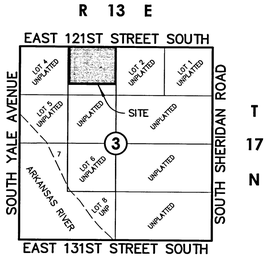
TULSA COUNTY CLERK - PAT KEY
Doc # 6664 Page(s): 3 Recorded 03/04/2016 01:34:10 PM
Receipt # 16-11426 Fees: $30.00

PUD-803

THE ESTATES AT THE RIVER

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/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



Location Map
Scale: 1"= 2000'
NORTH

SUBDIVISION CONTAINS
EIGHTY-NINE (89) LOTS IN SIX (6) BLOCKS

GROSS SUBDIVISION AREA: 31.156 ACRES

OWNER:
121st Street Property, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: BRIAN GREEN
EMAIL: BJGREEN347@MSN.COM
17211 South 4170 Road
Claremore, Oklahoma 74107
Phone: (918) 342-0840

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

LEGEND:

B/L	BUILDING LINE
B/U	BUILDING LINE/UTILITY EASEMENT
CB	CHORD BEARING
CD	CHORD DISTANCE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
POB	POINT OF BEGINNING
U/E	UTILITY EASEMENT
5503	ADDRESS

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
Approval Date: FEB 17 2016
TMAPC/INCOG
CITY ENGINEER

Council of the City of Tulsa, Oklahoma
Approval Date: FEB 25 2016
CHAIRMAN
MAYOR
ATTEST: CITY CLERK
ASST 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.

