Tulsa County Clerk - MICHAEL WILLIS
Doc #: 7087 Page(s): 3 Recorded: 04/19/2023 04:29:51 PM
Receipt #: 2023-19942 Fees: $35.00

ADDISON CREEK CROSSING

ALL OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (W/2 SW/4 NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE FOUND OR SET 5/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
   (a) 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;
   (b) 3/8" IRON PIN WITH YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 3;
   THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°57'49" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF TULSA AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HUDSON AVENUE EAST, A PUBLIC STREET, BY VIRTUE OF RIGHTS-OF-WAY DEDICATED BY THE RECORDED PLATS OF "THE ESTATES AT THE RIVER", PLAT NO. 6664, "THE ESTATES AT THE RIVER II", PLAT NO. 6840, "THE ESTATES AT THE RIVER III", PLAT NO. 6935, AND "THE ESTATES AT THE RIVER IV", PLAT NO. 7048.
6. DATE OF LAST SURVEY SITE VISIT: JANUARY 26, 2023.

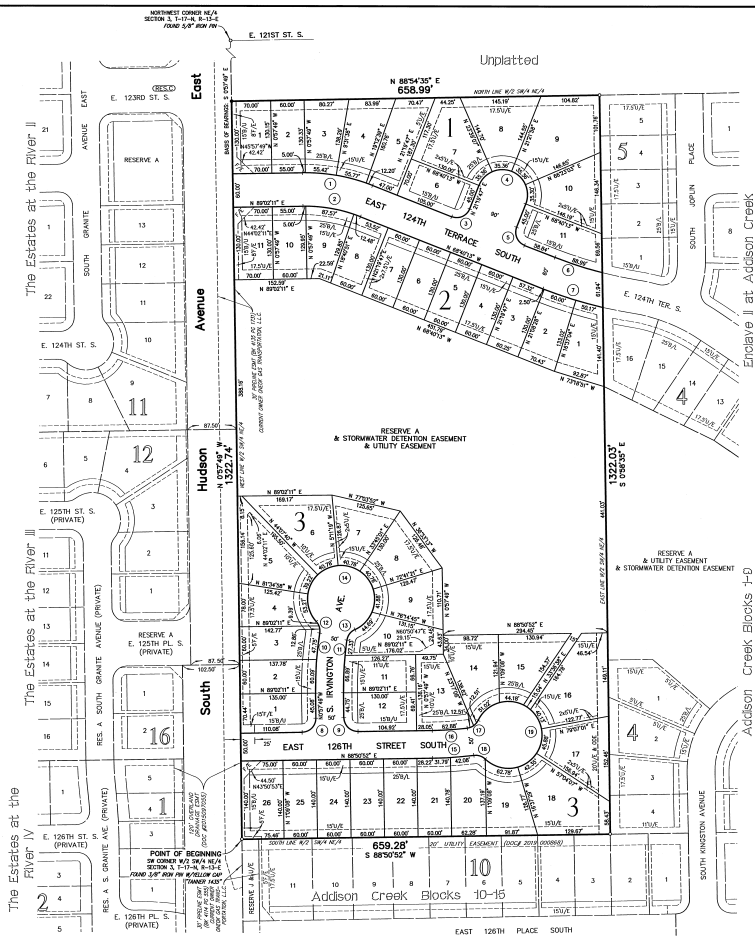
Lot Area & Address Table

AREA LABEL	AREA(SF)	ADDRESS
RESERVE A	288300	12453 S. HUDSON AVE.
BLOCK 1 LOT 1	9105	5705 E. 124TH TER. S.
BLOCK 1 LOT 2	7813	5709 E. 124TH TER. S.
BLOCK 1 LOT 3	9002	5713 E. 124TH TER. S.
BLOCK 1 LOT 4	10126	5717 E. 124TH TER. S.
BLOCK 1 LOT 5	10851	5721 E. 124TH TER. S.
BLOCK 1 LOT 6	8966	5805 E. 124TH TER. S.
BLOCK 1 LOT 7	13344	5809 E. 124TH TER. S.
BLOCK 1 LOT 8	11922	5815 E. 124TH TER. S.
BLOCK 1 LOT 9	17386	5821 E. 124TH TER. S.
BLOCK 1 LOT 10	12148	5827 E. 124TH TER. S.
BLOCK 1 LOT 11	10931	5831 E. 124TH TER. S.
BLOCK 2 LOT 1	9577	5828 E. 124TH TER. S.
BLOCK 2 LOT 2	8541	5824 E. 124TH TER. S.
BLOCK 2 LOT 3	7805	5820 E. 124TH TER. S.
BLOCK 2 LOT 4	7800	5816 E. 124TH TER. S.
BLOCK 2 LOT 5	7800	5812 E. 124TH TER. S.
BLOCK 2 LOT 6	7800	5808 E. 124TH TER. S.
BLOCK 2 LOT 7	7800	5804 E. 124TH TER. S.
BLOCK 2 LOT 8	8190	5716 E. 124TH TER. S.
BLOCK 2 LOT 9	8439	5712 E. 124TH TER. S.
BLOCK 2 LOT 10	7800	5708 E. 124TH TER. S.
BLOCK 2 LOT 11	9100	5704 E. 124TH TER. S.
