET; THENCE S 89° 57' 40" E A DISTANCE OF 964.07 FEET; THENCE N 46° 00' 05" E A DISTANCE OF 510.77 FEET; THENCE S 51° 46' 48" E A DISTANCE OF 91.50 FEET; THENCE S 37° 33' 26" E A DISTANCE OF 109.04 FEET; THENCE S 89° 58' 02" E A DISTANCE OF 178.19 FEET; THENCE S 0° 01' 50" W A DISTANCE OF 918.62 FEET TO A POINT ON THE NORTH LINE OF SAID STONE CREEK FARMS II; THENCE N 89° 57' 45" W AND ALONG SAID NORTH LINE A DISTANCE OF 114.27 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" AND ALONG SAID NORTH LINE 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" AND ALONG SAID NORTH LINE FOR A DISTANCE OF 13.06 FEET; THENCE N 89° 57' 01" W AND ALONG SAID NORTH LINE 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" AND ALONG SAID NORTH LINE FOR A DISTANCE OF 39.27 FEET; THENCE N 89° 57' 01" W AND ALONG SAID NORTH LINE A DISTANCE OF 50.00 FEET; THENCE S 00° 02' 59" W AND ALONG SAID NORTH LINE A DISTANCE OF 90.05 FEET; THENCE N 89° 57' 01" W AND ALONG SAID NORTH LINE A DISTANCE OF 742.10 FEET; THENCE N 00° 02' 59" E AND ALONG SAID NORTH LINE A DISTANCE OF 289.62 FEET; THENCE N 89° 57' 01" W AND ALONG SAID NORTH LINE A DISTANCE OF 630.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,312,711.56 SQUARE FEET / 30.14 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 "STONE CREEK FARMS III", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "STONE CREEK FARMS III"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, 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 FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE GENERAL UTILITY EASEMENTS ALONG THE PERIMETER OF THE SUBDIVISION AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER 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 CABLE 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 CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

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 AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET 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 TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF THE LOT 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 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 THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, 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 GAS FACILITIES 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 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 OF THE LOT 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.

E. STORMWATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF TULSA, OKLAHOMA, AND ESTABLISH, A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA B (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION. and from properties outside the subdivision.

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

3. 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 TULSA, 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 TULSA, 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 1/122ND OF THE COSTS.

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

F. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF TULSA, OKLAHOMA AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "ODE" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE PUBLIC WORKS AND DEVELOPMENT DEPARTMENT OF THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE PUBLIC WORKS AND DEVELOPMENT DEPARTMENT OF THE CITY OF TULSA, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE PUBLIC WORKS AND DEVELOPMENT DEPARTMENT OF THE CITY OF TULSA, OKLAHOMA.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LAND UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT ITS COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER OF THE LAND OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA 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 OF THE LAND. IN THE EVENT THE OWNER 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 THE COSTS SHALL BE A LIEN AGAINST THE LAND OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION. 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 OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH G. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

H. 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 UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS

THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, WHICH SHALL BE APPLICABLE TO THE LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE – PLAN REVIEW

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, OR FREE STANDING MAIL BOX SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED 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 OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, UPON CONSTRUCTION OF A DWELLING WITHIN EACH OF THE LOTS IN THE SUBDIVISION, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. FLOOR AREA. NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN TWELVE HUNDRED (1200) SQUARE FEET OF LIVING AREA. MULTI-STORY DWELLINGS SHALL HAVE A MINIMUM OF FIFTEEN HUNDRED (1500) 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.

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

D. DRIVEWAYS. 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.

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

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

G. MASONRY. A MINIMUM OF 25% OF THE EXTERIOR SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE AN EXCEPTION TO THIS PROVISION.

H. MINIMUM YARDS/GARAGE SETBACKS. NO BUILDING SHALL BE LOCATED NEARER TO A BOUNDARY OF A LOT THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT. WHERE NO BUILDING LINE IS DEPICTED FOR A SIDE YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 5 FT. TO ANY SIDE LOT LINE. NOTWITHSTANDING THE ABOVE, NO BUILDING SHALL ENCROACH UPON ANY EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT, AND GARAGES SHALL IN ALL INSTANCES BE SET BACK A MINIMUM OF 20 FEET FROM A STREET. WITHIN CORNER LOTS, THE DWELLING MUST FACE THE MOST RESTRICTED BUILDING LINE.

I. FENCING. 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 AND SHALL NOT EXCEED 6 FEET IN HEIGHT; PROVIDED HOWEVER, CHAIN LINK FENCING SHALL NOT EXCEED 4 FEET IN HEIGHT, SHALL BE BLACK IN COLOR WITH WOOD SUPPORTING POSTS AND A WOOD TOP RAIL. BARBED WIRE, MESH OR OTHER METAL FENCING ARE PROHIBITED.