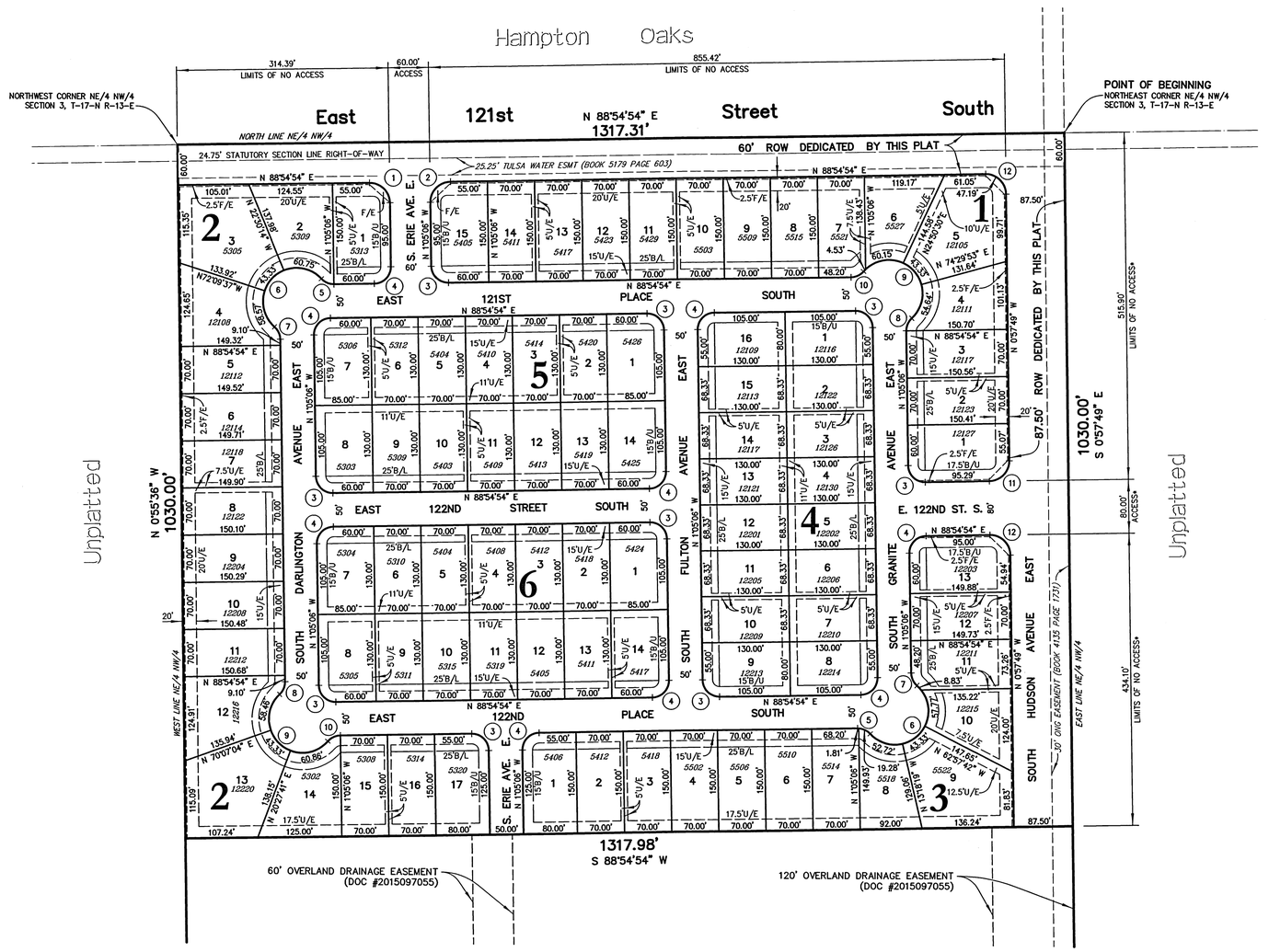
Lot Area Table

AREA LABEL	AREA(ACRES)
BLOCK 1, LOT 01	0.286
BLOCK 1, LOT 02	0.242
BLOCK 1, LOT 03	0.242
BLOCK 1, LOT 04	0.259
BLOCK 1, LOT 05	0.416
BLOCK 1, LOT 06	0.259
BLOCK 1, LOT 07	0.239
BLOCK 1, LOT 08	0.241
BLOCK 1, LOT 09	0.241
BLOCK 1, LOT 10	0.241
BLOCK 1, LOT 11	0.241
BLOCK 1, LOT 12	0.241
BLOCK 1, LOT 13	0.241
BLOCK 1, LOT 14	0.241
BLOCK 1, LOT 15	0.285
BLOCK 2, LOT 01	0.285
BLOCK 2, LOT 02	0.302
BLOCK 2, LOT 03	0.417
BLOCK 2, LOT 04	0.314
BLOCK 2, LOT 05	0.240
BLOCK 2, LOT 06	0.240
BLOCK 2, LOT 07	0.241
BLOCK 2, LOT 08	0.241
BLOCK 2, LOT 09	0.241
BLOCK 2, LOT 10	0.242
BLOCK 2, LOT 11	0.242
BLOCK 2, LOT 12	0.318
BLOCK 2, LOT 13	0.423
BLOCK 2, LOT 14	0.302
BLOCK 2, LOT 15	0.241
BLOCK 2, LOT 16	0.241
BLOCK 2, LOT 17	0.272
BLOCK 3, LOT 01	0.272
BLOCK 3, LOT 02	0.241
BLOCK 3, LOT 03	0.241
BLOCK 3, LOT 04	0.241
BLOCK 3, LOT 05	0.241
BLOCK 3, LOT 06	0.241
BLOCK 3, LOT 07	0.241
BLOCK 3, LOT 08	0.238
BLOCK 3, LOT 09	0.413
BLOCK 3, LOT 10	0.263
BLOCK 3, LOT 11	0.249
BLOCK 3, LOT 12	0.241
BLOCK 3, LOT 13	0.285