BLOCK 3 LOT 1	9347	12558 S. IRVINGTON AVE. OR 5707 E. 126TH ST. S.
BLOCK 3 LOT 2	8155	12554 S. IRVINGTON AVE.
BLOCK 3 LOT 3	8476	12550 S. IRVINGTON AVE.
BLOCK 3 LOT 4	8674	12522 S. IRVINGTON AVE.
BLOCK 3 LOT 5	13865	12508 S. IRVINGTON AVE.
BLOCK 3 LOT 6	13781	12502 S. IRVINGTON AVE.
BLOCK 3 LOT 7	9504	12505 S. IRVINGTON AVE.
BLOCK 3 LOT 8	10089	12511 S. IRVINGTON AVE.
BLOCK 3 LOT 9	9418	12517 S. IRVINGTON AVE.
BLOCK 3 LOT 10	10064	12551 S. IRVINGTON AVE.
BLOCK 3 LOT 11	8596	12555 S. IRVINGTON AVE.
BLOCK 3 LOT 12	8916	12559 S. IRVINGTON AVE. OR 5807 E. 126TH ST. S.
BLOCK 3 LOT 13	10425	5813 E. 126TH ST. S.
BLOCK 3 LOT 14	11528	5817 E. 126TH ST. S.
BLOCK 3 LOT 15	10803	5823 E. 126TH ST. S.
BLOCK 3 LOT 16	15790	5907 E. 126TH ST. S.
BLOCK 3 LOT 17	12349	5914 E. 126TH ST. S.
BLOCK 3 LOT 18	15659	5908 E. 126TH ST. S.
BLOCK 3 LOT 19	9268	5822 E. 126TH ST. S.
BLOCK 3 LOT 20	8864	5818 E. 126TH ST. S.
BLOCK 3 LOT 21	8408	5814 E. 126TH ST. S.
BLOCK 3 LOT 22	8400	5810 E. 126TH ST. S.
BLOCK 3 LOT 23	8400	5806 E. 126TH ST. S.
BLOCK 3 LOT 24	8400	5802 E. 126TH ST. S.
BLOCK 3 LOT 25	8400	5708 E. 126TH ST. S.
BLOCK 3 LOT 26	10532	5704 E. 126TH ST. S.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBEARING	CHORDLENGTH
1	128.40'	330.00'	22°17'37"	N79°49'03"W	127.59'
2	105.06'	270.00'	22°17'37"	N79°49'03"W	104.39'
3	39.27'	25.00'	90°00'00"	N66°35'49"E	35.36'
4	141.37'	45.00'	180°00'00"	N68°40'13"W	90.00'
5	39.27'	25.00'	90°00'00"	N23°40'13"W	35.36'
6	88.99'	700.00'	7°17'01"	N72°28'43"W	88.93'
7	112.67'	760.00'	8°29'39"	N72°55'02"W	112.57'
8	39.19'	25.00'	89°46'42"	N43°56'53"E	35.30'
9	39.35'	25.00'	90°11'18"	N46°03'28"W	35.41'
10	107.83'	650.00'	9°30'18"	N1°47'20"E	107.71'
11	94.23'	600.00'	8°59'53"	N1°32'07"E	94.13'
12	22.25'	25.00'	50°59'16"	N16°57'19"W	21.52'
13	25.01'	25.00'	57°19'24"	N30°41'46"E	23.98'
14	301.39'	60.00'	287°48'35"	N78°32'50"W	70.70'
15	73.83'	650.00'	6°30'42"	N85°35'32"E	73.83'
16	62.88'	600.00'	6°00'17"	N85°50'44"E	62.85'
17	25.01'	25.00'	57°19'24"	N54°10'53"E	23.98'
18	22.25'	25.00'	50°59'16"	N72°10'02"W	21.52'
19	301.39'	60.00'	287°48'35"	N10°34'31"W	70.70'

