PREPARED BY: SISEMORE WEISZ & ASSOCIATES, INC.
DRAWING: 3286PLT.DWG

Tulsa County Clerk - JOAN HASTINGS
Doc# 00081609 Pgs 1 B/P 6399/1779-1779
Receipt # 457044 08/07/00 11:20:12
Fee 10.00
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RECEIVED
JUL 11 2000
TULSA METRO. AREA PLANNING COMM.

# Stonewall Estates

PART OF THE E/2 OF THE NE/4 OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 13 EAST, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA

## P.U.D. No. 604

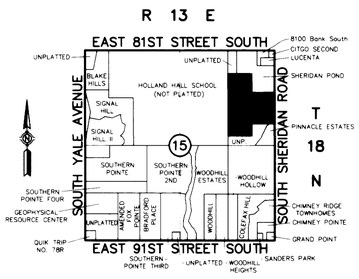
PLAT No. 5459

Scale: 1"=100'

100 0 100 200

**Owner/Developer:**
**L.M.T., L.L.C.**
3107 East 88th Street
Tulsa, Oklahoma 74137
Phone: (918) 336-8161

**Engineer/Surveyor:**
**Sisemore Weisz & Associates, Inc.**
Certificate of Authorization No. 2421 Exp. June 30, 2001
6111 East 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600




Location Map
SCALE: 1"=2000'

SUBDIVISION CONTAINS
FIFTEEN (15) LOTS IN ONE (1) BLOCK
ONE (1) RESERVE AREA A CONTAINING 1.156 ACRES
ONE (1) RESERVE AREA B CONTAINING 0.950 ACRES
ONE (1) RESERVE AREA C CONTAINING 0.572 ACRES
ONE (1) RESERVE AREA D CONTAINING 1.938 ACRES

BLOCK ONE (1) CONTAINS 34.275 ACRES
29.659 ACRES WITHOUT RESERVES

### Legend

ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
F/E = FENCE EASEMENT
LS/E = LANDSCAPE EASEMENT
OD/E = OVERLAND DRAINAGE EASEMENT
RWL/E = RESTRICTED WATERLINE EASEMENT
8823 = STREET ADDRESS

### Benchmark

R.R. SPIKE IN EAST FACE OF POWER POLE APPROX. 25' EAST AND 25' SOUTH OF NORTHEAST PROPERTY CONER ON SHERIDAN ROAD

ELEVATION= 784.27 (U.S.G.S.)

### Monumentation

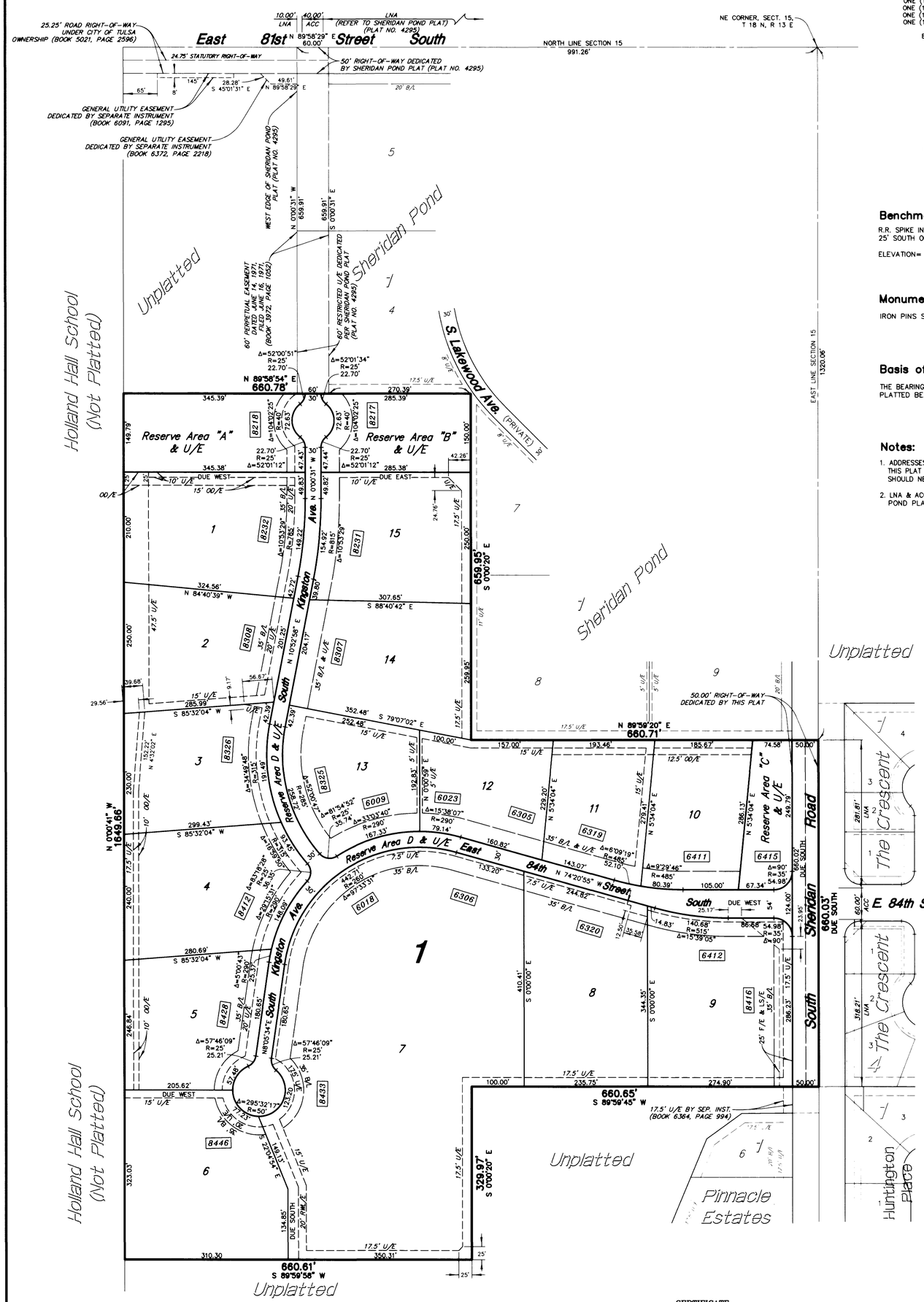
IRON PINS SET AT ALL PROPERTY CORNERS.