AREA LABEL	AREA(ACRES)
BLOCK 4, LOT 01	0.236
BLOCK 4, LOT 02	0.204
BLOCK 4, LOT 03	0.204
BLOCK 4, LOT 04	0.204
BLOCK 4, LOT 05	0.204
BLOCK 4, LOT 06	0.204
BLOCK 4, LOT 07	0.204
BLOCK 4, LOT 08	0.236
BLOCK 4, LOT 09	0.236
BLOCK 4, LOT 10	0.204
BLOCK 4, LOT 11	0.204
BLOCK 4, LOT 12	0.204
BLOCK 4, LOT 13	0.204
BLOCK 4, LOT 14	0.204
BLOCK 4, LOT 15	0.204
BLOCK 4, LOT 16	0.236
BLOCK 5, LOT 01	0.251
BLOCK 5, LOT 02	0.209
BLOCK 5, LOT 03	0.209
BLOCK 5, LOT 04	0.209
BLOCK 5, LOT 05	0.209
BLOCK 5, LOT 06	0.209
BLOCK 5, LOT 07	0.251
BLOCK 5, LOT 08	0.251
BLOCK 5, LOT 09	0.209
BLOCK 5, LOT 10	0.209
BLOCK 5, LOT 11	0.209
BLOCK 5, LOT 12	0.209
BLOCK 5, LOT 13	0.209
BLOCK 5, LOT 14	0.251
BLOCK 6, LOT 01	0.251
BLOCK 6, LOT 02	0.209
BLOCK 6, LOT 03	0.209
BLOCK 6, LOT 04	0.209
BLOCK 6, LOT 05	0.209
BLOCK 6, LOT 06	0.209
BLOCK 6, LOT 07	0.251
BLOCK 6, LOT 08	0.251
BLOCK 6, LOT 09	0.209
BLOCK 6, LOT 10	0.209
BLOCK 6, LOT 11	0.209
BLOCK 6, LOT 12	0.209
BLOCK 6, LOT 13	0.209
BLOCK 6, LOT 14	0.251

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BRG(CB)	CHORD DIS(CD)
1	47.12'	30.00'	90°00'00"	N 46°05'06" W	42.43'
2	47.12'	30.00'	90°00'00"	N 43°54'54" E	42.43'
3	39.27'	25.00'	90°00'00"	N 46°05'06" W	35.36'
4	39.27'	25.00'	90°00'00"	N 43°54'54" E	35.36'
5	21.03'	25.00'	48°11'23"	N 66°59'24" W	20.41'
6	162.65'	50.00'	186°22'46"	N 43°54'54" E	99.85'
7	21.03'	25.00'	48°11'23"	N 25°10'47" W	20.41'
8	21.03'	25.00'	48°11'23"	N 23°00'36" E	20.41'
9	162.65'	50.00'	186°22'46"	N 46°05'06" W	99.85'
10	21.03'	25.00'	48°11'23"	N 64°49'13" E	20.41'
11	47.06'	30.00'	89°52'43"	N 43°58'32" E	42.38'
12	47.19'	30.00'	90°07'17"	N 46°01'28" W	42.47'



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 $37,428.00 per trust receipt no.14294 to be applied to 2016 taxes. This certificate is NOT to be construed as payment of 2016 taxes in full but is given in order that this plat may be filed of record. 2016 taxes may exceed the amount of the security deposit.

Dated: 03/02/2016
Dennis Semler
Tulsa County Treasurer
By: Deputy

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83), THE NORTH LINE OF THE NORTHWEST QUARTER BEING N 88°54'54" E.
4. 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.

* ACCESS AND LIMITS OF ACCESS INDICATED ON SOUTH HUDSON AVENUE EAST APPLY ONLY TO THE WEST SIDE OF THE HUDSON RIGHT-OF-WAY. SEE LIMITS OF NO ACCESS IN SECTION I OF THE DEED OF DEDICATION.

