Tulsa County Clerk - EARLENE WILSON
Doc # 2006039351 Pages 1
Receipt # 855419 04/07/06 15:54:31
Fee 30.00

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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 $ 24.00 per trust receipt no. 7348 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 07-Apr-06

Dennis Semon
Tulsa County Treasurer
By: Deputy

Crestwood at the River

A SUBDIVISION OF PART OF THE

S/2 OF THE SE/4 OF SECTION 34, T-18-N, R-13-E

CITY OF TULSA, TULSA COUNTY, OKLAHOMA

50 0 50 100
SCALE IN FEET

PLANNED UNIT DEVELOPMENT NUMBER 677

PLAT No. 5980

FINAL PLAT
CERTIFICATE OF APPROVAL

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

MAR 22 2006

TMAPC/INCOG

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

MAR 22 2007

CITY ENGINEER

APPROVED MAR 22 2006 by the Council of the City of Tulsa, Oklahoma

Chairman

Mayor

Attest: City Clerk

Approved: City Attorney

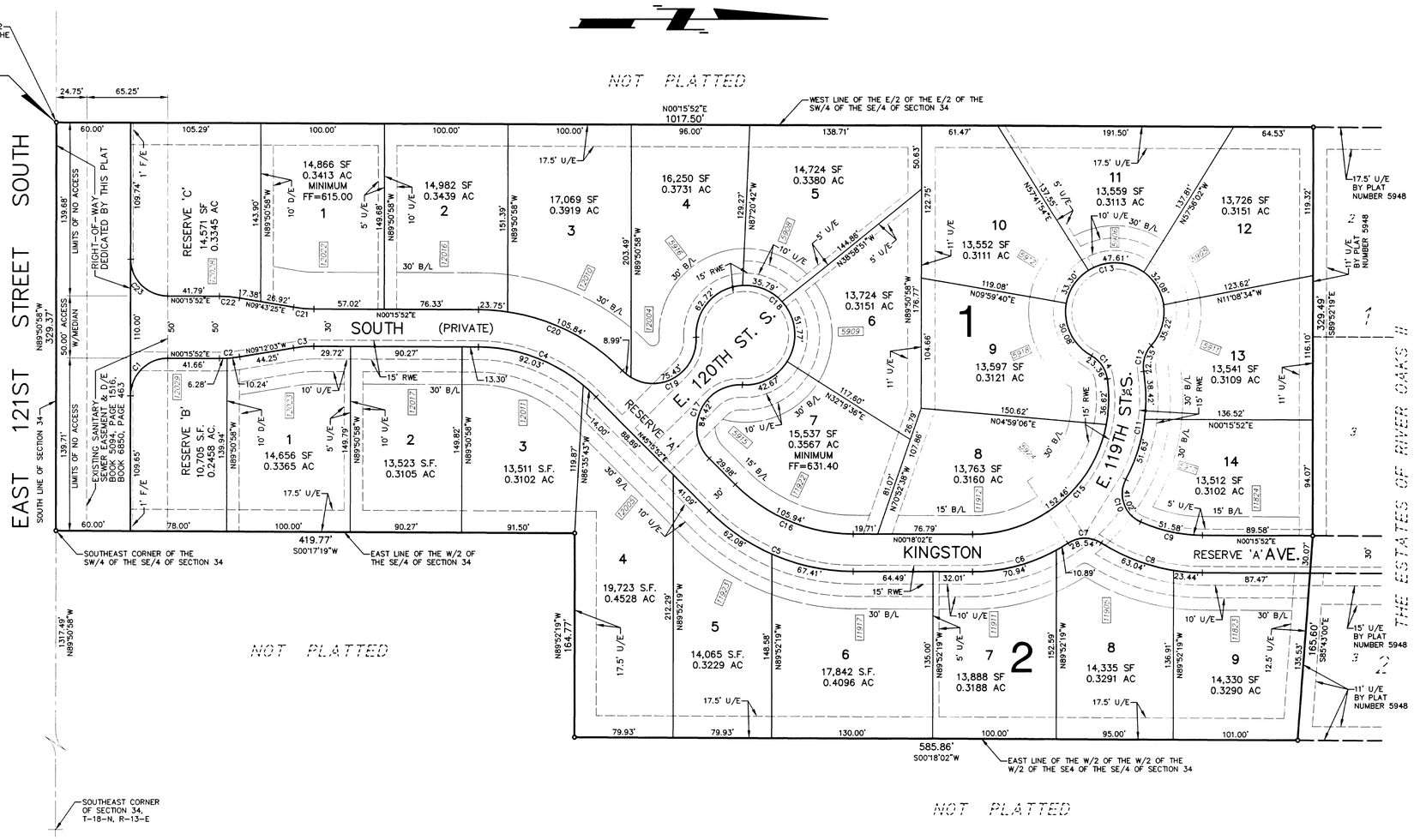
STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

