Tulsa County Clerk - EARLENE WILSON
Doc# 04124393 Pgs 1
Receipt # 757068 10/13/04 16:02:31
Fee 30.00
#000757068001#

The Reserve at Harvard Ponds

PART OF THE NE/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON 9-27-04
BY _____
MAYOR - VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.
BY _____
CITY MANAGER - CITY CLERK

PLAT No. 5822

Street Addresses

Block 1
Lot 1 14451 S. Gary Ct. OR 3294 E 144th Pl. S.
2 14461 S. Gary Ct.
3 14471 S. Gary Ct.
4 14481 S. Gary Ct.
5 14492 S. Gary Ct.
6 14482 S. Gary Ct.
7 14472 S. Gary Ct.
8 14462 S. Gary Ct.
9 14452 S. Gary Ct.
10 14445 S. Gary Pl.
11 14451 S. Gary Pl.
12 14463 S. Gary Pl.
13 14481 S. Gary Pl.
14 14489 S. Gary Pl.
15 14497 S. Gary Pl.
16 14513 S. Gary Pl.
17 3255 E. 145th Pl. S. OR 14533 S. Gary Pl.
18 3261 E. 145th Pl. S.
19 3279 E. 145th Pl. S.
20 3291 E 145th Pl. S.

Block 2
Lot 1 14451 S. Gary Ct. OR 3294 E. 145h Pl. S.
2 3280 E. 145th Pl. S.
3 3270 E. 145th Pl. S.
4 3260 E. 145th Pl. S.
5 14563 S. Gary Pl. OR 3250 E 145th Pl. S.
6 14585 S. Gary Pl.
7 3242 E. 146th St. S.
8 3236 E. 146th St. S.
9 3230 E. 146th St. S.
10 3224 E. 146th St. S.
11 3218 E. 146th St. S.
12 3212 E. 146th St. S.
13 3206 E. 146th St. S.

Block 3
Lot 1 3198 E. 146th St. S. OR 14604 S. Gary Ave.
2 3182 E. 146th St. S.
3 3166 E. 146th St. S.
4 3150 E. 146th St. S.
5 3134 E. 146th St. S.
6 3118 E. 146th St. S.
7 3102 E. 146th St. S.
8 14590 S. Florence Ave.
9 14576 S. Florence Ave.
10 14562 S. Florence Ave.
11 14548 S. Florence Ave.
12 14534 S. Florence Ave.
13 14520 S. Florence Ave.
14 14506 S. Florence Ave.
15 14490 S. Florence Ave.
16 14474 S. Florence Ave. OR 3086 E. 144th Pl. S.

Block 4
Lot 1 14575 S. Florence Ave. OR 3121 E. 146th St. S.
2 14561 S. Florence Ave.
3 14547 S. Florence Ave.
4 14533 S. Florence Ave.
5 14519 S. Florence Ave. OR 3106 E. 145th St. S.
6 14506 S. Florence Ave. OR 3124 E. 145th St. S.
7 14528 S. Florence Pl. S.
8 14550 S. Florence Pl. S.
9 14572 S. Florence Pl. S.
10 14584 S. Florence Pl. S. OR 3153 E. 146th St. S.

Block 5
Lot 1 14583 S. Florence Pl. S. OR 3185 E. 146th St. S.
2 14571 S. Florence Pl. S.
3 14549 S. Florence Pl. S.
4 14527 S. Florence Pl. S.
5 14505 S. Florence Pl. S. OR 3138 E. 145th St. S.
6 14520 S. Gary Ave. OR 3174 E. 145th St. S.
7 14536 S. Gary Ave.
8 14554 S. Gary Ave.
9 14570 S. Gary Ave.
10 14584 S. Gary Ave. OR 3195 E. 146th St. S.

Block 6
Lot 1 14585 S. Gary Ave. OR 3211 E. 146th St. S.
2 14569 S. Gary Ave.
3 14553 S. Gary Ave.
4 14537 S. Gary Ave.
5 14521 S. Gary Ave.
6 14505 S. Gary Ave.
7 3199 E 145th St. S.
8 3187 E. 145th St. S.
9 3175 E. 145th St. S.
10 3163 E. 145th St. S.
11 3151 E. 145th St. S.
12 3139 E. 145th St. S.