RECEIVED
FEB 18 2016
TULSA METROPOLITAN AREA PLANNING COMMISSION

DATE OF PREPARATION: FEBRUARY 04, 2016

PUD-803

THE ESTATES AT THE RIVER

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/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:

THAT 121ST STREET PROPERTY, LLC, 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 PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE/4 NW/4; THENCE SOUTH 0°57'49" EAST AND ALONG THE EAST LINE OF THE NE/4 NW/4, FOR A DISTANCE OF 1030.00 FEET TO A POINT; THENCE SOUTH 88°54'54" WEST AND PARALLEL WITH THE NORTH LINE OF THE NE/4 NW/4, FOR A DISTANCE OF 1317.98 FEET TO A POINT ON THE WEST LINE THEREOF; THENCE NORTH 0°55'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1030.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE NE/4 NW/4; THENCE NORTH 88°54'54" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1317.31 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,357,170 SQUARE FEET, OR 31.156 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, 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 "THE ESTATES AT THE RIVER", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "THE ESTATES AT THE RIVER" 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 IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DO 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 ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS AND UTILITY 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 WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON 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 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 WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

1.1 UTILITY SERVICE:

1.1.1 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 INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AND IN THE RIGHTS OF WAY OF PUBLIC STREETS 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.

1.1.2 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 SUCH STRUCTURE UPON THE LOT, PROVIDED 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.

1.1.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION 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, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

1.1.5 THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS .

1.2 GAS SERVICE:

1.2.1 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.

1.2.2 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 OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.2.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNERS OF THE LOTS AGREE TO BE BOUND BY THESE COVENANTS.

1.3 WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

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

1.3.2 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, AND STORM SEWERS SHALL BE PROHIBITED.

1.3.3 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 SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, THEIR AGENTS OR CONTRACTORS.

1.3.4 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.

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

1.4 LOT SURFACE DRAINAGE:

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. 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 THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNERS AND BY THE CITY OF TULSA, OKLAHOMA.

1.5 PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF ANY LOT 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, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE 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.

1.6 LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 121ST STREET SOUTH OR SOUTH HUDSON AVENUE EAST 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. ACCESS AND LIMITS OF ACCESS INDICATED ON SOUTH HUDSON APPLY ONLY TO THE WEST SIDE OF THE HUDSON RIGHT-OF-WAY. PROPERTIES ABUTTING THE EAST BOUNDARY OF THE SOUTH HUDSON RIGHT-OF-WAY WILL IDENTIFY ACCESS POINTS DURING THE PLAT AND ENGINEERING DESIGN PROCESS FOR THAT PROPERTY.

1.7 SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG ALL STREETS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS ALONG THE SOUTH SIDE OF EAST 121ST STREET SOUTH AND ALONG THE WEST SIDE OF SOUTH HUDSON AVENUE EAST SHALL BE CONSTRUCTED BY THE OWNER. SIDEWALKS ALONG STREETS WITHIN THE INTERIOR OF THE SUBDIVISION, WHERE NOT CONSTRUCTED BY THE OWNER, SHALL BE CONSTRUCTED BY THE OWNER OF THE LOT. ALL SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE DESIGN STANDARDS OF THE CITY OF TULSA, OKLAHOMA.

1.8 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, STORM SEWER SYSTEMS AND SIDEWALKS) 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE ESTATES AT THE RIVER WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 803) AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), AND

WHEREAS PUD NO. 803 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON NOVEMBER 20, 2013, AND ADOPTED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON JANUARY 9, 2014 AND

WHEREAS, THE ESTATES AT THE RIVER COMPRISES 31.156 ACRES OF THE 121.329 ACRES INCLUDED IN PUD NO. 803.

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

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

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 AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

DEVELOPMENT STANDARDS (TOTAL PUD)

GROSS LAND AREA:	5,285,092 SF	121.329 ACRES
NET LAND AREA:	5,206,045 SF	119.514 ACRES

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN RS-3, ZONING DISTRICT IN THE CITY OF TULSA ZONING CODE, INCLUDING LANDSCAPED FEATURES AND SECURED ENTRANCES AND RECREATIONAL FACILITIES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MAXIMUM NUMBER OF LOTS: (TOTAL PUD)	320
MINIMUM LOT WIDTH:	65 FEET
MINIMUM LOT SIZE:	7,500 SF
MINIMUM LIVABILITY SPACE REQUIRED (PER LOT):	4,000 SF
MINIMUM BUILDING SETBACKS:	
FRONT YARD	25 FEET
REAR YARD	20 FEET
SIDE YARD	5 FEET
SIDE YARD ABUTTING A PUBLIC STREET	15 FEET
MAXIMUM BUILDING HEIGHT:	40 FEET*

**ARCHITECTURAL FEATURES MAY EXTEND A MAXIMUM OF FIVE (5) FEET ABOVE THE MAXIMUM PERMITTED BUILDING HEIGHT.*

MAXIMUM FRONT YARD COVERAGE BY PARKING AREA: 40%

OFF STREET PARKING:
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT.