### Basis of Bearings

THE BEARING BASE FOR THIS PLAT OF RECORD IS BASED ON THE PLATTED BEARINGS OF "SHERIDAN POND", (PLAT NO. 4295)

### Notes:

1. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.
2. LNA & ACC POINTS ON E. 81ST ST. S. AS DEFINED ON SHERIDAN POND PLAT (PLAT NO.4295).




### 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 $ 53.50 per trust receipt no. 219 to be applied to 2000 taxes.

This certificate is NOT to be construed as payment of 2000 taxes in full but is given in order that this plat may be filed on record 2000 taxes may exceed the amount of the security deposit.

Dated 8/7 2000

Dennis Semler
Tulsa County Treasurer
by Debbie Sirias
Deputy

STATE OF OKLAHOMA )SS
COUNTY OF TULSA )

I, Joan Hastings, 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__
JOAN HASTINGS, Tulsa County Clerk

Deputy

### FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUN 21 2000

Jay D. Stump TMAPC/INCOG

This approval is void if this plat is not filed in the Office of the County Clerk on or before: JUN 21 2001

COUNTY or CITY ENGINEER

APPROVED JUL 27 2000 by the Council of the City of Tulsa, Oklahoma

Chairman

Mayor

Attest: City Clerk

Approved: City Attorney

PREPARED BY: SISEMORE WEISZ & ASSOCIATES, INC.
DRAWING: 3286D00.DWG

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# Stonewall Estates

PART OF THE E/2 OF THE NE/4 OF SECTION 15, TOWNSHIP 18 NORTH,
RANGE 13 EAST, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA

## P.U.D. No. 604

**STONEWALL ESTATES**
**DEED OF DEDICATION AND**
**DECLARATION OF RESTRICTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS:**

L.M.T., L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4 NE/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND, THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (N/2 SE/4 NE/4) AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (N/2 SW/4 SE/4 NE/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF,

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO 15 LOTS, 1 BLOCK, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "STONEWALL ESTATES", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, HEREINAFTER REFERRED TO AS THE "SUBDIVISION".

**SECTION I. STREETS, EASEMENTS AND UTILITIES**

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE SOUTH SHERIDAN ROAD RIGHT-OF-WAY AS DEPICTED ON THE ACCOMPANING PLAT. ADDITIONALLY, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" AS DEPICTED ON THE ACCOMPANYING PLAT OF STONEWALL ESTATES (THE "PLAT"), 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 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 DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE DEVELOPER AND ALL SUBSEQUENT OWNERS OF LOTS WITHIN THE SUBDIVISION (COLLECTIVELY REFERRED TO HEREIN AS THE "OWNERS") 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 THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN UNREASONABLE OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS ALONG THE EAST BOUNDARY LINE OF THE SUBDIVISION AND IN THE EAST 17.5' OF RESERVE AREA C ADJACENT TO SOUTH SHERIDAN ROAD. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND PLACED ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES OR IN RESERVE AREAS A, B, C, OR D. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENTWAYS OR RESERVE AREAS.

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 AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT OR RESERVE AREA, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 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.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS AND RESERVE AREAS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNERS OF THE LOTS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT EACH OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE DEVELOPER AGREES AND DECLARES THAT IT AND ALL OTHER OWNERS SHALL BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. EACH OWNER OF LOTS IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET 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.