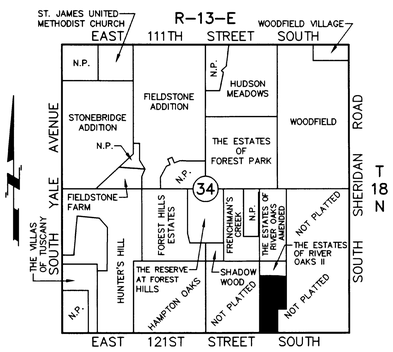
Dated the ____ day of _____ 20__
EARLENE WILSON, Tulsa County Clerk

Deputy

RECEIVED
MAR 22 2006
Tulsa Metro. Area
Planning Comm.



Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	47.18'	30.00'	90°06'50"
C2	16.52'	100.00'	9°27'55"
C3	16.52'	100.00'	9°27'55"
C4	106.03'	135.00'	45°00'00"
C5	129.49'	165.00'	44°57'50"
C6	81.83'	140.00'	33°29'15"
C7	28.54'	25.00'	65°25'11"
C8	86.48'	155.00'	31°58'06"
C9	51.58'	125.00'	23°38'25"
C10	41.02'	25.00'	94°00'40"
C11	90.05'	140.00'	36°51'06"
C12	22.35'	25.00'	51°13'13"
C13	198.29'	40.00'	284°01'25"
C14	23.36'	25.00'	53°32'55"
C15	189.09'	110.00'	98°29'28"
C16	105.94'	135.00'	44°57'50"
C17	84.42'	35.00'	138°11'23"
C18	192.95'	40.00'	276°22'46"
C19	84.42'	35.00'	138°11'23"
C20	129.59'	165.00'	45°00'00"
C21	16.51'	100.00'	9°27'33"
C22	16.51'	100.00'	9°27'33"
C23	47.06'	30.00'	89°53'10"



Location Map

Owner

CRESTWOOD AT THE RIVER DEVELOPMENT LLC
11122 SOUTH YALE AVENUE
TULSA, OKLAHOMA 74137
PHONE: (918) 299-4577

Engineer / Surveyor

SACK AND ASSOCIATES, INC.
SANTA FE DEPOT
111 SOUTH ELGIN AVENUE
TULSA, OKLAHOMA 74120-1816
PHONE: (918) 592-4111
E-MAIL: SAI@SACKANDASSOCIATES.COM
C.A. No. 1783 (EXP. JUNE 30, 2007)

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF 'FRENCHMAN'S CREEK', PLAT NUMBER 5444.

Monumentation

ALL CORNERS WERE SET USING A 3/8"x18" IRON PIN WITH A YELLOW CAP STAMPED 'SACK LS 1139'.

Legend

B/L = BUILDING LINE
U/E = UTILITY EASEMENT
RWE = RESTRICTED WATERLINE EASEMENT
D/E = DRAINAGE EASEMENT
F/E = FENCE EASEMENT
2345 = STREET ADDRESS

Subdivision Statistics

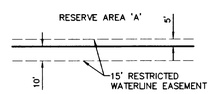
SUBDIVISION CONTAINS 23 LOTS IN 2 BLOCKS

BLOCK 1 CONTAINS 4.6465 ACRES (202,402 S.F.)
BLOCK 2 CONTAINS 3.1192 ACRES (135,872 S.F.)