Block 6 (Cont.)
14 3115 E. 145th St. S.
15 3103 E. 145h St. S. OR 14489 S. Florence Ave.
16 3104 E. 144th Pl. S. OR 14471 S. Florence Ave.
17 3118 E. 144th Pl. S.
18 3132 E. 144th Pl. S.
19 3148 E. 144th Pl. S.
20 3162 E. 144th Pl. S.
21 3178 E. 144th Pl. S.
22 3194 E. 144th Pl. S.
23 3210 E. 144th Pl. S.
24 3226 E. 144th Pl. S.
25 3242 E. 144th Pl. S.
26 3258 E. 144th Pl. S. OR 14450 S. Gary Pl. S.
27 14464 S. Gary Pl. S.
28 14482 S. Gary Pl. S.
29 14498 S. Gary Pl. S.
30 14514 S. Gary Pl. S.
31 14530 S. Gary Pl. S.
32 14546 S. Gary Pl. S.
33 14562 S. Gary Pl. S.
34 14578 S. Gary Pl. S. OR 3225 E. 146th St. S.

Block 7
Lot 1 3115 E. 144th Pl. S. OR 14441 S. Florence Ave.
2 3131 E. 144th Pl. S.
3 3147 E. 144th Pl. S.
4 3163 E. 144th Pl. S.
5 3179 E. 144th Pl. S.
6 3193 E. 144th Pl. S. OR 14438 S. Gary Ave.
7 14424 S. Gary Ave.
8 14410 S. Gary Ave.
9 3182 E. 144th St. S.
10 3166 E. 144th St. S.
11 3150 E. 144th St. S.
12 3136 E. 144th St. S.
13 3124 E. 144th St. S.
14 3110 E. 144th St. S. OR 14403 S. Florence Ave.

Block 8
Lot 1 14361 S. Forence Ave. OR 3111 E. 144th St. S.
2 3125 E. 144th St. S.
3 3139 E. 144th St. S.
4 3151 E. 144th St. S.
5 3167 E. 144th St. S.
6 3181 E. 144th St. S.
7 3195 E. 144th St. S.
8 14340 S. Gary Ave.
9 14326 S. Gary Ave.
10 14312 S. Gary Ave. OR 3172 E. 143rd St. S.
11 3164 E. 143rd St. S.
12 3156 E. 143rd St. S.
13 3148 E. 143rd St. S.
14 3140 E. 143rd St. S.
15 3132 E. 143rd St. S.
16 3124 E. 143rd St. S.
17 3116 E. 143rd St. S. OR 14341 S. Florence Ave.

Block 9
Lot 1 14460 S. Florence Ave. OR 3087 E. 144th Pl. S.
2 14446 S. Florence Ave.
3 14432 S. Florence Ave.
4 14418 S. Florence Ave.
5 14404 S. Florence Ave.
6 14382 S. Florence Ave.
7 14362 S. Florence Ave.
8 14342 S. Florence Ave.
9 14322 S. Florence Ave.
10 14302 S. Florence Ave.
11 3101 E. 143rd St. S.
12 3109 E. 143rd St. S.
13 3117 E. 143rd St. S.
14 3125 E. 143rd St. S.
15 3133 E. 143rd St. S.
16 3141 E. 143rd St. S.
17 3149 E. 143rd St. S.
18 3157 E. 143rd St. S.
19 3165 E. 143rd St. S.
20 3173 E. 143rd St. S.
21 3181 E. 143rd St. S.
22 3189 E. 143rd St. S.
23 14305 S. Gary Ave.
24 14317 S. Gary Ave.
25 14329 S. Gary Ave.

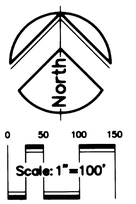
Block 10
Lot 1 3265 E. 144th Pl. S.
2 3271 E. 144th Pl. S.
3 3277 E. 144th Pl. S.
4 3289 E. 144th Pl. S.

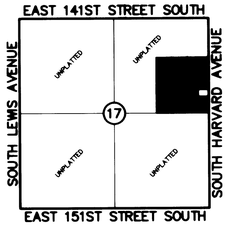
CERTIFICATE

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 $ 509.00 per trust receipt no. 6026 to be applied to 20 04 taxes. This certificate is NOT to be construed as payment of 20 04 taxes in full but is given in order that this plat may be filed of record. 20 taxes may exceed the amount of security on deposit.

