Tulsa County Clerk - Michael Willis
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PUD-803-7

THE ESTATES AT THE RIVER V

PART OF GOVERNMENT LOT SIX (6) 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:

FIFTY-FIVE (55) LOTS
IN FIVE (5) BLOCKS
WITH TWO (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 16.179 ACRES

OWNER:
121st Street Property, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: BRIAN GREEN
EMAIL: BJGREEN347@MSN.COM
17211 South 4170 Road
Claremore, Oklahoma 74017
Phone: (918) 342-0840

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

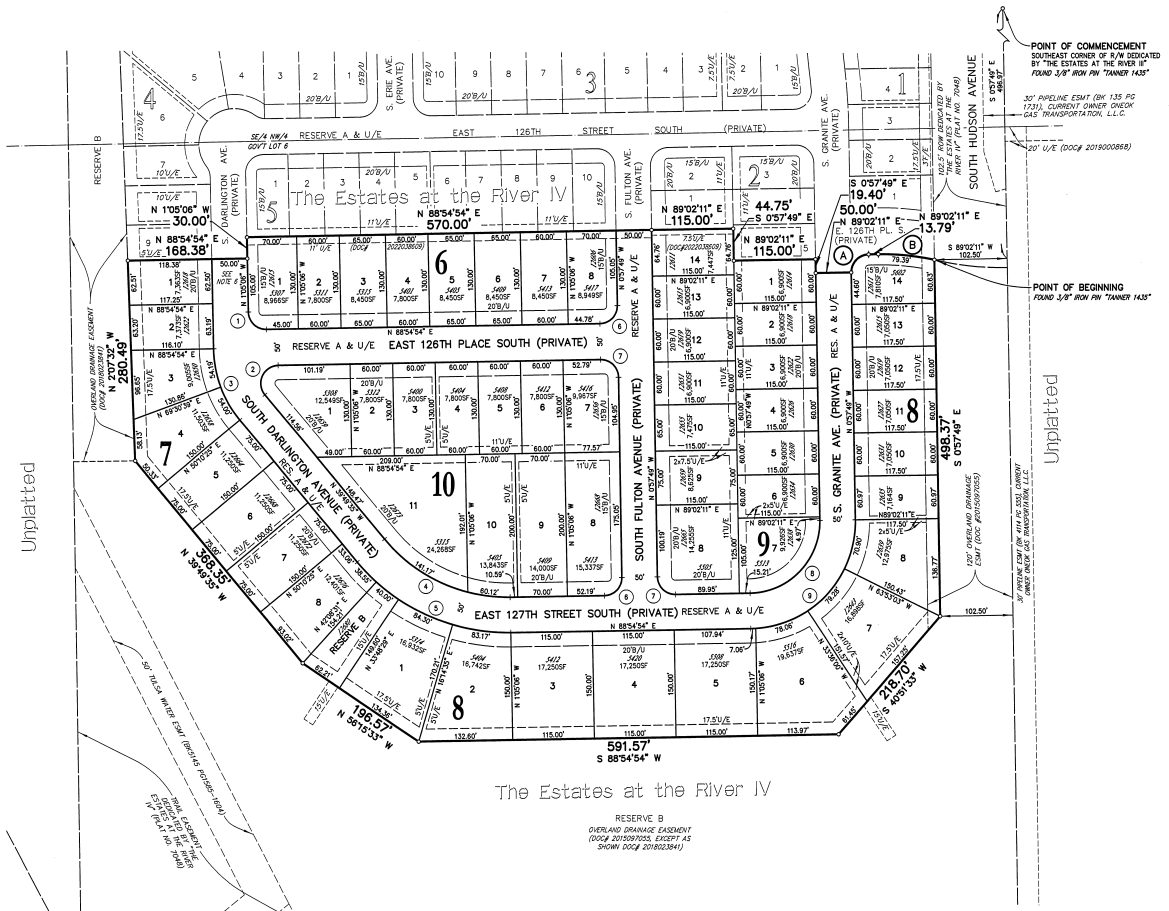
NORTH
0 40 80 120
Scale: 1"= 80'
Tanner Consulting

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
Approval Date: 01-17-2023
TMAPC/INCOG
CITY ENGINEER

Council of the City of Tulsa, Oklahoma
Approval Date: FEB 22 2023
CHAIR
MAYOR
ATTEST: 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.