RESERVE 'A' CONTAINS 1.1391 ACRES (49,617 S.F.)
RESERVE 'B' CONTAINS 0.2458 ACRES (10,705 S.F.)
RESERVE 'C' CONTAINS 0.3345 ACRES (14,571 S.F.)

Addresses

ADDRESSES SHOWN ON THIS PLAT ARE 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.



Typical Location of 15' Restricted Waterline Easement

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Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT CRESTWOOD AT THE RIVER DEVELOPMENT LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE E/2 OF THE E/2 OF THE SW/4 OF THE SE/4 AND PART OF THE NORTHERLY 901.86 FEET OF THE W/2 OF THE W/2 OF THE SE/4 OF THE SE/4 IN SECTION 34, T-18-N, R-13-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID E/2 OF THE E/2 OF THE SW/4 OF THE SE/4; THENCE N 00°15'52" E ALONG THE WESTERLY LINE THEREOF FOR 1017.50 FEET; THENCE S 89°52'19" E AND PARALLEL WITH THE NORTHERLY LINE OF THE S/2 OF THE SE/4 OF SAID SECTION 34 FOR 329.49 FEET; THENCE S 85°43'00" E FOR 165.80 FEET TO A POINT ON THE EASTERLY LINE OF SAID W/2 OF THE W/2 OF THE SE/4 OF THE SE/4; THENCE S 00°18'02" W ALONG SAID EASTERLY LINE FOR 585.86 FEET; THENCE N 89°52'19" W AND PARALLEL WITH THE NORTHERLY LINE OF THE S/2 OF THE SE/4 FOR 164.77 FEET TO A POINT ON THE EASTERLY LINE OF THE SW/4 OF THE SE/4; THENCE S 00°17'19" W ALONG SAID EASTERLY LINE FOR 419.77 FEET TO A POINT THAT IS THE SOUTHEAST CORNER OF THE SW/4 OF THE SE/4; THENCE N 89°50'58" W ALONG THE SOUTHERLY LINE OF THE SW/4 OF THE SE/4 FOR 329.37 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

AND THAT CRESTWOOD AT THE RIVER DEVELOPMENT LLC, HEREINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWENTY-THREE LOTS IN ONE BLOCK AND RESERVES "A", "B" AND "C" IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "CRESTWOOD AT THE RIVER", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND 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 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 AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER 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 FENCES, DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG EAST 121ST STREET SOUTH. ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR 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 CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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, CABLE TELEVISION OR GAS 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, CABLE TELEVISION OR GAS 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, CABLE TELEVISION OR GAS 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 STORM SEWER EASEMENT AND UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF TULSA, INTERFERE WITH 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 MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER 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, SANITARY SEWER, OR STORM 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 SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE 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 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT 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 SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE "PROPERTY ADJACENT TO EAST 121ST STREET SOUTH 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 CITY OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

G. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FE" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF CRESTWOOD AT THE RIVER HOMEOWNERS ASSOCIATION (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS ASSOCIATION"). THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN "CRESTWOOD AT THE RIVER", WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE "A" - PRIVATE STREETS

RESERVE "A", AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN CRESTWOOD AT THE RIVER, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS, FROM THE ADJACENT PROPERTY TO THE NORTH, KNOWN AS THE ESTATES OF RIVER OAKS II AND THE ESTATES OF RIVER OAKS AMENDED AND FOR EMERGENCIES ONLY, TO AND FROM THE ADJACENT PROPERTY TO THE NORTH, KNOWN AS THE ESTATES OF RIVER OAKS II AND THE ESTATES OF RIVER OAKS AMENDED, TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNER'S ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER HEREIN GRANTS TO THE CITY OF TULSA, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE "A" AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF AND ITS SUCCESSOR HOMEOWNER'S ASSOCIATION HEREIN COVENANTS WITH THE CITY OF TULSA, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE "A", AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:

   A. SURFACING WIDTH SHALL BE NOT LESS THAN 26' MEASURED FROM FACE OF CURB TO FACE OF CURB;

   B. STREETS SHALL BE CURBED;

   C. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF TULSA, OKLAHOMA, FOR MINOR RESIDENTIAL PUBLIC STREETS;

   D. THE MAXIMUM VERTICAL GRADE OF PRIVATE STREETS SHALL BE 12 PERCENT.

2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET DEPICTED WITHIN RESERVE "A" WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

3. SECURE INSPECTION BY THE CITY OF TULSA, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF TULSA, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF TULSA, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE TULSA METROPOLITAN AREA PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREETS AS DEPICTED WITHIN RESERVE "A" DO NOT MEET THE CITY OF TULSA, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF TULSA, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

I. RESERVE "B" AND RESERVE "C" – DETENTION

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "B" AND "C" (HEREINAFTER REFERRED TO AS THE "DETENTION AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN "CRESTWOOD AT THE RIVER" AND FROM PROPERTIES NOT INCLUDED WITHIN "CRESTWOOD AT THE RIVER".

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

3. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY CRESTWOOD AT THE RIVER HOMEOWNER'S ASSOCIATION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND CRESTWOOD AT THE RIVER HOMEOWNER'S ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION AREA IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

   A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT EXCEEDING FOUR WEEKS.

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

   C. THE DETENTION AREA SHALL BE KEPT FREE OF DEBRIS.

4. IN THE EVENT CRESTWOOD AT THE RIVER HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE DETENTION EASEMENT AREA, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY CRESTWOOD AT THE RIVER HOMEOWNER'S ASSOCIATION. IN THE EVENT THE ASSOCIATION 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 EACH LOT WITHIN "CRESTWOOD AT THE RIVER", PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/23RD OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

J. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, PUD 677 WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT PURSUANT TO SECTIONS 1100-1170 OF THE TULSA ZONING CODE, AND

WHEREAS PUD 677 WAS RECOMMENDED FOR APPROVAL BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON FEBRUARY 19, 2003 AND APPROVED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA ON MARCH 20, 2003, THE IMPLEMENTING ORDINANCE NO. 20571, PUBLISHED APRIL 15, 2003, AND

WHEREAS, A MINOR AMENDMENT OF THE PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 677-2 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON AUGUST 3. 2005.

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF TULSA, OKLAHOMA, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN "CRESTWOOD AT THE RIVER" AND BY THE CITY OF TULSA AS HEREINAFTER SET FORTH.

A. USE OF LAND

THE USE AND DEVELOPMENT OF "CRESTWOOD AT THE RIVER" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 19, 2003, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. DEVELOPMENT STANDARDS

1. PERMITTED USES

   THE USE OF THE LOTS IN CRESTWOOD AT THE RIVER SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARILY ACCESSORY USES.

2. NUMBER OF DWELLINGS AND MINIMUM LOT AREA

   THE MAXIMUM NUMBER OF SINGLE FAMILY DWELLINGS WITHIN CRESTWOOD AT THE RIVER SHALL BE 30. THE MINIMUM LOT AREA SHALL BE 13,500 SQUARE FEET.

3. MAXIMUM BUILDING HEIGHT

   BUILDING HEIGHT SHALL NOT EXCEED 45' ON LOTS EQUAL TO OR GREATER THAN 1/2 ACRE. BUILDING HEIGHT SHALL NOT EXCEED 40' ON LOTS LESS THAN 1/2 ACRE. NO BUILDING SHALL HAVE MORE THAN 3 STORIES (EXCLUDING BASEMENT) AND A MINIMUM ROOF PITCH OF 4/12.