Dated this 13th day of October, 2004
Travis Sempler
Travis Sempler
County Treasurer
Deputy







Location Map
SCALE: 1"=2000'

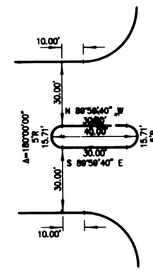
ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LINE
U/E = UTILITY EASEMENT
B/U = BUILDING LINE AND UTILITY EASEMENT

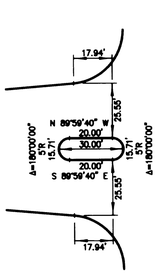
SUBDIVISION CONTAINS
ONE HUNDRED SIXTY ONE (161) LOTS
IN TEN (10) BLOCKS AND FIVE (5) RESERVES

GROSS SUBDIVISION AREA: 51.329 ACRES

Basis of Bearings

THE BASIS OF BEARINGS IS AN ASSUMED BEARING OF SOUTH 0°00'20" WEST ALONG THE EASTERLY LINE OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST.





Curve Information

CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)
1	39.27'	25.00'	90°00'00"	23	38.33'	25.00'	90°08'00"
2	40.80'	25.00'	93°30'38"	24	17.85'	25.00'	40°27'43"
3	21.03'	25.00'	48°11'23"	25	148.28'	50.00'	171°03'28"
4	241.19'	50.00'	276°22'46"	26	39.19'	25.00'	89°46'04"
5	148.39'	270.00'	31°29'24"	27	38.35'	25.00'	90°10'58"
6	201.59'	330.00'	35°00'00"	28	148.19'	50.00'	170°57'47"
7	22.05'	530.00'	2°23'02"	29	17.80'	25.00'	40°19'34"
8	257.71'	470.00'	31°24'56"	30	17.85'	25.00'	40°27'05"
9	32.78'	25.00'	75°07'06"	31	17.84'	25.00'	40°28'20"
10	43.29'	25.00'	99°12'27"	32	148.98'	50.00'	170°41'45"
11	85.12'	275.00'	17°44'04"	33	17.85'	25.00'	40°27'06"
12	50.45'	225.00'	12°50'51"	34	148.14'	50.00'	170°54'16"
13	74.42'	120.00'	35°32'00"	35	63.05'	90.00'	40°08'12"
14	105.43'	170.00'	35°32'00"	36	98.07'	140.00'	40°08'12"
15	92.98'	150.00'	35°30'56"	37	33.43'	25.00'	76°36'40"
16	61.99'	100.00'	35°30'56"	38	36.46'	25.00'	83°33'30"
17	37.20'	25.00'	85°15'55"	39	81.70'	175.00'	26°44'52"
18	39.28'	25.00'	89°58'56"	40	52.78'	125.00'	24°11'31"
19	39.28'	25.00'	90°01'04"	41	69.71'	225.00'	17°45'01"
20	17.85'	25.00'	40°28'33"	42	122.58'	175.00'	40°08'12"
21	39.21'	25.00'	89°52'00"	43	40.75'	25.00'	93°23'01"
22	148.01'	50.00'	170°45'06"	44	202.28'	530.00'	21°52'01"

OWNER:
Spartan Development, LLC.
AN OKLAHOMA LIMITED LIABILITY COMPANY
14650 South Harvard
Bixby, Oklahoma 74008
Phone: (918) 366-2828

SURVEYOR:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S.
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

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

The Reserve at Harvard Ponds

PART OF THE NE/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED.
BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON 9/27/04
BY _____
MAYOR - VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE
IS NOT ENDORSED BY THE CITY MANAGER OR
CITY CLERK.
BY _____
CITY MANAGER - CITY CLERK

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED SPARTAN DEVELOPMENT LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

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

BEGINNING AT THE SOUTHEAST CORNER OF SAID NE/4; THENCE SOUTH 89°51'16" WEST ALONG THE SOUTHERLY LINE OF THE NE/4, FOR A DISTANCE OF 1465.62 FEET TO A POINT; THENCE NORTH 0°00'44" WEST FOR A DISTANCE OF 1327.22 FEET TO A POINT; THENCE NORTH 0°00'16" WEST FOR A DISTANCE OF 233.39 FEET TO A POINT; THENCE NORTH 89°48'20" EAST FOR A DISTANCE OF 1466.07 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF THE NE/4; THENCE SOUTH 0°00'20" WEST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 911.51 FEET TO A POINT; THENCE NORTH 89°59'40" WEST AND PERPENDICULAR TO THE EASTERLY LINE, FOR A DISTANCE OF 290.00 FEET TO A POINT; THENCE SOUTH 0°00'20" WEST AND PARALLEL WITH THE EASTERLY LINE, FOR A DISTANCE OF 181.50 FEET TO A POINT; THENCE SOUTH 89°59'40" EAST AND PERPENDICULAR TO THE EASTERLY LINE, FOR A DISTANCE OF 290.00 FEET TO A POINT ON THE EASTERLY LINE; THENCE SOUTH 0°00'20" WEST ALONG THE EASTERLY LINE, FOR A DISTANCE OF 468.85 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,235,904 SQUARE FEET, OR 51.329 ACRES.

