Tulsa County Clerk - EARLENE WILSON
Doc # 2006051685 Pages 1
Receipt # 860889 05/08/06 15:08:18
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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

STONE CREEK FARMS VILLAGE

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

OWNER/DEVELOPER
SELECT HOMESITES, INC.
AN OKLAHOMA CORPORATION
9705 EAST 55TH PLACE
TULSA, OKLAHOMA 74146
PHONE: (918) 663-3300

ENGINEER/SURVEYOR
HRAOK, INC.
1913 WEST TACOMA, SUITE-C
BROKEN ARROW, OKLAHOMA 74012
PHONE: (918) 258-3737
FAX: (918) 258-2554
CA#3643 EXPIRES 6-30-2007

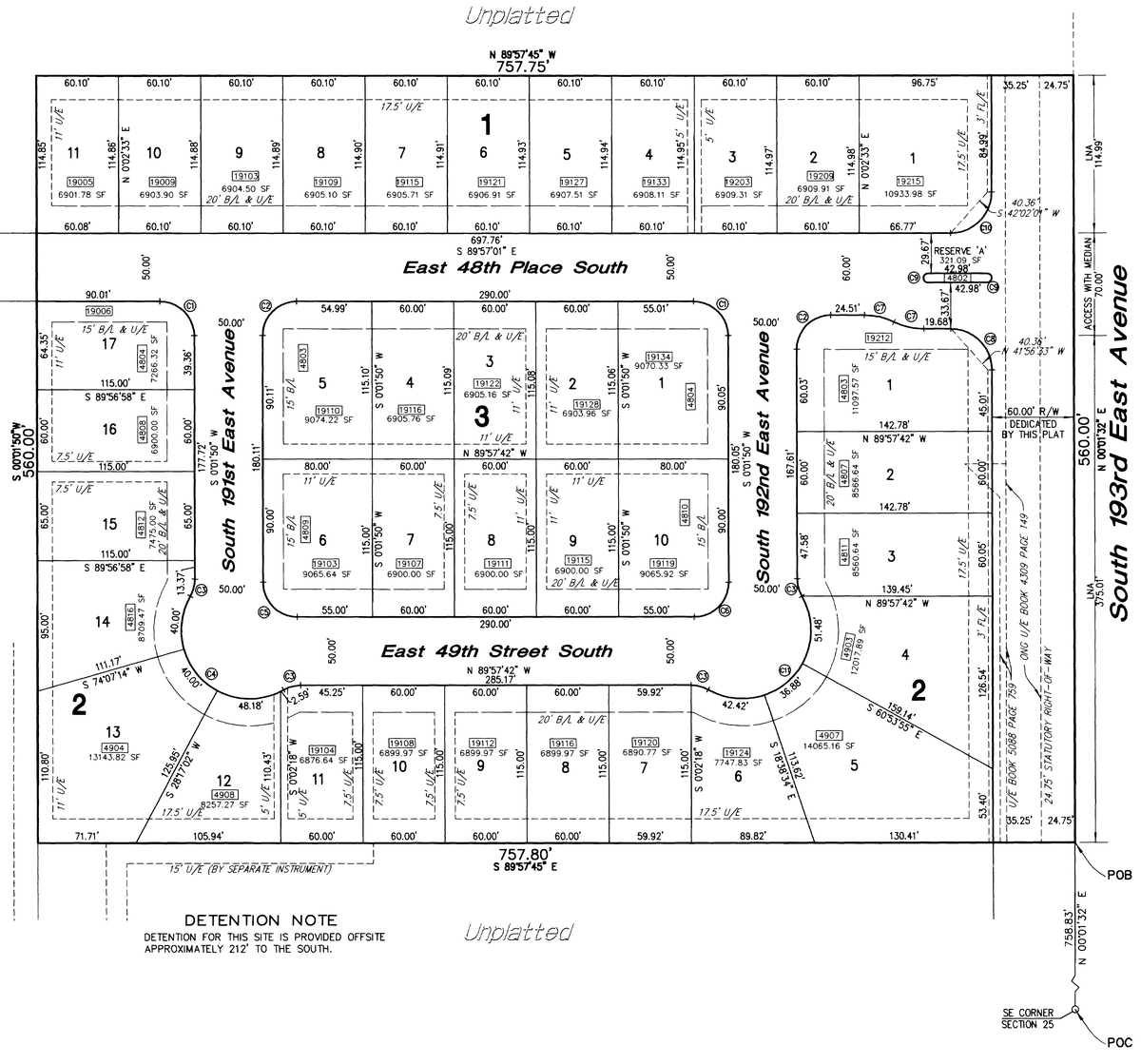
BASIS OF BEARINGS
ASSUMED BEARING OF N 00°01'32" E ALONG THE EAST LINE OF THE SE/4 OF SECTION 25, T-19-N, R-14-E, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

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 DATUM)

STREETS NOTE
ALL STREETS SHOWN ARE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE A LEGAL DESCRIPTION

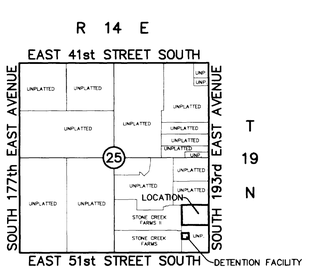


Scale: 1"=50'
0 25 50 100

CURVE TABLE

CURVE#	LENGTH	RADIUS	DELTA
C1	39.26'	25.00'	89°58'51"
C2	39.28'	25.00'	90°01'09"
C3	13.06'	25.00'	29°55'35"
C4	130.76'	50.00'	149°50'42"
C5	39.27'	25.00'	89°59'32"
C6	39.27'	25.00'	90°00'28"
C7	22.55'	50.00'	25°50'31"
C8	47.11'	30.00'	89°59'33"
C9	10.46'	3.33'	180°00'00"
C10	47.14'	30.00'	90°01'27"
C11	130.78'	50.00'	149°51'38"

DETENTION NOTE
DETENTION FOR THIS SITE IS PROVIDED OFFSITE APPROXIMATELY 212' TO THE SOUTH.