DATE OF PREPARATION: February 23, 2023



SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

OWNER:
Stone Horse Development, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: PETE KOURITIS
12150 East 96th Street North, Suite 200
Owasso, Oklahoma 74055
Phone: (918)376-6534

NORTH
Scale: 1" = 80'
Tanner Consulting

R 13 E
T 17 N
EAST 121ST STREET SOUTH
SOUTH YALE AVENUE
SOUTH SHERIDAN ROAD
EAST 131ST STREET SOUTH

Location Map
Scale: 1"= 2000'

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE AND LANDSCAPE EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
o	FOUND MONUMENT
•	SET MONUMENT (SEE NOTE 2)

SUBDIVISION CONTAINS:
FORTY-EIGHT (48) LOTS
IN THREE (3) BLOCKS
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 20.010 ACRES

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
Approval Date: 03-26-2023
TMAPC/INCOG
CITY ENGINEER

Council of the City of Tulsa, Oklahoma
Approval Date: APR 12 2023
CHAIR
APR 12 2023
MAYOR
CITY CLERK
CITY ATTORNEY

The approval of this Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.

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 $9,534.00 per trust receipt no.17424 to be applied to 2023 taxes. This certificate is NOT to be construed as payment of 2023 taxes in full but is given in order that this plat may be filed on record. 2023 taxes may exceed the amount of the security deposit.

Dated: 04/19/2023
John M. Fothergill
Tulsa County Treasurer
By: Carol Hardt
Deputy

ADDISON CREEK CROSSING
SHEET 1 OF 3

ADDISON CREEK CROSSING

ALL OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (W/2 SW/4 NE/4) OF
SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

STONE HORSE DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (W/2 SW/4 NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID W/2 SW/4 NE/4; THENCE NORTH 0°57'49" WEST AND ALONG THE WEST LINE OF THE W/2 SW/4 NE/4, FOR A DISTANCE OF 1322.74 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°54'35" EAST AND ALONG THE NORTH LINE OF THE W/2 SW/4 NE/4, FOR A DISTANCE OF 658.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0°58'35" EAST AND ALONG THE EAST LINE OF THE W/2 SW/4 NE/4, FOR A DISTANCE OF 1322.03 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°50'52" WEST AND ALONG THE SOUTH LINE OF THE W/2 SW/4 NE/4, FOR A DISTANCE OF 659.28 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 871,628 SQUARE FEET, OR 20.010 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(a) 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 3;

(b) 3/8" IRON PIN WITH YELLOW PLASTIC CAP FOUND AT THE SOUTHWEST CORNER THE SOUTHEAST QUARTER (SE/4) OF SECTION 3;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°57'49" EAST.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "ADDISON CREEK CROSSING", A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "ADDISON CREEK CROSSING" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, UTILITIES, AND EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, MANHOLES, 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES, SANITARY SEWER MAINS, AND STORM SEWER MAINS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSE OF FURNISHING WATER, SANITARY SEWER, AND STORM SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY 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 THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED; PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

A. UTILITY SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF A STRUCTURE UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. EACH SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF ANY LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR RESERVE AREA OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION A. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF ANY LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

B. GAS SERVICE:

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OR RESERVE AREA OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1. THE OWNER OF ANY LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED THE OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENTS 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, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.

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

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

D. SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OR RESERVE AREA 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 THE OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF ANY LOT OR RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND THE ORDINANCES OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE SOUTH HUDSON AVENUE STREET RIGHT-OF-WAY AS DEPICTED ON THE ATTACHED PLAT. ELSEWHERE WITHIN THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK WITHIN THE RIGHT-OF-WAY ADJACENT TO THE LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS:

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, AND STORM SEWER SYSTEMS, AND SIDEWALK WITHIN THE SOUTH HUDSON AVENUE STREET RIGHT-OF-WAY) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

H. STORMWATER DETENTION EASEMENT:

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

4. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION, AS PROVIDED FOR WITHIN SECTION III. HEREIN, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE ASSOCIATION SHALL MAINTAIN SAID FACILITIES IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

A) GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
B) CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
C) THE STORMWATER DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
D) CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DETENTION EASEMENT.

6. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE STORMWATER DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS 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 WITH THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL BE EQUAL TO 1/48 OF THE COSTS. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

I. OVERLAND DRAINAGE EASEMENTS:

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

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

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN SUCH EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT SUCH OWNER FAILS TO PROPERLY MAINTAIN THE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

J. FENCE AND LANDSCAPE EASEMENT:

THE UNDERSIGNED OWNER DOES HEREBY ESTABLISH AND RESERVES FOR FUTURE GRANT TO THE PROPERTY OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION III. (THE "ASSOCIATION") , FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PROPERLY-PERMITTED PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO SIGNAGE, FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING, AND LIGHTING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE AND LANDSCAPE EASEMENTS, THE PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FENCES AND WALLS AND ENTRY FEATURES AND ALL LANDSCAPING LOCATED OUTSIDE OF SUCH FENCES AND WALLS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

K. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH HUDSON AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" 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.

DATE OF PREPARATION: February 23, 2023

ADDISON CREEK CROSSING

ALL OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (W/2 SW/4 NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication (Continued)

SECTION II. RESERVE AREAS

A. RESERVE A

1. RESERVE A SHALL BE FOR THE COMMON USE AND ENJOYMENT OF THE MEMBERS OF THE PROPERTY OWNERS' ASSOCIATION, REFERRED TO IN SECTION III. HEREOF, AND SHALL BE LIMITED TO USE FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, LANDSCAPING, UTILITIES, AND PEDESTRIAN ACCESS. RESERVE A IS HEREBY ALSO DEDICATED AS BOTH A UTILITY EASEMENT AND A STORMWATER DETENTION EASEMENT. RESERVE A SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE A, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVE A TO THE ASSOCIATION. THE CITY OF TULSA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE A.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF TULSA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF TULSA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED THE "ADDISON CREEK HOMEOWNERS' ASSOCIATION, INC." (THE "ASSOCIATION"). THE ASSOCIATION SHALL BE A PROPERTY OWNERS' ASSOCIATION COMPRISED OR TO BE COMPRISED OF THE OWNERS OF THE LOTS WITHIN "ENCLAVE AT ADDISON CREEK", PLAT NO. 6802, "COTTAGES AT ADDISON CREEK", PLAT NO. 6832, "ADDISON CREEK BLOCKS 1-9", PLAT NO. 6833, "ADDISON CREEK BLOCKS 10-15", PLAT NO. 7060, "ENCLAVE II AT ADDISON CREEK", PLAT NO. 7074, AND "ADDISON CREEK CROSSING", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION WAS ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND WAS FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE A WITHIN "ADDISON CREEK CROSSING"; OTHER RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER COMMON AREAS AND FACILITIES WITHIN OTHER SUBDIVISIONS REFERENCED ABOVE; AND ANY PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOT OWNERS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

B. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION, THE OWNER SHALL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

C. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

D. ASSESSMENT

EACH LOT OWNER SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE ASSOCIATION FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

E. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, UTILITIES, AND EASEMENTS AND SECTION II. RESERVE AREAS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II., 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 III. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE PROPERTY OWNERS' 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 SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION III. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE 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 OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, UTILITIES, AND EASEMENTS AND SECTION II. RESERVE AREAS 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 DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, 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 (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 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.

IN WITNESS WHEREOF, STONE HORSE DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT ON THIS 24 DAY OF FEB, 2023.

STONE HORSE DEVELOPMENT, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
DANIEL RUHL, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24 DAY OF FEB, 2023, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME STONE HORSE DEVELOPMENT, L.L.C. TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2024
MY COMMISSION EXPIRES

_____
JENNIFER MILLER, NOTARY PUBLIC

JENNIFER MILLER
NOTARY PUBLIC
10002299
STATE OF OKLAHOMA
COMMISSION EXPIRES 03/08/2024

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ADDISON CREEK CROSSING", A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 24 DAY OF FEB, 2023.

Dan Edwin Tanner
1435
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA

BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE 24 DAY OF FEB, 2023, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, 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.

03/08/2024
MY COMMISSION EXPIRES

_____
JENNIFER MILLER, NOTARY PUBLIC

JENNIFER MILLER
NOTARY PUBLIC
10002299
STATE OF OKLAHOMA
COMMISSION EXPIRES 03/08/2024

DATE OF PREPARATION: February 23, 2023