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR REPAIR OF DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE DEVELOPER AGREES AND DECLARES THAT IT AND ALL OTHER OWNERS SHALL BE BOUND HEREBY.

D. RESTRICTED WATERLINE EASEMENT

THE OWNER / DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER(S) OF LOT 6, BLOCK 1, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE RESTRICTED WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT DESIGNATED AS "RWL/E", NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS AND CURBING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

E. RESERVE AREAS "A", "B", "C" – STORMWATER DETENTION

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREAS "A", "B" AND "C" (HEREINAFTER REFERRED TO AS "DETENTION EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN STONEWALL ESTATES AND FROM PROPERTIES NOT INCLUDED WITHIN STONEWALL ESTATES.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "A", "B", AND "C" SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "A", "B" AND "C" SHALL BE MAINTAINED AND OPERATED BY A HOMEOWNERS ASSOCIATION, AS DEFINED IN SECTION IV BELOW. MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION / RETENTION FUNCTIONS INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREA. MAINTENANCE AND OPERATION SHALL BE AT THE COST OF THE APPLICABLE HOMEOWNERS' ASSOCIATION AS SET FORTH UNDER SECTION IV AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

B. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

C. THE DETENTION PONDS SHALL BE MAINTAINED AND OPERATED TO ACHIEVE THEIR INTENDED PURPOSES.

D. FOUNTAINS LOCATED WITHIN THE DETENTION PONDS, IF APPLICABLE, SHALL BE OPERATED AND MAINTAINED AS DETERMINED BY THE HOMEOWNERS ASSOCIATION. IN ADDITION; THE HOMEOWNERS ASSOCIATION SHALL MAINTAIN ALL RETAINING WALL STRUCTURES, FENCES, LANDSCAPING OR OTHER FEATURES IN THE DETENTION PONDS THAT MAY BE PLACED IN THE RESERVE AREAS AS IMAGE ENHANCEMENT FEATURES. MAINTENANCE OF ANY OF THESE FEATURES SHALL NOT ALTER THE FUNCTION OF THE DETENTION POND FROM ITS INTENDED DESIGN. THE HOMEOWNERS ASSOCIATION SHALL REPAIR ALL INCIDENTAL DAMAGE TO RETAINING WALLS, FENCING, LANDSCAPING OR OTHER FEATURES CAUSED BY THE CITY OF TULSA REPAIR CREWS DURING ANY REQUIRED MAINTENANCE OF THE DETENTION FACILITIES.

4. IN THE EVENT THE APPLICABLE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION OBLIGATED TO MAINTAIN AND OPERATE RESERVE AREAS "A", "B", "C", AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AND OPERATION APPLICABLE TO RESERVE AREAS "A", "B", "C", AS ABOVE SET FORTH, WITHIN A 90-DAY PERIOD OF TIME, THE CITY OF TULSA, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH INDIVIDUAL RESIDENTIAL LOT WITHIN LOTS 1-15, BLOCK 1, STONEWALL ESTATES WHICH FAILS TO PAY THEIR SHARE OF COSTS, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO 1/15 OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

F. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF STONEWALL ESTATES, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES, AND SHALL MAKE REASONABLE EFFORTS TO MINIMIZE SUCH DAMAGE.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH SHERIDAN ROAD AND WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

I. RESERVE AREA "D" – PRIVATE STREETS

THE STREETS, EXCEPT SOUTH SHERIDAN ROAD, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREIN ESTABLISHED BY GRANT OF THE DEVELOPER AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS (HEREIN DEFINED TO BE LOTS 1 THRU 15, BLOCK 1 AND REFERRED TO HEREIN AS THE "LOTS"), THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS TO AND FROM PUBLIC STREETS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE RESIDENTIAL PORTION OF THE SUBDIVISION AND OTHER PURPOSES AS DESCRIBED BELOW.

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

THE DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF TULSA, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREET DEPICTED WITHIN THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:

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

B. STREETS SHALL BE CURBED;

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

D. THE VERTICAL GRADE OF THE INTERNAL PRIVATE STREETS SHALL NOT EXCEED 12% FOR ANY STREET LENGTH EXCEEDING 500'.

2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET AS DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

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

J. OVERLAND DRAINAGE EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OD/E" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA. THE LOT OWNER SHALL MAINTAIN ALL STONE DROP-STRUCTURES WITHIN THE DRAINAGE EASEMENTS, WHICH ARE PART OF THE APPROVED PLANS.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAT TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE OWNER OF THE LOT UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT THE OWNERS COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR, CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

5. WITHIN AREAS IDENTIFIED AS AN OVERLAND DRAINAGE EASEMENT ("OD/E") AND AS A GENERAL UTILITY EASEMENT ("U/E") THE EASEMENT AREA MAY BE UTILIZED FOR BOTH DRAINAGE AND GENERAL UTILITY EASEMENT PURPOSES, PROVIDED HOWEVER THE GENERAL UTILITY USES AND IMPROVEMENTS SHALL NOT OBSTRUCT OR OTHERWISE INTERFERE WITH OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. CUSTOMARY UTILITY SERVICE TRANSFORMERS, PEDESTALS AND METERS SHALL NOT BE DEEMED AN OBSTRUCTION.