J. ANTENNAS. NO EXTERIOR ANTENNAS OR ELECTRONIC RECEPTION DEVICES, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO ANTENNAS, SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE; PROVIDED HOWEVER THAT TELEVISION SATELLITE DISHES NOT EXCEEDING EIGHTEEN INCHES (18") IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE

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

L. ON-SITE CONSTRUCTION. NO RESIDENCE CONSTRUCTED OFFSITE SHALL BE MOVED ONTO OR PLACED ONTO ANY LOT.

M. NOXIOUS ACTIVITY. 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.

N. ANIMALS. 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.

O. SIGNS. 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.

P. MATERIALS AND STORAGE. 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.

Q. RECREATIONAL VEHICLES AND EQUIPMENT. NO BOATS, TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

R. NONRECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT. NO NONRECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

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

T. RESERVE AREAS.

1. RESERVE AREA A. USE OF RESERVE AREA A DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO ONE OR MORE OF THE FOLLOWING: OPEN SPACE, FENCING, LANDSCAPING, AND RECREATIONAL FACILITIES WHICH MAY INCLUDE A SWIMMING POOL, ASSOCIATED RESTROOMS AND DRESSING ROOMS. RESERVE AREA A IS RESERVED FOR SUBSEQUENT CONVEYANCE TO AN ASSOCIATION FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE THEREOF AND OF ANY IMPROVEMENTS NOW OR HEREAFTER LOCATED THEREON. THE OWNER/DEVELOPER SHALL HAVE THE RESERVED RIGHT TO ANNEX ANY SINGLE FAMILY RESIDENTIAL SUBDIVISION WITHIN SECTION 25, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA AS MAY NOW OR HEREAFTER BE DEVELOPED BY THE OWNER/DEVELOPER OR ANY ENTITY AFFILIATED WITH THE OWNER/DEVELOPER OR THE MEMBERS THEREOF, INTO THE GEOGRAPHIC JURISDICTION OF SUCH ASSOCIATION. UPON ANNEXATION, THE OWNER OF A LOT WITHIN THE ANNEXED SUBDIVISION SHALL HAVE THE RIGHT TO USE THE FACILITIES LOCATED IN RESERVE AREA A, AND SHALL BE SUBJECT TO ASSESSMENT, UNDER SUCH TERMS AND CONDITIONS AS MAY HEREAFTER BE ESTABLISHED BY A RECORDED DECLARATION OR BY RULES AND REGULATIONS ADOPTED BY THE ENTITY HOLDING TITLE TO THE FACILITIES.

2. RESERVE AREA B. THE USE OF RESERVE AREA B DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES, OPEN SPACE, FENCING AND LANDSCAPING, AND RESERVE AREA B IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION")FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS WITHIN SECTION 25, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE I.B.M, TULSA COUNTY, OKLAHOMA SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER/DEVELOPER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS. THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

SECTION IV. RECREATIONAL FACILITIES

THE OWNER/DEVELOPER, OR ANOTHER DEVELOPMENT ENTITY AFFILIATED WITH THE OWNER/DEVELOPER, HEREBY RESERVES THE RIGHT TO CONSTRUCT WITHIN RESERVE AREA A DEPICTED UPON THE ACCOMPANYING PLAT, AND HAS RESERVED THE RIGHT TO CONSTRUCT WITHIN ONE OR MORE EXISTING OR PROPOSED RESIDENTIAL SUBDIVISIONS LOCATED IN SECTION 25, TOWNSHIP 19 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, RECREATIONAL FACILITIES, INCLUDING ONE OR MORE SWIMMING POOLS AND/OR SPLASH PADS. SHOULD THE OWNER/DEVELOPER OR AFFILIATED DEVELOPMENT ENTITY ELECT TO CONSTRUCT ANY SUCH RECREATIONAL FACILITIES, THE OWNER/DEVELOPER SHALL HAVE THE RESERVED RIGHT TO ANNEX STONE CREEK FARMS III INTO THE GEOGRAPHIC JURISDICTION OF AN ASSOCIATION FORMED FOR THE PURPOSES OF MAINTAINING THE RECREATIONAL FACILITIES. UPON ANNEXATION, THE OWNER OF A LOT WITHIN STONE CREEK FARMS III SHALL HAVE THE RIGHT TO USE THE FACILITIES, AND SHALL BE SUBJECT TO ASSESSMENT, UNDER SUCH TERMS AND CONDITIONS AS MAY HEREAFTER BE ESTABLISHED BY A RECORDED DECLARATION OR BY RULES AND REGULATIONS ADOPTED BY THE ENTITY HOLDING TITLE TO THE FACILITIES.

SECTION V. ASSIGNMENT OF RIGHTS OF OWNER/DEVELOPER

THE RIGHTS OF THE OWNER/DEVELOPER HEREIN ESTABLISHED SHALL INURE TO THE OWNER/DEVELOPER'S SUCCESSORS OR ASSIGNS IF THE OWNER/DEVELOPER CONVEYS TO A THIRD PARTY MORE THAN ONE LOT, WITH THE RESULT THAT THE OWNER/DEVELOPER NO LONGER OWNS A LOT, AND THE OWNER/DEVELOPER EXPRESSLY ASSIGNS SUCH RIGHTS TO THE GRANTEE IN A RECORDED DEED OR OTHER RECORDED DOCUMENT.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THE COVENANTS CONTAINED IN SECTION II, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS 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 COVENANTS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS, 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 ASSOCIATION OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II 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 RESTRICTIONS, TO THE EXTENT PERMITTED BY 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 STREETS, 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 TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION 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 WITHIN THE SUBDIVISION. 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 OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. 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.

WITNESS OUR HAND THIS 14 DAY OF September ,2006.

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 14 DAY OF September ,2006. PERSONALLY APPEARED M. David Gibson TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO BE THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Renee Lane
RENEE ~~ARNETT~~ Lane NO. 06005860

MY COMMISSION EXPIRES
6/14/2010

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 ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS 'STONE CREEK FARMS III', 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 ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

AS OF THIS 14th DAY OF September ,2006.

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

PROFESSIONAL LAND SURVEYOR
ALAN C. HALL
1283
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 September ,2006 PERSONALLY APPEARED ALAN C. HALL TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS THE MAKER THEREOF TO BE THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

BARRICK ROSENBAUM NO. 05005255

MY COMMISSION EXPIRES: JUNE 6, 2009

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

Date Prepared: September 13, 2006