SIGNS SHALL BE LIMITED TO THE FOLLOWING:
ONE (1) ALONG THE 121ST FRONTAGE, AND ONE (1) ALONG THE SOUTH HUDSON AVENUE FRONTAGE, NEITHER TO EXCEED 32 SQUARE FEET IN SIZE NOR 6 FEET IN HEIGHT.

SCREENING:
A SIX (6) FOOT TALL MASONRY WALL WILL BE CONSTRUCTED (WITH A MAXIMUM COLUMN HEIGHT OF 8') ALONG THE 121ST STREET FRONTAGE. ADDITIONALLY, A SOLID SCREENING FENCE WILL BE PROVIDED ALONG THE SOUTH HUDSON AVENUE EAST ADJACENT TO RESIDENTIAL PROPERTIES NOT EXCEEDING SIX (6) FEET IN HEIGHT (WITH A MAXIMUM COLUMN HEIGHT OF 8').

SECTION III. THE ESTATES AT THE RIVER PROPERTY OWNER'S ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER SHALL CAUSE TO BE FORMED THE ESTATES AT THE RIVER PROPERTY OWNERS' ASSOCIATION (THE "ASSOCIATION"). THE ASSOCIATION SHALL BE A PROPERTY OWNERS' ASSOCIATION COMPRISED OF THE OWNERS OF THE LOTS WITHIN "THE ESTATES AT THE RIVER" TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING ANY PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

B. 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 MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH LOT OWNER SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE ASSOCIATION FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF ANY 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.

D. 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 ADDITION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

E. FENCE EASEMENTS

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE "THE ESTATES AT THE RIVER" PROPERTY OWNER'S ASSOCIATION THE FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FE" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF "THE ESTATES AT THE RIVER." THE FENCE 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 "THE ESTATES AT THE RIVER", WHICH CONTAIN SUCH EASEMENTS. FURTHER USES AND RESTRICTIONS MAY BE PERMITTED BY THE "THE ESTATES AT THE RIVER" PROPERTY OWNER'S ASSOCIATION UPON THE APPROPRIATE APPROVAL AND DOCUMENT BEING FILED OF RECORD WITH THE TULSA COUNTY CLERK.

DATE OF PREPARATION: FEBRUARY 04, 2016

PUD-803

THE ESTATES AT THE RIVER

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/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 IV. PRIVATE 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.

4.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

4.1.1 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, AND NO SIDEWALK SHALL BE CONSTRUCTED UPON OR ADJACENT TO 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, SIDEWALK LOCATION AND DESIGN PLAN, 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 TWENTY (20) 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.

4.1.2 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.

4.1.3 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JANUARY, 2017, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION, OR UPON WRITTEN ASSIGNMENT TO THE APPLICABLE HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

4.2 FLOOR AREA
SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,100 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,6700 SQUARE FEET OF FINISHED HEATED LIVING AREA; THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

4.3 GARAGES
EACH DWELLING SHALL HAVE AN ATTACHED ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS IS PROHIBITED.

4.4 FOUNDATIONS
THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEM WALLS, SHALL BE OF BRICK, STONE OR STUCCO.

4.5 MASONRY
A MINIMUM OF 100% OF THE EXTERIOR SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) OF THE FIRST STORY SHALL BE OF BRICK, NATURAL ROCK OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

4.6 WINDOWS
NO MILL FINISHED WINDOWS SHALL BE PERMITTED ON ANY HOME IN THE ESTATES AT THE RIVER; HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE RESTRICTION SET FORTH IN THIS SUBSECTION.