K. FENCING EASEMENTS

THE DEVELOPER HEREIN RESERVES SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE, PERPETUAL EASEMENT TO ERECT, MAINTAIN, REMOVE AND REPLACE, FROM TIME TO TIME, FENCING OR WALLS OF THE TYPE AND SIZE DETERMINED BY THE DEVELOPER OR THE HOMEOWNER'S ASSOCIATION, IN THEIR SOLE DISCRETION, WITHIN THE DETENTION EASEMENT AREAS (RESERVE AREAS A, B AND C) AND/OR ALONG THE EASTERLY PERIMETER BOUNDARY OF THE SUBDIVISION WITHIN THE AREA DEPICTED ON THE ACCOMPANYING PLAT AS "F/E" OR "FENCE EASEMENT".

L. LANDSCAPING EASEMENTS

THE DEVELOPER HEREIN RESERVES SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE, PERPETUAL EASEMENT TO INSTALL, MAINTAIN, REMOVE AND REPLACE, FROM TIME TO TIME, LANDSCAPING OF THE TYPE AND SIZE DETERMINED BY THE DEVELOPER OR THE HOMEOWNER'S ASSOCIATION, IN THEIR SOLE DISCRETION, WITHIN THE DETENTION EASEMENT AREAS (RESERVE AREAS A, B AND C) AND/OR ALONG THE EASTERLY PERIMETER BOUNDARY OF THE SUBDIVISION WITHIN THE AREA DEPICTED AN THE ACCOMPANYING PLAT AS "LS/E" OR "LANDSCAPE EASEMENT".

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, STONEWALL ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 604) AS PROVIDED WITHIN SECTIONS 1100 THROUGH 1107 OF TITLE 42, TULSA REVISED ORDINANCES OF THE CITY OF TULSA, AS THE SAME EXISTED ON JANUARY 1, 2000, WHICH PUD NO. 604 WAS APPROVED BY THE TULSA PLANNING COMMISSION ON MARCH 24, 1999 AND BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON APRIL 22, 1999; AND WHEREAS, THE DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DEVELOPER, THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS, AND THE CITY OF TULSA, OKLAHOMA; THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

A. DEVELOPMENT STANDARDS

1. AREA: (GROSS) 35.032 ACRES
2. PERMITTED USES: SINGLE FAMILY RESIDENTIAL HOUSING
3. MAXIMUM NUMBER OF DWELLING UNITS: 18
4. MINIMUM LOT SIZE: 1.0 ACRE (43,560 SF)
5. MINIMUM LOT FRONTAGE: 125 FT.
6. OFF-STREET PARKING: 3 PER LOT IN ATTACHED GARAGE
7. MINIMUM BUILDING SETBACKS: FROM PRIVATE STREET 35 FT.
8. MINIMUM SIDE YARDS: 15 FT. PER SIDE
9. MINIMUM REAR YARDS: 25 FT.
10. MAXIMUM BUILDING HEIGHT: 35 FT.•
11. OTHER BULK AND AREA REQUIREMENTS: AS PROVIDED IN AN "RE" ZONED DISTRICT.

• ARCHITECTURAL DECORATIVE ELEMENTS SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND TO A MAXIMUM HEIGHT OF 45 FEET, HOWEVER, NO HABITABLE PORTION OF ANY DWELLING MAY EXCEED THE 35 FEET HEIGHT LIMITATION.

**SECTION III – PRIVATE BUILDING AND USE RESTRICTIONS**

WHEREAS, THE DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN;

THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE DEVELOPER, THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

A. USE

ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES.

B. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT THE PRIVATE STREET IDENTIFIED AS RESERVE AREA "D" ON THE PLAT (THE "PRIVATE STREET") AND DERIVE ITS ACCESS SOLELY FROM RESERVE AREA "D".

C. YARDS AND SETBACKS

1. STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO THE PRIVATE STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION.

2. SIDE YARDS. EACH SIDE YARD OF ALL LOTS WITHIN STONEWALL ESTATES SHALL NOT BE LESS THAN 15 FEET IN WIDTH.

3. REAR YARDS. THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 25 FEET.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

D. ARCHITECTURAL COMMITTEE – PLAN REVIEW

1. NO BUILDING, FENCE, SWIMMING POOL, WALL, FREE STANDING MAILBOX OR ANY OTHER ABOVE

PREPARED BY: SISEMORE WEISZ & ASSOCIATES, INC.
DRAWING: 3286FPLT.DWG

RECEIVED
JUL 11 2000
TULSA METRO. AREA
PLANNING COMM.