Location Map
SCALE: none

Subdivision Contains Thirty-Eight (38) Lots in Three (3) Blocks

Block 1 contains 11 lots
Block 2 contains 17 lots
Block 3 contains 10 lots

9.74 Acres

RECEIVED
APR 19 2006
Tulsa Metropolitan Area Planning Commission

Legend

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
FL/E	FENCE & LANDSCAPE EASEMENT
R/W	RIGHT OF WAY
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
19215	STREET ADDRESS
22,000 SF	LOT AREA (SQUARE FEET)

PLAT NO. 5991

FINAL PLAT
CERTIFICATE OF APPROVAL

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

Phil Bueno
TMAPC/INCOG

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

Charles Hardt
~~COUNTY OF~~ CITY ENGINEER

APPROVED APR 27 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 $ 44.00 per trust receipt no. 7410 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 must exceed the amount of the security deposit.

Dated 08-May-06
Dennis Semler
Tulsa County Treasurer
By: _____ Deputy

Deed of Dedication and Restrictive Covenants

STONE CREEK FARMS VILLAGE

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

STONE CREEK FARMS VILLAGE

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SELECT HOMESITES, INC., (HEREINAFTER THE OWNER/DEVELOPER) IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, 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 SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 25; THENCE N 00° 01' 32" E AND ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 758.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00° 01' 32" E AND ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4); THENCE N 89° 57' 45" W AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) A DISTANCE OF 757.75 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 8, STONE CREEK FARMS II AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, RECORDED AS PLAT #5883; THENCE S 00° 01' 50" W AND ALONG THE EAST LINE OF SAID STONE CREEK FARMS II A DISTANCE OF 560.00 FEET; THENCE S 89° 57' 45" E A DISTANCE OF 757.80 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 424,353.68 SQUARE FEET (9.74 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 VILLAGE", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE SUBDIVISION" OR STONE CREEK FARMS VILLAGE"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I.

PUBLIC STREET RIGHTS-OF-WAY, EASEMENTS AND UTILITIES

A. PUBLIC STREET RIGHTS-OF-WAY AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY 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 EAST LINE OF THE SUBDIVISION AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY 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 EACH 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 EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF EACH 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 EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES WITHIN HIS LOT 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 EACH AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF EACH 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 EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS 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 EACH LOT AGREES TO BE BOUND HEREBY.

E. STORMWATER DETENTION

DETENTION OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION SHALL BE PROVIDED FOR OFFSITE.

F. 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 F. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 193RD EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT 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, ON JANUARY 1, 2011 BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION VI OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION SHALL EXERCISE DUTIES.

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.

NO CAMPERS, BOATS, TRAILERS, OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED ON THE LOT (EXCEPT WITHIN AN ENCLOSED GARAGE) OR ON THE STREET.

R. 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.

SECTION III.

RECREATIONAL FACILITIES

THE OWNER/DEVELOPER, OR ANOTHER DEVELOPMENT ENTITY AFFILIATED WITH THE OWNER/DEVELOPER, 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 VILLAGE 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 VILLAGE 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.

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APR 19 2006

Tulsa Metropolitan Area
Planning Commission

Deed of Dedication and Restrictive Covenants

STONE CREEK FARMS VILLAGE

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

SECTION IV.

RESERVE A"

THE USE OF RESERVE A" DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING, LANDSCAPING, SUBDIVISION IDENTIFICATION SIGN, AND ENTRY FEATURES, AND RESERVE A" IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION VI.

SECTION V.

PERIMETER FENCING AND LANDSCAPING

THE OWNER/DEVELOPER HEREIN RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION VI A PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS FENCING AND LANDSCAPE EASEMENT" OR "FL/E".

SECTION VI.

HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION.

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS' ASSOCIATION (THEHOMEOWNERS'ASSOCIATION") FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING THE PERIMETER FENCING AND LANDSCAPING AND ENTRY FEATURES, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS.

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 DEED THEREFORE, 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 PRIOR TO THE CONVEYANCE OF A LOT. 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 VII.

ENFORCEMENT, DURATION, AMENDMENT AND SERVERABILITY

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 ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION.

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

C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC 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 SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND AFFECT.

WITNESS OUR HAND THIS 18th DAY OF April, 2006.

SELECT HOMESITES, INC.
AN OKLAHOMA CORPORATION

BY: _____
PERRY HOOD, VICE PRESIDENT

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 18th DAY OF April, 2006, PERSONALLY APPEARED TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF SELECT HOMESITE, INC. 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
6/05/06

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

CERTIFICATE OF SURVEY

WE, HRAOK, INC, AND 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 VILLAGE', 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 BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS THIS 18th DAY OF April, 2006.

_____
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 18th DAY OF April, 2006, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY 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.

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

_____
BARRICK ROSENBAUM, NO. 05005255

MY COMMISSION EXPIRES: JUNE 9, 2009

NOTARY PUBLIC OKLAHOMA
OFFICIAL SEAL
BARRICK ROSENBAUM
TULSA COUNTY
05005255
EXPIRATION DATE JUNE 9, 2009

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

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APR 19 2006

Tulsa Metropolitan Area
Planning Commission