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 SET OR FOUND 3/8" 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. FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION 3;
   B. FOUND BRASS CAP STEM AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION 3;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°54'54" 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. THE 30 FOOT WIDE PIPELINE RIGHT-OF-WAY EASEMENT (BOOK 4114 PAGE 555) DEPICTED ON THIS PLAT IS CURRENTLY OWNED BY ONEOK GAS TRANSPORTATION, L.L.C. NO LAKE, POND, BUILDING OR OTHER STRUCTURE OF A PERMANENT NATURE MAY BE CONSTRUCTED UPON OR OVER SAID EASEMENT WITHOUT THE WRITTEN CONSENT OF THE EASEMENT HOLDER.
6. THE EASEMENT ENTITLED "TEMPORARY ACCESS EASEMENT AND TEMPORARY EMERGENCY ACCESS EASEMENT", SEVERALLY AND RESPECTIVELY GRANTED BY SINGULAR INSTRUMENT TO 121ST STREET PROPERTY, LLC AND TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, DATED THE 3RD DAY OF DECEMBER, 2021 AND FILED OF RECORD FEBRUARY 23, 2022 AS DOCUMENT NO. 2022018959 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, IS ALL WHOLLY CONTAINED WITHIN THE LEGAL DESCRIPTION FOR THE BOUNDARY OF "THE ESTATES AT THE RIVER V" AND TERMINATES AUTOMATICALLY UPON THE FILING OF RECORD OF THIS PLAT OF "THE ESTATES AT THE RIVER V" IN THE RECORDS OF SAID COUNTY CLERK, AS PROVIDED IN SAID EASEMENTS. THUS, SAID EASEMENTS ARE NOT REPRESENTED HEREON.
7. DATE OF LAST SURVEY SITE VISIT: SEPTEMBER 22, 2022.

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 EASEMENT
GOV'T	GOVERNMENT
ITB	INITIAL TANGENT BEARING
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27'	25.00'	90°00'00"	N45°05'06"W	35.36'
2	56.17'	25.00'	128°44'30"	N24°32'39"E	45.08'
3	108.19'	160.00'	38°44'30"	N20°27'21"W	106.14'
4	201.29'	225.00'	51°15'30"	N65°27'21"W	194.65'
5	246.02'	275.00'	51°15'30"	N65°27'21"W	237.90'
6	39.22'	25.00'	89°52'43"	N43°58'32"E	35.32'
7	39.32'	25.00'	90°07'17"	N46°01'28"W	35.39'
8	156.87'	100.00'	89°52'43"	N43°58'32"E	141.27'
9	235.30'	150.00'	89°52'43"	N43°58'32"E	211.91'

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)	ITB
A	39.27'	25.00'	90°00'00"	N44°02'11"E	35.36'	N0°57'49"W
B	79.39'	350.00'	12°59'45"	S84°27'57"E	79.22'	

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 $24,787.00 per trust receipt no.17386 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: 3/2/2023
John M. Fothergill
Tulsa County Treasurer
By: Megan Rowe
Deputy

DATE OF PREPARATION: October 27, 2022

PUD-803-7

THE ESTATES AT THE RIVER V

PART OF GOVERNMENT LOT SIX (6) 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 ("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 A PART OF GOVERNMENT LOT SIX (6) 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:

COMMENCING ON THE EAST LINE OF THE SE/4 NW/4 OF SAID SECTION 3, AT THE SOUTHEAST CORNER OF THAT RIGHT-OF-WAY DEDICATED AS SOUTH HUDSON AVENUE BY VIRTUE OF "THE ESTATES AT THE RIVER III", A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6933);