AND DOES HEREBY CERTIFY THAT OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THE PLAT AND SUBDIVIDED INTO TEN (10) BLOCKS, ONE HUNDRED SIXTY-TWO (162) LOTS, FOUR (4) RESERVE AREAS, AND STREETS AND HAS DESIGNATED THE SAME AS THE RESERVE AT HARVARD PONDS, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION").

SECTION 1. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, CABLE TELEVISION LINES, AND OTHER SERVICES TOGETHER WITH ALL FITTINGS, INCLUDING POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER AND ITS ASSIGNS HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES, SEWER LINES, STORM SEWER LINES, AND OTHER SERVICES, 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 AND/OR STORM SEWER AND/OR OTHER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH PROPERTY OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, 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 THEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, FENCING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

ALL STREETS SHALL BE GRADED, BASE MATERIAL APPLIED AND SURFACE PAVED IN ACCORDANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY, TO INCLUDE CURBS AND GUTTERS, STREET NAME SIGNS IN PLACE, VISUAL SCREENS ESTABLISHED, UTILITIES AND STREET LIGHTS INSTALLED, AND DRAINAGE STRUCTURES CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER BY THE OWNER, AT THEIR EXPENSE AND IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME HOMES ARE CONSTRUCTED ON EACH LOT AT THE SOLE COST OF THE PROPERTY OWNER.

THE DEVELOPER SHALL MAINTAIN ALL STREETS, CURBS, AND STORM SEWERS IN GOOD REPAIR FOR A PERIOD OF 2 YEARS AFTER THE DATE OF THE CITY OF BIXBY'S FINAL WRITTEN ACCEPTANCE OF SUCH IMPROVEMENT.

1.1 ELECTRIC, TELEPHONE, CABLE TELEVISION AND OTHER SERVICES

1.1.1 ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE.

1.1.2 UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION OF CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF THE SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE. THIS EASEMENT SHALL TERMINATE WHEN SAID SERVICE CABLE IS NO LONGER IN USE BY THE SUPPLIER.

1.1.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED 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 OTHER SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

1.1.5 THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

1.1.6 THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICE FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER SERVICES, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.2 WATER AND SANITARY SERVICE

1.2.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR STORM SEWER. WITHIN THE 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 OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH PUBLIC WATER, AND SEWER MAINS, SHALL BE PROHIBITED.

1.2.2 THE CITY OF BIXBY, OR ITS SUCCESSORS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.3 THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

1.2.4 THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.2.5 THE DEVELOPER SHALL MAINTAIN ALL WATER AND SANITARY SEWER LINES IN GOOD REPAIR FOR A PERIOD OF 2 YEARS AFTER THE DATE OF THE CITY OF BIXBY'S FINAL WRITTEN ACCEPTANCE OF SUCH IMPROVEMENT.

1.2.6 WATERLINES LESS THAN 6" DIAMETER AND SANITARY SEWER LINES LESS THAN 8" DIAMETER ARE PRIVATE SERVICE LINES AND THE OWNERSHIP, MAINTENANCE, REPAIR, REMOVAL AND/OR REPLACEMENT SHALL BE THE RESPONSIBILITY FO THE LOT OWNERS SERVED BE SAID LINES.

1.3 GAS SERVICE

1.3.1 THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.3.2 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THEIR LOT, AND THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THEIR AGENT OR CONTRACTORS.

1.3.3 THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 STORM SEWER

1.4.1 THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS, WITH THEIR EQUIPMENT, TO ALL STORM SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

1.4.2 NO PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORM SEWER EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

1.4.3 THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

1.4.4 THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4.5 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF THE STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER, SHALL BE PROHIBITED.