4. YARDS AND SETBACKS

   A. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC OR PRIVATE STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT PROVIDED THAT ANY GARAGE OPENING SHALL BE SETBACK NOT LESS THAN 25 FEET FROM THE BOUNDARIES OF RESERVE AREA "A".

   B. RESIDENCES SHALL BE SETBACK FROM LOT BOUNDARIES AS FOLLOWS:

   FRONT:

   RESIDENCES: 30 FT

   LOTS 1, 2, 3, 14, BLOCK 1 AND
   LOTS 1-9, BLOCK 2 CRESTWOOD AT THE RIVER 30 FT
   LOTS 4-13, BLOCK 1, CRESTWOOD AT THE RIVER

   GARAGES:

   FRONT ENTRY SAME AS RESIDENCES
   SIDE STREET ENTRY 20 FT

   SIDE YARDS:

   ONE SIDE 5 FT
   OTHER SIDE 10 FT
   SIDE STREET YARD 15 FT
   LOT 7, BLOCK 2, SOUTH SIDE 15 FT
   LOT 6, BLOCK 2, NORTH SIDE 45 FT

   REAR YARDS: 25 FT

   EXTERIOR BOUNDARIES OF CRESTWOOD AT THE RIVER: 25 FT

5. OFF-STREET PARKING

   TWO ENCLOSED OFF-STREET PARKING SPACES AND AT LEAST TWO ADDITIONAL OFF-STREET PARKING SPACES SHALL BE PROVIDED FOR EACH RESIDENCE.

6. LIVABILITY SPACE

   EACH LOT IN CRESTWOOD AT THE RIVER SHALL PROVIDE A MINIMUM OF 7,000 SQUARE FEET OF LIVABILITY SPACE AS DEFINED BY THE TULSA ZONING CODE.

7. OTHER BULK AND AREA REQUIREMENTS

   EXCEPT AS MODIFIED HEREIN, THE USE OF LOTS SHALL COMPLY WITH THE BULK AND AREA REQUIREMENTS OF THE RS-1 SINGLE FAMILY DISTRICT AS SET FORTH IN THE CITY OF TULSA ZONING CODE.

8. SIGNS:

   ONE IDENTIFICATION SIGN MAY BE ERECTED ON THE EAST 121ST STREET SOUTH FRONTAGE WITH A MAXIMUM DISPLAY SURFACE AREA OF 24 FEET AND A MAXIMUM HEIGHT OF 20 FEET.

9. DETAIL PLAN APPROVAL

   NO BUILDING PERMIT SHALL BE ISSUED FOR AN ENTRY GATE OR GUARD HOUSE UNTIL A DETAIL SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND THE TULSA PUBLIC WORKS AND DEVELOPMENT AND TULSA FIRE DEPARTMENTS.

10. HOMEOWNERS ASSOCIATION

    A CRESTWOOD AT THE RIVER HOMEOWNERS ASSOCIATION SHALL BE CREATED AND VESTED WITH SUFFICIENT AUTHORITY AND FINANCIAL RESOURCES TO PROPERLY MAINTAIN ALL RESERVE AREAS, PRIVATE STREETS AND COMMON AREAS INCLUDING ANY STORMWATER DETENTION AREA, SECURITY GATES, GUARD HOUSES AND OTHER COMMONLY OWNED STRUCTURES WITHIN CRESTWOOD AT THE RIVER.

C. MINOR AMENDMENTS

THE FOREGOING RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS THAT MAY SUBSEQUENTLY BE APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION PURSUANT TO ITS REVIEW OF A MINOR AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION H OF SECTION 1107 OF THE TULSA ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION WITH THE TULSA COUNTY CLERK.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITH THE TULSA ZONING CODE AS THE SAME EXISTED ON FEBRUARY 19, 2003.

SECTION III. 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, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF TULSA, OKLAHOMA MAY BRING AN 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 OR TO RECOVER DAMAGES. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF ANY LOT OR PARCEL WITHIN "CRESTWOOD AT THE RIVER" AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

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 COVENANT