THENCE SOUTH 0°57'49" EAST AND ALONG SAID EAST LINE OF SAID SE/4 NW/4 AND THE EAST LINE OF SAID LOT 6, FOR A DISTANCE OF 496.97 FEET; THENCE SOUTH 89°02'11" WEST AND PERPENDICULAR TO THE EAST LINE FOR A DISTANCE OF 302.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°57'49" EAST AND PARALLEL WITH THE EAST LINE OF LOT 6, FOR A DISTANCE OF 498.37 FEET; THENCE SOUTH 40°53'28" WEST FOR A DISTANCE OF 218.70 FEET; THENCE SOUTH 88°54'54" WEST FOR A DISTANCE OF 591.57 FEET; THENCE NORTH 56°15'39" WEST FOR A DISTANCE OF 196.57 FEET; THENCE NORTH 39°49'35" WEST FOR A DISTANCE OF 168.35 FEET; THENCE NORTH 2°07'32" WEST FOR A DISTANCE OF 280.49 FEET; THENCE NORTH 88°54'54" EAST FOR A DISTANCE OF 168.38 FEET; THENCE NORTH 1°05'06" WEST FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 88°54'54" EAST FOR A DISTANCE OF 570.00 FEET; THENCE NORTH 89°02'11" EAST FOR A DISTANCE OF 115.00 FEET; THENCE SOUTH 0°57'49" EAST FOR A DISTANCE OF 44.25 FEET; THENCE NORTH 89°02'11" EAST FOR A DISTANCE OF 115.00 FEET; THENCE SOUTH 0°57'49" EAST FOR A DISTANCE OF 19.40 FEET; THENCE NORTH 89°02'11" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 0°57'49" WEST, A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF NORTH 44°02'11" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°02'11" EAST FOR A DISTANCE OF 13.79 FEET TO A POINT OF CURVATURE; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°59'45", WITH A CHORD BEARING AND DISTANCE OF SOUTH 84°27'57" EAST FOR 79.22 FEET, FOR AN ARC DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 704,741 SQUARE FEET OR 16.179 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. FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION 3;
B. FOUND BRASS CAP STEM AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION 3;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°54'54" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED TRACT TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FIFTY-FIVE (55) LOTS IN FIVE (5) BLOCKS, AND TWO (2) RESERVE AREAS, 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 V", A SUBDIVISION WITHIN 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 V" 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, THE 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. UTILITIES AND EASEMENTS

THE OWNER DOES HEREBY DEDICATE 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 REPLACING 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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.

1.1 UTILITY SERVICE:

1.1.1 WITHIN THE UTILITY EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE, AS DEPICTED ON THE ACCOMPANYING PLAT, STREET LIGHT POLES OR STANDARDS MAY BE SERVED ONLY BY UNDERGROUND CABLE AND ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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 OR RESERVE AREA, 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 OR RESERVE AREA, 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 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, 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 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 SUCH OWNER'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 EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

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 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(S) OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

1.2.3 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

1.3 WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1.3.1 EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED WITHIN SUCH LOT OR RESERVE AREA.

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, OR 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 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 SUCH OWNER'S 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 THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AND RESERVE AREA AGREES TO BE BOUND HEREBY.

1.4 SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER 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 FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

1.5 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, 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 SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG ALL STREETS IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND CITY OF TULSA ORDINANCES. SIDEWALKS ALONG THE PORTION OF RESERVE B ABUTTING THE INTERIOR PRIVATE STREET 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.

1.7 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 TO BE CONSTRUCTED BY THE OWNER AS SPECIFIED ABOVE) 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. RESERVE AREAS; MOWING OF GAS PIPELINE EASEMENT AREA

2.1 RESERVE A:

2.1.1 RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER, AS A PRIVATE STREET FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, THE OWNERS OF RESIDENTIAL LOTS WITHIN "THE ESTATES AT THE RIVER III", THE OWNERS OF RESIDENTIAL LOTS WITHIN "THE ESTATES AT THE RIVER IV", AND THE OWNERS OF LOTS WITHIN ANY OTHER RESIDENTIAL SUBDIVISION THAT IS PERMITTED BY THE OWNER OF RESERVE A TO USE THE PRIVATE STREET (AS EVIDENCED BY AN INSTRUMENT IN WRITING, RECORDED IN THE LAND RECORDS OF THE TULSA COUNTY CLERK), AND THEIR RESPECTIVE GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE LOTS IN THE SUBDIVISIONS AND THE PUBLIC STREETS ADJOINING THE SUBDIVISIONS, AND SHALL BE LIMITED TO USE FOR PRIVATE STREETS, FOR SIDEWALKS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING, SIGNAGE, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO "THE ESTATES AT THE RIVER PROPERTY OWNERS' ASSOCIATION" WHICH HAS BEEN FORMED, IN PART, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

2.1.2 THE OWNER HEREBY GRANTS TO THE CITY OF TULSA, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE AND 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, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

2.1.3 THE OWNER, FOR ITSELF AND ITS SUCCESSORS, HEREBY 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:

a. CONSTRUCT AND MAINTAIN STREETS EXTENDING THE FULL LENGTH OF RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF TULSA DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.
b. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.
c. 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 LICENSED 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.