1.5 LANDSCAPING AND OTHER PRIVATE IMPROVEMENTS WITHIN EASEMENTS

1.5.1 THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY LANDSCAPING, PAVING, FENCING OR OTHER IMPROVEMENTS AFFECTED BY NECESSARY MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, ELECTRIC OR OTHER SERVICE FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR SUPPLIER OF UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION 2. SURFACE DRAINAGE

2.1 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 PROPERTY 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. NO PROPERTY OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF DRAINAGE OF SURFACE STORMWATER FROM THE ORIGINAL APPROVED CONSTRUCTION PLANS FILED AT THE CITY OF BIXBY. THE PROPERTY OWNER SHALL PREVENT THE ALTERATION OF GRADE WITHIN ALL EASEMENT AREAS FROM THE ORIGINAL CONTOURS (FINISH GRADE) OR ALLOW ANY CONSTRUCTION ACTIVITY THAT MAY INTERFERE WITH SUCH PUBLIC WATER MAINS, VALVES, STORM SEWERS, AND OR PUBLIC SANITARY SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

SECTION 3. RESERVE AREAS

THE OWNER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREAS DESIGNATED AS 'RESERVE' FOR THE PURPOSES OF STORMWATER DETENTION (RESERVES A & B), AND CONSTRUCTING CENTER ISLANDS FOR LANDSCAPING (RESERVES C & D). MAINTENANCE RESPONSIBILITY OF SAID RESERVE AREAS SHALL BE ENFORCED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE ASSOCIATION.

THE USE OF RESERVE AREA E SHALL BE LIMITED TO COMMON AREA LANDSCAPING, OUTDOOR SWIMMING POOLS, RESTROOM FACILITIES AND RELATED AMENITIES.

SECTION 4. LIMITS OF NO ACCESS

COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

SECTION 5. SIDEWALKS

5.1 INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY PRIOR TO FINAL INSPECTION BY THE CITY OF BIXBY OF THE HOUSE CONSTRUCTION ON THE LOT. SIDEWALKS SHALL BE MAINTAINED IN GOOD REPAIR BY THE PROPERTY OWNER OR PROPERTY OWNERS' ASSOCIATION (SEE 7.30).

SECTION 6. THE PROPERTY OWNERS' ASSOCIATION

6.1 PROPERTY OWNERS' ASSOCIATION: THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE RESERVE AT HARVARD PONDS, HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING, BUT NOT WITHOUT LIMITATION, COMMON AREAS, THE POOL AREA, LANDSCAPING, FENCING, RESERVES AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS LEGACY.

6.2 MEMBERSHIP: MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY TO EACH LOT OWNER IN THE RESERVE AT HARVARD PONDS, BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT, OR ONE YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER AND DEVELOPER TO A LOT BUYER, WHICHEVER OCCURS FIRST. MEMBERSHIP MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION.

6.3 DUES AND ASSESSMENTS: DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES AND ASSESSMENTS.

6.4 COVENANT FOR ASSESSMENTS: THE OWNER OF EACH LOT, SUBSEQUENT TO THE DEVELOPER, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE PROPERTY OWNERS' ASSOCIATION DUES AND PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE RESERVE AT HARVARD PONDS, ANY DUES OR ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

6.5 CERTAIN RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER.

6.6 SUBJECT TO A MAJORITY VOTE OF ITS MEMBERS THE PROPERTY OWNERS' ASSOCIATION MAY MERGE WITH ANOTHER HOMEOWNERS OR THE PROPERTY OWNERS' ASSOCIATION.

SECTION 7. ARCHITECTURAL COMMITTEE

7.1 THE RESERVE AT HARVARD PONDS **ARCHITECTURAL COMMITTEE** IS HEREBY FORMED. MEMBERS WILL BE APPOINTED BY THE OWNER AND DEVELOPER; THE COMMITTEE IS FORMED TO REVIEW AND CONSIDER FOR APPROVAL PLANS FOR ANY STRUCTURE PRIOR TO IT BEING BUILT IN THE RESERVE AT HARVARD PONDS. THE COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THE PROVISIONS OF SECTIONS 6 AND 7, AND FOR ALL OTHER DEVELOPMENT AND CONSTRUCTION STANDARDS. AT A POINT MUTUALLY AGREEABLE TO THE OWNER AND DEVELOPER AND THE PROPERTY OWNERS' ASSOCIATION, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION. THE ASSOCIATION SHALL ESTABLISH A DULY AUTHORIZED COMMITTEE FROM THE MEMBERSHIP.