# Stonewall Estates

PART OF THE E/2 OF THE NE/4 OF SECTION 15, TOWNSHIP 18 NORTH,
RANGE 13 EAST, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA

## P.U.D. No. 604

5.3 IN ADDITION, ANY OWNER MAKING OR CAUSING TO BE MADE ANY PROPOSED IMPROVEMENT ON HIS OR HER LOT AGREES AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER AND HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO HOLD THE A.C.C., DEVELOPER, ASSOCIATION AND ALL OTHER OWNERS HARMLESS FROM ANY LIABILITY OR DAMAGE TO THE PROPERTY OR TO PERSONS RESULTING THEREFROM AND EXPENSES ARISING FROM ANY ALTERATION, MODIFICATION OR CHANGE AND SUCH OWNER SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND INSURANCE OF ANY PROPOSED IMPROVEMENT UPON INSTALLATION THEREOF AND FOR ITS COMPLIANCE WITH ANY GOVERNMENTAL CODES, RULES OR REGULATIONS.

E. FLOOR AREA

EACH SINGLE-STORY DWELLING WITHIN STONEWALL ESTATES SHALL HAVE A MINIMUM OF 4,000 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 5,000 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 3,500 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

F. GARAGES

AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF THREE AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. ALL GARAGE DOORS SHALL NOT DIRECTLY FACE THE PRIVATE STREET OF THE SUBDIVISION.

G. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK OR STONE. NO STEM WALL SHALL BE EXPOSED.

H. MASONRY

ALL EXTERIOR WALLS OF THE DWELLINGS (EXCLUDING WINDOWS AND DOORS) SHALL BE SURFACED WITH BRICK OR NATURAL ROCK, UNLESS, DUE TO STRUCTURAL DESIGN REQUIREMENTS, THE USE OF BRICK OR NATURAL ROCK MUST BE LIMITED. VINYL SIDING OR SYNTHETIC STUCCO ON ANY EXTERIOR WALL IS PROHIBITED. IN NO CASE WILL ALTERNATIVE SIDING EXCEED 15% OF ORIGINAL SURFACE AREAS OF THE DWELLING, AND ANY SUCH ALTERNATIVE SIDING MATERIAL SHALL BE SPECIFICALLY SUBJECT TO THE REVIEW AND APPROVAL OF THE A.C.C.. ANY EXTERIOR WALL OR CHIMNEY OF A FIREPLACE SHALL BE CONSTRUCTED OF BRICK OR NATURAL STONE. THE A.C.C. MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION. THE EXTERIOR OF MAILBOXES SHOULD BE OF SAME DESIGN AND CONSTRUCTED OF BRICK OR STONE. MAILBOXES MUST ALSO COMPLY WITH THE TERMS OF SECTION III.N.5. BELOW.

I. WINDOWS & WINDOW COVERINGS

ALL EXTERIOR WINDOWS SHALL BE WOOD OR ALUMINUM CLAD WOOD BUT NO MILL FINISH SHALL BE VISIBLE. ALL WINDOW COVERINGS SHALL BE REASONABLY COMPATIBLE WITH AESTHETIC STANDARDS IN THE AREA OF THE PROPERTY WHERE LOCATED.

J. ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS

EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED, PROVIDED HOWEVER, PAINTING OF EXPOSED COPPER SHALL NOT BE REQUIRED. VENT PIPES OF A DWELLING SHALL NOT BE VISIBLE BY PERSONS STANDING AT THE FRONT LOT LINE OF THE LOT CONTAINING THE DWELLING.

K. ROOFING PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 9/12.

L. ROOFING MATERIALS

ROOFS SHALL BE CLAY, CONCRETE, TILE OR SLATE, PROVIDED, HOWEVER, THE A.C.C. MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION AND FURTHER PROVIDED, IF FEDERAL, STATE OR LOCAL LAWS PROHIBIT ANY PARTICULAR TYPE OF ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION, THE A.C.C. MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK OR SLATE FINISH. IN NO EVENT SHALL WOOD SHINGLES BE ALLOWED OR PERMITTED.

M. ON-SITE CONSTRUCTION

NO RESIDENCE BUILT OFF-SITE SHALL BE MOVED OR PLACED ONTO ANY LOT.

1. TEMPORARY STRUCTURES: UNLESS FIRST APPROVED IN WRITING BY THE A.C.C., NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED BY DEVELOPER OR ITS DESIGNEE AS A SALES OFFICE OR CONSTRUCTION OFFICE DURING ANY DEVELOPMENT OF THE PROPERTY BY DEVELOPER OR ITS DESIGNEE.

N. EXTERIOR ITEMS & FEATURES

1. NO AERIAL, ANTENNA, SATELLITE DISH OR SIMILAR DEVICE SHALL BE PLACED OR ERECTED UPON ANY LOT OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING WITHOUT PRIOR APPROVAL BY THE A.C.C.. SATELLITE DISHES MUST BE TWENTY INCHES (20") OR SMALLER IN DIAMETER.

2. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

3. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED EXCEPT AS OTHERWISE APPROVED BY THE A.C.C. IN ITS SOLE DISCRETION.

4. FENCES AND WALLS

THE COMPOSITION, LOCATION, COLOR AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT IS SUBJECT TO THE APPROVAL OF THE A.C.C.. THE A.C.C. WILL REQUIRE THAT THE COMPOSITION OF ANY FENCE OR WALL BE CONSISTENT WITH THE MATERIALS USED IN THE SURROUNDING BUILDINGS AND OTHER FENCES. IN NO EVENT AND FOR NO PURPOSE SHALL CHAIN LINK FENCING BE INSTALLED ON ANY LOT. HOWEVER, THE CHAIN LINK FENCE ON THE SOUTH AND WEST END OF THE DEVELOPMENT, ADJACENT TO THE HOPE HILL CHURCH PROPERTY AND HOLLAND HALL PROPERTY CAN REMAIN. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING, AT HIS OR HER SOLE COST AND EXPENSE, ANY FENCE OR WALL ON SAID LOT ERECTED BY THE DEVELOPER OR THE HOMEOWNER'S ASSOCIATION (EXCEPT FOR AND EXCLUDING ANY SUCH FENCE OR WALL LOCATED WITHIN A FENCING EASEMENT ("F/E") SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION).

5. MAILBOXES

AS LONG AS MAIL SERVICE IN THE SUBDIVISION IS CURBSIDE, MAILBOXES SHALL BE HOUSED WITHIN A BRICK OR STONE PEDESTAL. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE BASE OF THE CURB AND 6 FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 44 1/2" FROM STREET LEVEL AND THE A.C.C. WILL PROVIDE A STANDARD DESIGN TO BE USED BY ALL OWNERS WHICH WILL SPECIFY, WITHOUT LIMITATION, REQUIRED MATERIALS. STANDARD EXTERNAL MATERIALS MAY BE VARIED TO MATCH THE EXTERIOR OF THE HOUSE ON THE AFFECTED LOT UPON THE APPROVAL OF THE A.C.C.

6. GARBAGE AND TRASH CONTAINERS

NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND COMPLETELY SCREENED FROM VIEW, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB. DURING ANY CONSTRUCTION ACTIVITIES UNDERTAKEN ON ANY LOT, THE LOT OWNER SHALL CAUSE ALL CONTRACTORS TO MAINTAIN AN ADEQUATE REFUSE CONTAINER AND TO KEEP THE LOT AND SURROUNDING AREAS FREE FROM DEBRIS AND REFUSE. IN ADDITION, THE LOT OWNER SHALL CAUSE ITS CONTRACTORS TO REMOVE REFUSE, GRAVEL AND DEBRIS FROM THE STREET AND OTHER AREAS OF THE SUBDIVISION RESULTING FROM ITS CONSTRUCTION ACTIVITIES.

7. EXTERNAL ENERGY CONSERVATION DEVICES

EXTERNAL SOLAR ENERGY AND OTHER EXTERNAL ENERGY DEVICES ARE PROHIBITED UNLESS APPROVED IN WRITING BY THE A.C.C..

8. EXTERNAL HEATING/AIR CONDITIONING EQUIPMENT

EXTERNAL HEATING/AIR CONDITIONING EQUIPMENT SHALL NOT BE VISIBLE FROM THE ROAD.

9. GAMES AND PLAY STRUCTURES

ALL PLAY STRUCTURES, INCLUDING BASKETBALL BACKBOARDS AND STANDS, SHALL BE LOCATED IN THE BACK YARD OF THE LOT (I.E. BETWEEN THE BACK EDGE OF THE HOUSE AND THE REAR BOUNDARY OF THE LOT). NO PLATFORM DOGHOUSE, TENNIS COURT, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE HOUSE CONSTRUCTED ON THE LOT. SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE A.C.C.. IT IS SPECIFICALLY ACKNOWLEDGED THAT IN REVIEWING SUCH PLANS FOR ANY RAISED STRUCTURE, THE A.C.C. SHALL ASSURE THAT ANY USE OF SUCH RAISED STRUCTURE DOES NOT RESULT IN VIOLATION OF THE PRIVACY OF THE ADJACENT OWNERS. NO BASKETBALL BACKBOARDS AND STANDS MAY BE INSTALLED ADJACENT TO THE STREET OR ANY CUL-DE-SAC.

10. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. ALL SIGNS SHALL COMPLY WITH APPLICABLE TULSA CITY ORDINANCES AND SHALL BE SUBJECT TO THE APPROVAL OF THE A.C.C.