2.1.4 THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE 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.

2.2 RESERVE B:

RESERVE B SHALL BE FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THE SUBDIVISION, THE OWNERS OF LOTS WITHIN "THE ESTATES AT THE RIVER", "THE ESTATES AT THE RIVER II", "THE ESTATES AT THE RIVER III", AND "THE ESTATES AT THE RIVER IV", THE OWNERS OF LOTS WITHIN ANY OTHER RESIDENTIAL SUBDIVISION THAT IS PERMITTED BY THE OWNER OF RESERVE B (AS EVIDENCED BY AN INSTRUMENT IN WRITING, RECORDED IN THE LAND RECORDS OF THE TULSA COUNTY CLERK), AND "THE ESTATES AT THE RIVER PROPERTY OWNERS' ASSOCIATION". RESERVE B SHALL BE LIMITED TO USE FOR ACCESS TO RESERVE B WITHIN "THE ESTATES AT THE RIVER IV", OPEN SPACE, LANDSCAPING, UTILITIES, AND PRIVATE RECREATIONAL FACILITIES AS MAY BE PERMITTED BY THE CITY OF TULSA, OKLAHOMA. RESERVE B IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, WHEREUPON, THE ASSOCIATION SHALL ASSUME MAINTENANCE AS REQUIRED HEREIN.

2.3 ALL RESERVE AREAS:

2.3.1 ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF. THE CITY OF TULSA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2.3.2 IN THE EVENT THE RESERVE AREA OWNER FAILS TO MAINTAIN THE RESERVE AREA AND SUBSEQUENTLY FAILS TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE BY AND 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, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA. THE CITY OF TULSA SHALL HAVE NO OBLIGATION TO UNDERTAKE MAINTENANCE OF ANY PORTION OF ANY RESERVE AREA OR ANY IMPROVEMENTS THEREIN.

2.3.3 EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF "THE ESTATES AT THE RIVER 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 ESTATES AT THE RIVER 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 ESTATES AT THE RIVER PROPERTY OWNERS' ASSOCIATION" OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

2.4 MOWING OF GAS PIPELINE EASEMENT AREA:

THE ESTATES AT THE RIVER PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MOWING, ON A REGULAR BASIS, THE AREA OF THE 30 FT. PIPELINE EASEMENT (BOOK 4135, PAGE 1731) CURRENTLY OWNED BY ONEOK GAS TRANSPORTATION, L.L.C.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE ESTATES AT THE RIVER V 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 PUD MINOR AMENDEMENT NO. 803-1 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON MARCH 4, 2015 AND

WHEREAS PUD MINOR AMENDEMENT NO. 803-4 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON FEBRUARY 21, 2018 AND

WHEREAS PUD MINOR AMENDEMENT NO. 803-7 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON SEPTEMBER 2, 2020 AND

WHEREAS, THE ESTATES AT THE RIVER V COMPRISES 16.179 ACRES OF THE 121.329 ACRES INCLUDED IN PUD NO. 803, AND/OR 0.00 OF THE 80.152 ACRES INCLUDED IN PUD MINOR AMENDEMENTS NO. 803-1 AND 803-4, AND OF THE 44.820 ACRES INCLUDED IN PUD MINOR AMENDMENT NO. 803-7.

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 INSURE 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 (PUD NO. 803-7)

GROSS LAND AREA:	704,741 SF	16.179 ACRES
NET LAND AREA:	704,741 SF	16.179 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.

DATE OF PREPARATION: October 27, 2022

PUD-803-7

THE ESTATES AT THE RIVER V

PART OF GOVERNMENT LOT SIX (6) 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 III. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

MAXIMUM NUMBER OF LOTS:	90 IN THIS SUBDIVISION (130 TOTAL IN PUD NO. 803-7)
MINIMUM LOT WIDTH †:	50 FEET
MINIMUM LOT AREA:	5,500 SF
MINIMUM LOT AREA PER UNIT:	5,500 SF
MINIMUM LIVABILITY SPACE PER LOT ††:	1,575 SF
MINIMUM BUILDING SETBACKS †††:	
FRONT YARD	20 FT
REAR YARD	15 FT
SIDE YARD	5 FT
SIDE YARD ABUTTING A PUBLIC STREET	15 FT
GARAGE FACING SIDE STREET	20 FT
MAXIMUM BUILDING HEIGHT:	40 FEET*

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

† LOT WIDTH IS AS DEFINED IN THE TULSA ZONING CODE PER PUD-803-4.