7.2 **ARCHITECTURAL REVIEW:** NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THE RESERVE AT HARVARD PONDS UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIALS THEREOF, PLOT PLAN (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING ON THE LOT), ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAS BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS, AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. 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, DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE SHALL CEASE ON DECEMBER 1, 2020. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

7.3 **LIVING AREA COMPUTATION:** THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACE, OR ATTICS. LIVING AREA COMPUTATION SHALL BE MEASURED HORIZONTALLY AT THE TOP PLATE LEVEL FROM OUTSIDE OF FRAME TO THE OUTSIDE OF FRAME. LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES IN HEIGHT, EXCEPT FOR THE SECOND FLOOR WHICH SHALL BE SEVEN FEET SIX INCHES FOR AT LEAST ONE HALF OF THE AREA TO BE INCLUDED. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

7.4 **STEM WALLS:** CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

7.5 **GARAGES:**

7.5.1 ENCLOSED GARAGES PROVIDING FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE BUILT ON EACH LOT.

7.5.2 CARPORTS ARE NOT PERMITTED.

7.5.3 GLASS IN GARAGE DOORS IS NOT PERMITTED.

7.5.4 GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY FEET.

7.6 **DRIVEWAYS:** DRIVEWAYS ARE REQUIRED ON EACH LOT, AND SHALL BE CONSTRUCTED OF ALL WEATHER SURFACE SUCH AS CONCRETE, BRICK, OR OTHER MASONRY MATERIALS ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE. DRIVEWAYS MUST EXTEND FROM STREET TO GARAGE DOOR OPENING.

7.7 **PRE-EXISTING BUILDINGS:** NO PRE-EXISTING OR OFFSITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

7.8 **GARAGE/YARD SALES:** GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER PROPERTY OWNER EACH TWELVE (12) MONTH PERIOD UNLESS INDIVIDUALLY (EACH TIME) APPROVED BY THE PROPERTY OWNERS' ASSOCIATION.

7.9 **FENCES:**

7.9.1 NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH 7.9.4 BELOW.

7.9.2 IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH 7.9.4 BELOW.

7.9.3 ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3 1/2) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

7.9.4 FENCES MAY NOT EXCEED 6 FEET IN HEIGHT.

7.10 **SCREENING OF GROUND MOUNTED EQUIPMENT**: HVAC, SOLAR HEATING EQUIPMENT, AND POOL EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY OWNERS WITH SUFFICIENT LANDSCAPING OR FENCING.

7.11 **ROOFS:**

7.11.1 RESIDENCE SHALL HAVE A ROOF PITCH OF AT LEAST 8/12 OVER 75% OF THE ROOF AREA. A ROOF PITCH OF LESS THAT 6/12 IS NOT PERMITTED EXCEPT FOR PORCHES OR COVER PATIOS, WHICH MAY HAVE A MINIMUM PITCH OF 4/12.

7.11.2 ROOF SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 25 YEAR OR GREATER RATING.

7.11.3 THE COLOR DESIGNATED BY THE MANUFACTURER SHALL BE "THUNDERSTORM GRAY OR EQUIVALENT".

7.11.4 THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON PRIOR WRITTEN REQUEST EXCEPTIONS TO THESE ROOF MATERIALS AND PITCH REQUIREMENTS. APPROVAL MAY BE GRANTED WHEN DEEMED APPROPRIATE BY THE COMMITTEE TO RECOGNIZE HISTORICAL ARCHITECTURAL STYLES, OR SIGNIFICANT PHYSICAL CHARACTERISTICS OF A HOUSE PLAN OR BUILDING.

7.12 **POOLS**: OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. A TEMPORARY CHILD'S WADING OR PLAY POOL IS PERMITTED. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETSCAPE.

7.13 **LIGHTING:** EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.

7.14 **ANTENNAS:** OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN SMALL (LESS THAN 20") SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD ITS VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL. ELECTRONIC RECEPTION DEVICES SHALL NOT EXTEND ABOVE THE ROOFLINE.

7.15 **ROOF MOUNTED EQUIPMENT:** ROOF MOUNTED EQUIPMENT INCLUDING MECHANICAL, AIR CONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SMALL (LESS THAN 20") SATELLITE DISHES, SEE PROVISION ABOVE.

7.16 **BOATS, TRAILERS, CAMPERS, ETC:** RECREATIONAL VEHICLES, BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

7.17 **CLEAN LOTS:** THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS.