O. LOT MAINTENANCE & FAILURE TO MAINTAIN

NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY VEGETATION SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT EXCEPT IN NATURAL AREA(S) OF THE LOT; AND, SAID NATURAL AREAS SHOULD BE MAINTAINED AND FREE OF RUBBISH. NO REFUSE PILES OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE ON THE LOT. THE OWNER SHALL MAINTAIN THE EXTERIOR OF HIS LOT AND HOME AND IMPROVEMENTS ON HIS LOT IN GOOD AND WORKMANLIKE MANNER, AND SHALL PRESENT A NEAT AND CLEAR APPEARANCE UPON THE LOT. IN THE EVENT THAT ANY OWNER FAILS OR REFUSES TO KEEP HIS LOT FREE OF WEEDS, UNDERBRUSH, REFUSE PILES, DEBRIS OR OTHER UNSIGHTLY GROWTHS OR OBJECTS, OR TO KEEP THE BUILDINGS OR IMPROVEMENTS ON HIS LOT IN A GOOD AND WORKMANLIKE MANNER, OR IN A NEAT AND CLEAN APPEARANCE, AFTER GIVING WRITTEN NOTICE OF THE ASSOCIATION'S INTENT TO DO SO AND THE OWNERS' FAILURE TO ACT WITHIN THREE (3) DAYS FROM RECEIPT OF NOTICE, THE BOARD MAY AUTHORIZE ITS AGENTS TO ENTER UPON THE LOT AND PERFORM ANY NECESSARY MAINTENANCE AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY WILL NOT BE DEEMED AS TRESPASS. ANY OWNER VIOLATING THE TERMS OF THIS SUBJECTION SHALL PAY THE HOMEOWNERS ASSOCIATION'S LEGAL EXPENSES IF LEGAL ACTION IS UNDERTAKEN.

P. VEHICLES & PARKING

1. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE EXCEPT BY OWNERS OR THEIR VISITORS ON A TEMPORARY AND SHORT TERM BASIS (NOT EXCEEDING ONE WEEK) AND WHCH PRESENCE IS REASONABLY INFREQUENT.

2. NO OFF-STREET MOTORIZED VEHICLES INCLUDING, WITHOUT LIMITATION, TWO AND THREE WHEEL ALL TERRAIN VEHICLES OR "DIRT BIKES" MAY BE OPERATED OFF OF PAVED ROADWAYS AND DRIVES OR ON THE PRIVATE STREET EXCEPT FOR PURPOSES OF INGRESS OR EGRESS INTO AND OUT OF THE SUBDIVISION. WITHOUT LIMITING THE HOMEOWNERS' ASSOCIATION'S RIGHT TO COLLECT AND ASSESS FINES IN OTHER INSTANCES, IT IS SPECIFICALLY ACKNOWLEDGED THAT OWNERS MAY BE FINED FOR EACH VIOLATION OF THIS PROVISION BY THEMSELVES, THEIR FAMILIES, GUESTS AND INVITEES. VIOLATION WILL RESULT IN AUTOMATIC FINES OF $25.00 FOR THE FIRST OFFENSE, $50.00 FOR THE SECOND OFFENSE, AND $100.00 FOR EACH SUBSEQUENT OFFENSE.

3. NO VEHICLE, TRAILER OR ANY OTHER PIECE OF EQUIPMENT OF ANY OWNER OR THEIR GUEST, DOMESTIC EMPLOYEES OR CONTRACTORS OR OTHER INVITEES SHALL BE PARKED IN THE PRIVATE STREET AT ANY TIME EXCEPT IN THE EVENT OF SOCIAL GATHERINGS OR OTHER SITUATIONS DURING WHICH PARKING IN THE OWNER'S DRIVEWAY IS NOT SUFFICIENT WHICH EVENTS SHALL NOT EXCEED 24 HOURS.

Q. CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

R. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT UP TO TWO DOGS, UP TO TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

S. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. ANY ACTIVITY ON A LOT, WHICH INTERFERES WITH TELEVISION, CABLE OR RADIO RECEPTION ON ANOTHER LOT SHALL BE DEEMED A NUISANCE AND A PROHIBITED ACTIVITY. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND THE WRITTEN DECISION OF THE BOARD SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION. NO DOG OR OTHER ANIMAL SHALL BE ALLOWED TO RUN LOOSE UNSUPERVISED, BARK EXCESSIVELY OR CAUSE A NUISANCE TO ANY OTHER RESIDENT. DURING ANY CONSTRUCTION ACTIVITY ON ANY LOT, THERE SHALL BE NO DUMPING OR WASHING ON EITHER LOTS, STREETS OR ANY PART OF THE SUBDIVISION OF CONCRETE TRUCKS OR OTHER CONSTRUCTION EQUIPMENT AND ANY DAMAGE TO STREETS RESULTING FROM USE OF SUCH TRUCKS AND/OR EQUIPMENT SHALL BE REPAIRED BY THE PARTIES RESPONSIBLE FOR THE SAME. THE LOT OWNER SHALL BE RESPONSIBLE FOR CAUSING ITS CONTRACTORS TO COMPLY WITH THE TERMS OF THESE COVENANTS.

T. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN 15 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

U. LANDSCAPING

MAINTAINING A PORTION OF THE LOT IN ITS NATURAL STATE IS ENCOURAGED IF THE AREA IS MAINTAINED AND FREE OF RUBBISH. NO REFUSE PILES OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE ON ANY LOT. LANDSCAPING PLANS MUST BE APPROVED BY THE A.C.C. PURSUANT TO PROVISIONS SET FORTH ABOVE, WITH SUBMITTAL OF ONE (1) SET OF LANDSCAPING PLANS FULLY IDENTIFYING PROPOSED LANDSCAPING FEATURES AND IMPROVEMENTS TO THE LOT.

1. TREES

NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS SIX (6) INCHES IN DIAMETER AS MEASURED THREE FEET FROM THE GROUND, SHALL BE CUT DOWN, DESTROYED OR REMOVED FROM A LOT OR THE PROPERTY WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE A.C.C. EXCEPT AS NECESSARY FOR HOME OR POOL CONSTRUCTION. VIOLATION OF THIS PROVISION WILL RESULT IN AN AUTOMATIC FINE EQUAL TO THE COST OF REPLACING THE TREE WITH A TREE OF SUBSTANTIALLY SIMILAR SIZE. LOTS MUST RETAIN AS MANY TREES AS POSSIBLE IN A NATURAL STATE.

2. ARTIFICIAL VEGETATION

NO ARTIFICIAL GRASS, PLANTS OR OTHER ARTIFICIAL VEGETATION OR SCULPTURAL LANDSCAPE DECOR SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT UNLESS APPROVED BY THE A.C.C..

## SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF THE STONEWALL ESTATES HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN STONEWALL ESTATES (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF OWNING, MAINTAINING AND OPERATING THE GENERAL COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION RESERVE AREAS "A", "B", "C" & "D" (PRIVATE ROADWAY, DETENTION FACILITIES AND COMMON SPACE AREAS) (THE COMMON AREAS) AND FOR THE PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE STONEWALL ESTATES HOMEOWNERS' ASSOCIATION. MEMBERSHIP, AS ABOVE SET FORTH, SHALL BE MANDATORY AND SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT, MAINTENANCE AND OPERATION OF THE COMMON AREAS OF THE SUBDIVISION. IN ADDITION, EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ADDITIONAL ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREET LOCATED IN THE SUBDIVISION. MAINTENANCE OF THE PRIVATE STREET IS THE OBLIGATION OF THE HOMEOWNERS' ASSOCIATION AND THE HOMEOWNERS' ASSOCIATION ASSESSMENTS SHALL INCLUDE A SINKING FUND ASSESSMENT TO BE USED FOR THE LIMITED PURPOSES OF PAYMENT OF PRIVATE STREET MAINTENANCE AND SUFFICIENT TO PAY THE EXPECTED SCHEDULED COST OF MAINTENANCE OF THE PRIVATE STREET. IN ADDITION TO THE FOREGOING, EACH RECORD OWNER OF A LOT IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION TO PAY THE COSTS OF PROVIDING SECURITY FOR THE FRONT GATE OF THE SUBDIVISION.

## SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ALL OWNERS AND THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS, AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA, OKLAHOMA, THE OWNERS OF THE RESIDENTIAL LOTS AND THE HOMEOWNERS' ASSOCIATIONS PROVIDED FOR IN SECTION IV. THE COVENANTS CONTAINED IN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS, SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF LOTS 1 – 15, BLOCK 1 SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A RESIDENTIAL LOT OR THE HOMEOWNERS' ASSOCIATION TO AS APPLICABLE, MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A RESIDENTIAL LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY SEVENTY-FIVE PERCENT (75%) OF THE OWNERS OF LOTS IN THE SUBDIVISION AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA AS AND WHEN REQUIRED BY LAW. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: DEVELOPER, L.M.T., L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 12th DAY OF July 2000.

L.M.T., L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Linda M. Tippeconnie
MANAGING MEMBER

(CORPORATE)

STATE OF OKLAHOMA )
) ss.
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 12th DAY OF July 2000, PERSONALLY APPEARED Linda M. Tippeconnie TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HER NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGING MEMBER, THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

Celeste Hodges
NOTARY PUBLIC

MY COMMISSION EXPIRES:
12-21-2003

## CERTIFICATE OF SURVEY

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, INC., A REGISTERED 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "STONEWALL ESTATES", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, 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.

REGISTERED PROFESSIONAL LAND SURVEYOR
DEAN ROBINSON
1146
OKLAHOMA

DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA )
) ss.
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 11th DAY OF July 2000, PERSONALLY APPEARED DEAN ROBINSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

EVELYN E. RUTHERFORD
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
TULSA COUNTY

NOTARY PUBLIC

MY COMMISSION EXPIRES:
NOVEMBER 13, 2003