†† IN CONSIDERATION FOR THE REDUCTION IN LIVABILITY SPACE, ALL LOTS SHALL HAVE ACCESS TO COMMON OPEN SPACE CONTAINING NOT LESS THAN 315,250 SF, OR 2,425 SF PER LOT IF PLATTED IN PHASES. LIVABILITY SPACE IS DEFINED HEREIN AS "THE OPEN SPACE OF A LOT WHICH IS NOT ALLOCATED TO OR USED FOR OFF-STREET PARKING AREAS OR FOR PAVED ACCESS TO OFF-STREET PARKING AREAS. HOWEVER, UNENCLOSED PARKING AREAS OR PAVED ACCESS TO PARKING AREAS WITHIN THE REAR YARD ACCESSORY TO A SINGLE-FAMILY OR DUPLEX DWELLING SHALL BE CONSIDERED LIVABILITY SPACE."

††† SETBACKS MAY BE INCREASED WHERE EASEMENTS EXCEED YARD SETBACKS PROVIDED HEREIN .

MAXIMUM DRIVEWAY WIDTH:	
WITHIN STREET RIGHT-OF-WAY	26 FT
WITHIN STREET SETBACK	26 FT

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 THREE (3) (TOTAL PUD) ALONG THE SOUTH HUDSON AVENUE FRONTAGE, NONE 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 ADJACENT TO RESIDENTIAL PROPERTIES NOT EXCEEDING SIX (6) FEET IN HEIGHT (WITH A MAXIMUM COLUMN HEIGHT OF 8').

SECTION IV. PROPERTY OWNERS' ASSOCIATION

4.1 FORMATION OF PROPERTY OWNERS' ASSOCIATION:

THE OWNER HAS CAUSED 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, PLAT NO. 6664, THE ESTATES AT THE RIVER II, PLAT NO. 6840, THE ESTATES AT THE RIVER III, PLAT NO. 6953, THE ESTATES AT THE RIVER IV, PLAT NO. 7048, "THE ESTATES AT THE RIVER V," 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 RESERVES A AND B WITHIN THE SUBDIVISION AND 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.

4.2 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.

4.3 ASSESSMENT:

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

4.4 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 V. PRIVATE RESTRICTIONS

THE OWNER 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, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

5.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW:

5.1.1 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 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.

5.1.2 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, IT 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.

5.1.3 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE TRANSFERRED TO "THE ESTATES AT THE RIVER PROPERTY OWNERS' ASSOCIATION" UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

5.2 USE OF LAND:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, IF PERMITTED UNDER SECTION 50.020 OF THE CITY OF TULSA ZONING CODE, ANY LOT OWNED OR DESIGNATED BY THE OWNER MAY BE USED FOR MODEL HOMES OR RESIDENTIAL SALES AND LEASING OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

5.3 SETBACKS:

5.3.1 STREET AND EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERECTED NEARER TO A STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

5.3.2 SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.

5.3.3 REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 15 FEET.

5.4 ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS:

ADDITIONAL RESTRICTIONS AND COVENANTS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT.

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

6.1 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. UTILITIES AND EASEMENTS AND SECTION II. RESERVE AREAS; MOWING OF GAS PIPELINE EASEMENT AREA 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. 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 SUBDIVISION, AND THE ASSOCIATION. THE COVENANTS CONTAINED IN SECTION IV. PROPERTY OWNERS' ASSOCIATION AND SECTION V. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ALL LOT OWNERS WITHIN "THE ESTATES AT THE RIVER V" AND THE ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS III., IV., OR V., IT SHALL BE LAWFUL FOR ANY OWNERS OF A LOT IN THE SUBDIVISION 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 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 IN THE SUBDIVISION OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS 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.

6.2 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.

6.3 AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I. UTILITIES AND EASEMENTS AND II. RESERVE AREAS; MOWING OF GAS PIPELINE EASEMENT AREA 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 III. 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. 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; 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.

6.4 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, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 31 DAY OF Oct, 2022.

121ST STREET PROPERTY, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JULIUS PUMA, MANAGER OF LLC

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 31 DAY OF Oct, 2022, PERSONALLY APPEARED JULIUS PUMA TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 121ST STREET PROPERTY, LLC 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, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024 _____
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 V", 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 31 DAY OF Oct, 2022.

Dan Edwin Tanner 1435

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 31 DAY OF Oct, 2022, 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 THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024 _____
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

DATE OF PREPARATION: October 27, 2022