7.18 **GARBAGE:** ALL HOUSEHOLD GARBAGE, TRASHCANS, RUBBISH OR LITTER SHALL BE STORED FROM STREET VIEW UNTIL 12 HOURS BEFORE THE DESIGNATED DATE FOR COLLECTION.

7.19 **CLOTHES LINES:** NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

7.20 **UPKEEP:** ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

7.21 **SIGNS:** NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE". NOT WITHSTANDING ABOVE, THE DEVELOPER SHALL BE ALLOWED TO INSTALL ANY SIGN(S) NECESSARY FOR THE PURPOSES CONNECTED WITH THE DEVELOPMENT. THE ARCHITECTURAL COMMITTEE MAY APPROVE OTHER SIGNS UPON WRITTEN REQUEST.

7.22 **MAILBOX**: SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE RESERVE AT HARVARD PONDS BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN THE RESERVE AT HARVARD PONDS SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 6 FEET FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

7.23 **ROOFTOP PROTRUSIONS:** SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED A COLOR TO BLEND WITH THE ROOF MATERIAL.

7.24 **STORAGE AND MATERIALS:** NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITH IN NINE (9) MONTHS. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

7.25 **LANDSCAPE:** ALL LOTS SHALL BE SODDED AND LANDSCAPED WITHIN 10 DAYS OF OCCUPANCY OR 10 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST.

7.26 **PRESERVATION OF TREES:** IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES IN ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

7.27 **DRAINAGE:** EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT THE CITY OF BIXBY. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THEIR LOT IS GRADED IN ACCORDANCE WITH SAID GRADING PLAN. IF A LOT HAS NOT BEEN GRADED PROPERLY, THE PROPERTY OWNER WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN. THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM 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 THEIR LOT. THE FORGOING COVENANTS SET FORTH IN THIS PARAGRAPH MAY BE ENFORCEABLE BY ANY EFFECTED LOT OWNER, THE CITY OF BIXBY, THE DEVELOPER, AND/OR THE PROPERTY OWNERS' ASSOCIATION.

7.28 **RETAINING WALLS:** RETAINING WALLS SHALL BE CONSTRUCTED OF BRICK, STONE, STUCCO, OR GRADE "A" RAILROAD TIES. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

7.29 **WASHING OUT OF CONCRETE TRUCKS OR CONCRETE SPILLS:** READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY IN WHICH THE CONCRETE IS BEING DELIVERED. PROPERTY OWNERS SHALL BE RESPONSIBLE TO OTHER PROPERTY OWNERS FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT REMAINS ON THEIR LOT. THE INTENDED PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

7.30 **SIDEWALKS:** IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION TO ESTABLISH A POLICY AND PROCEDURE WHEREBY SIDEWALKS SHALL BE MAINTAINED.

7.31 **ANIMALS:** NO LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

7.32 **WINDOWS:** IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE, THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

7.33 **NOISE:** EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENTS' PROPERTY IS NOT PERMITTED.

7.34 **SPECIFIC REQUIREMENTS FOR "THE RESERVE AT HARVARD PONDS".**

7.34.1 THE FOLLOWING REQUIREMENTS APPLY SPECIFICALLY TO THE **RESERVE AT HARVARD PONDS**:

7.34.1.1 **MINIMUM SQUARE FEET:** MINIMUM SQUARE FOOTAGE OF LIVING AREA SHALL BE 1,800 SQUARE FEET FOR A SINGLE STORY HOME. A ONE AND ONE-HALF AND TWO STORY HOME SHALL CONTAIN A MINIMUM OF 2,100 SQUARE FEET WITH A MINIMUM OF 1,500 SQUARE FEET LOCATED ON THE GROUND FLOOR.

7.34.1.2 **MASONRY:** A MINIMUM OF 70% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.

7.34.1.3 **MINIMUM TREES:** IF A LOT DOES NOT HAVE A MINIMUM OF EXISTING TREE IN WHAT WILL BE THE FRONT YARD AND 1 EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 2" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE.

7.34.1.4 **PRIVACY FENCES:** FENCES SHALL BE 'PRIVACY' TYPE FENCING CONSISTING OF WOOD OR WOOD AND MASONRY IN COMBINATION. FENCES SHALL BE SOLID IN NATURE AND BE A MINIMUM OF 6 FEET IN HEIGHT IN ORDER TO PROVIDE VISUAL SEPARATION. ALONG REAR LOT LINES IN BLOCKS 2, 3, 9, 10, AND LOTS 4 THROUGH 20 OF BLOCK 1 FENCING CAN EITHER BE THE TYPICAL WOOD PRIVACY TYPE OR A RANCH RAIL WITH BLACK CHAIN LINK TYPE FENCE.