4.7 ROOF FLASHING
EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

4.8 ROOF PITCH
NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY PERCENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.

4.9 ROOFING MATERIALS
ROOFS SHALL BE COMPOSITION SHINGLE ROOF - HERITAGE II, PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION OR IF HERITAGE II ROOFING IS NOT REASONABLY AVAILABLE, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK.

4.10 ON-SITE CONSTRUCTION
NO EXISTING OR OFF-SITE BUILT DWELLING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

4.11 OUTBUILDINGS
OUTBUILDINGS ARE PROHIBITED; PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

4.12 SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

4.13 FENCING OR WALLS WITHIN THE LOT.
FENCING OR WALLS WITHIN THE LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE OR WALL MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. WITHIN CORNER LOTS, FENCING OR WALLS IN THE SIDE YARD ADJOINING THE STREET SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE SIDE LOT LINE. ELSEWHERE, FENCES OR WALLS WITHIN THE LOT SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO FENCE OR WALL WITHIN THE LOT SHALL EXCEED SIX FEET IN HEIGHT. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS. NOTWITHSTANDING THE ABOVE, NOTHING WITHIN THIS PARAGRAPH SHALL BE DEEMED A RESTRICTION UPON FENCING OR WALLS CONSTRUCTED WITHIN THE AREAS DEPICTED UPON THE ACCOMPANYING PLAT AS "FENCE EASEMENT" OR "F/E".

4.14 ANTENNAS
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES 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 TILE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

4.15 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, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

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

4.17 TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES
NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3/4 TON).

4.18 CLOTHESLINES AND TRASH RECEPTACLES
EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED. GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP.

4.19 MAILBOXES
AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR U.S. POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.

4.20 GARAGE SALES/YARD SALES
GARAGE/YARD SALES WILL BE ALLOWED TWICE EACH CALENDAR YEAR. THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS AND UTILITY EASEMENTS, 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. 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 SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT IN "THE ESTATES AT THE RIVER" AND THE ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT IN "THE ESTATES AT THE RIVER" OR THE 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. THE COVENANTS CONTAINED IN SECTION III. THE ESTATES AT THE RIVER PROPERTY OWNER'S ASSOCIATION AND SECTION IV. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT IN "THE ESTATES AT THE RIVER" AND THE ASSOCIATION. IF THE UNDERSIGNED OWNERS OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV, IT SHALL BE LAWFUL FOR ANY OWNERS OF A LOT IN "THE ESTATES AT THE RIVER" OR THE 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. 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 IN THE ESTATES AT THE RIVER OR THE ASSOCIATION, 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 REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

5.2 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 THAT THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

5.3 AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS AND UTILITY EASEMENTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS 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. NOT WITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 803 BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. 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, 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 (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.

5.4 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, 121ST STREET PROPERTY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT ON THIS 8th DAY OF FEBRUARY, 2015.

121ST STREET PROPERTY, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
BRIAN GREEN, MANAGER OF L.L.C.

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 8th DAY OF FEBRUARY, 2015, PERSONALLY APPEARED BRIAN GREEN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF 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 121ST STREET PROPERTY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

JENNIFER R. MILLER NOTARY PUBLIC #12002298 EXP 03/08/2016 OF OKLAHOMA

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

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 "THE ESTATES AT THE RIVER", AN ADDITION IN 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 8th DAY OF FEBRUARY, 2015.

LICENSED PROFESSIONAL LAND SURVEYOR Dan Edwin Tanner 1435 OKLAHOMA

BY: _____ 2.8.2016
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 _____ DAY OF FEBRUARY, 2015, 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.

JENNIFER R. MILLER NOTARY PUBLIC #12002298 EXP 03/08/2016 OF OKLAHOMA

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

RECEIVED
FEB 18 2015
TULSA METROPOLITAN AREA PLANNING COMMISSION

DATE OF PREPARATION: FEBRUARY 04, 2016