7.34.1.5 **MINIMUM SEPARATION:** THE MINIMUM SEPARATION BETWEEN RESIDENCES SHALL BE TEN (10) FEET. THE MINIMUM SIDE YARD SETBACK SHALL BE FIVE (5) FEET WHEN NO ADJACENT HOME HAS BEEN BUILT. THE MINIMUM SIDE YARD SETBACK IS FIVE (5) FEET.

7.34.1.6 **OUTBUILDINGS, ETC**: OUTBUILDINGS SHALL NOT BE PERMITTED ON ANY LOT WITHIN THE SUBDIVISION.

7.35 **LAW COMPLIANCE:** EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, COUNTY, OR LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS REGARDING USE AND OCCUPANCY OF OWNER'S PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING, LAND USE, AND HEALTH AND SAFETY ISSUES.

7.36 **LEASING:** IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF THE PROPERTY OWNERS' ASSOCIATION, AND THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. THE OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO THE TENANT. THE OWNER SHALL INSURE THAT THE TENANT COMPLIES WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER, DEVELOPER, AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT AND THE ADDRESS AND PHONE NUMBER WHERE THE PROPERTY OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNER'S ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION ON THE PART OF THE TENANT.

7.37 THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION, AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN THE SUBDIVISION OR THE OVERALL APPEARANCE OF THE SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

7.38 THE OWNER AND DEVELOPER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIME, SO LONG AS IT IS OWNER OF TWO OR MORE LOTS, TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION 7 BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE COUNTY CLERK'S OFFICE AT THE COURT HOUSE OF TULSA COUNTY, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF THE PROPERTY OWNERS' ASSOCIATION, THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS AND CERTIFICATE OF INCORPORATION OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY (60) PERCENT OF THE MEMBERS OF THE ASSOCIATION.

SECTION 8. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION AND SEVERABILITY

8.1 **ENFORCEMENT AND DURATION:** THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF THE UNDERSIGNED LOT OWNER, OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSONS OWNING A LOT SITUATED WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

8.2 **SEVERABILITY**: THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITIONS AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED.
BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON
BY
MAYOR VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE
IS NOT ENDORSED BY THE CITY MANAGER AND
CITY MANAGER CITY CLERK

DEFINITIONS: IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON JANUARY 1, 2003 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, "SPARTAN DEVELOPMENT LLC" HAS EXECUTED THIS INSTRUMENT ON THIS 1 DAY OF October, 2004.

SPARTAN DEVELOPMENT LLC
A LIMITED LIABILITY COMPANY

ATTEST: BY:

BY: ITS MEMBER/MANAGER, H & N DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Mike K Wallace
MANAGER

BY: ITS MEMBER/ASSOCIATE MANAGER SPARTAN DEVELOPMENT LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Mike K Wallace
MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1 DAY OF OCTOBER, 2004, PERSONALLY APPEARED MIKE WALLACE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER/MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

5/13/06 — Sharolyn S. Nelson — NOTARY PUBLIC
MY COMMISSION EXPIRES:

SHAROLYN S. NELSON NOTARY PUBLIC OKLAHOMA 02008339 TULSA COUNTY

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1 DAY OF OCTOBER, 2004, PERSONALLY APPEARED MIKE WALLACE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER/MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

5/13/06 — Sharolyn S. Nelson — NOTARY PUBLIC
MY COMMISSION EXPIRES:

SHAROLYN S. NELSON NOTARY PUBLIC OKLAHOMA 02008339 TULSA COUNTY

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE "FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISION REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME: AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 30 DAY OF Sept ,2004.

BY:
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA NO. 1435

REGISTERED PROFESSIONAL LAND SURVEYOR DAN EDWIN TANNER 1435 OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30 DAY OF September, 2004, PERSONALLY APPEARED DAN E. TANNER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED 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.

5/13/06 — Sharolyn S. Nelson — NOTARY PUBLIC
MY COMMISSION EXPIRES:

SHAROLYN S. NELSON NOTARY PUBLIC OKLAHOMA 02008339 TULSA COUNTY