PUD-836

Oakmont Estates

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR OAKMONT ESTATES

KNOW ALL MEN BY THESE PRESENTS:

THAT 101ST & HUDSON, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) AND THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E/2 SE/4 SW/4) OF SAID SECTION 22; THENCE NORTH 1°07'43" WEST ALONG THE WEST LINE OF SAID E/2 SE/4 SW/4, FOR A DISTANCE OF 1325.56 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 2, "SUN MEADOW II", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3605); THENCE NORTH 88°51'29" EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, FOR A DISTANCE OF 665.96 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID BLOCK 2; THENCE SOUTH 1°09'13" EAST ALONG THE WEST LINE OF LOTS 1 AND 2 OF SAID BLOCK 2, FOR A DISTANCE OF 252.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°50'47" WEST FOR A DISTANCE OF 4.00 FEET TO A POINT ON THE EAST LINE OF THE E/2 SE/4 SW/4; THENCE SOUTH 1°09'13" EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 1073.62 FEET TO THE SOUTHEAST CORNER OF THE E/2 SE/4 SW/4; THENCE SOUTH 88°51'54" WEST ALONG THE SOUTH LINE OF THE E/2 SE/4 SW/4, FOR A DISTANCE OF 662.53 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 878,882 SQUARE FEET OR 20.176 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVES, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "OAKMONT ESTATES", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "OAKMONT ESTATES" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.)

SECTION I. STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHT-OF-WAY DESIGNATED ON THE ACCOMPANYING PLAT AS EAST 101ST STREET SOUTH AND DOES FURTHER DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND 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 OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS 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 THAT DO NOT CONSTITUTE AN OBSTRUCTION. NOTWITHSTANDING THE FOREGOING, PAVEMENT FOR ROADWAY PURPOSES OVER ANY UTILITY LINES PLACED THEREIN IS EXPRESSLY PERMITTED.

A. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

2. WITHIN THE UTILITY EASEMENT AND RESTRICTED WATERLINE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER OF THE LOT OR RESERVE SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AGREES TO BE BOUND BY THE COVENANTS.

B. PAVING AND LANDSCAPING WITHIN EASEMENTS & RESERVES

THE OWNER OF ANY LOT OR RESERVE DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT OR RESERVE AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE 101ST STREET SOUTH RIGHT-OF-WAY DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE ELSEWHERE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS OF WAY OF PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, 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, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, 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 THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

5. THE COVENANTS SET FORTH IN THE FOREGOING PARAGRAPHS SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF ANY LOT OR RESERVE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT OR RESERVE AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THE FOREGOING PARAGRAPHS SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AGREES TO BE BOUND HEREBY.

E. RESTRICTED WATERLINE EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENT" ("RWE") FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID.

F. SURFACE DRAINAGE

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

G. ROOF DRAIN REQUIREMENTS

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, THAT ALL DWELLINGS CONSTRUCTED WITHIN THE SUBDIVISION SHALL HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE A DJACENT STREET.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 101ST STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA") ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

I. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA AND IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE STREET RIGHT OF WAY OF 101ST STREET SOUTH, AS DEPICTED ON THE ATTACHED PLAT, AND ADJACENT TO RESERVES B AND C. ELSEWHERE WITHIN THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK WITHIN RESERVE A ADJACENT TO THE LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

J. FENCE AND LANDSCAPE EASEMENT

THE UNDERSIGNED OWNER DOES HEREBY ESTABLISH AND GRANT, TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN OAKMONT ESTATES AND FOR THEIR COMMON USE AND BENEFIT, FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/L/E" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSE OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE WITHIN THE FENCE AND LANDSCAPE EASEMENT AREAS.

K. RESERVE A - PRIVATE STREETS

1. RESERVE A AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN OAKMONT ESTATES, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE LOTS IN THE SUBDIVISION AND THE PUBLIC STREETS, AND SHALL BE LIMITED TO USE FOR PRIVATE STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING, AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED, PURSUANT TO SECTION III. HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

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

3. THE OWNER, 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:

3.1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS WITHIN RESERVE "A," DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF TULSA DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.

3.2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE "A," DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.

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

4. THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT EAST 100TH STREET SOUTH DEPICTED ON THE ACCOMPANYING PLAT DOES NOT MEET THE CITY OF TULSA, OKLAHOMA STANDARDS AS TO WIDTH OF DEDICATED RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF TULSA, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

L. RESERVE AREAS B AND C

RESERVES B AND C SHALL BE FOR THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS' ASSOCIATION, REFERRED TO IN SECTION III. HEREOF, AND SHALL BE LIMITED TO USE FOR LANDSCAPE ENTRY FEATURES, SIGNAGE, AND SIDEWALKS. RESERVES B AND C ARE HEREBY ALSO DEDICATED AS UTILITY EASEMENTS. RESERVE AREAS B AND C SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, OAKMONT ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 836) AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), IN EXISTENCE AS OF SEPTEMBER 24, 2015, AND

WHEREAS PUD NO. 836 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON AUGUST 5, 2015, AND ADOPTED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON SEPTEMBER 24, 2015, AND

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

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

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL DEVELOPMENT AND CONDITIONS

THE DEVELOPMENT OF OAKMONT ESTATES SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AS SUCH PROVISIONS EXISTED ON SEPTEMBER 24TH 2015, OR AS MAY BE AMENDED SUBSEQUENT TO THAT DATE.

B. DEVELOPMENT STANDARDS

THE LOTS WITHIN OAKMONT ESTATES (HEREINAFTER REFERRED TO AS THE "LOTS") SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

PERMITTED USES:

THE USES PERMITTED AS A MATTER OF RIGHT IN THE RS-2 ZONING DISTRICT IN THE CITY OF TULSA ZONING CODE, INCLUDING LANDSCAPED FEATURES AND SECURED ENTRANCES AND RECREATIONAL FACILITIES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MAXIMUM NUMBER OF LOTS:	65
MINIMUM LOT WIDTH*:	65 FEET
MINIMUM LOT SIZE:	8,000 SF
MINIMUM LIVABILITY SPACE REQUIRED (PER LOT):	5,000 SF
MINIMUM BUILDING SETBACKS:	
FRONT YARD	20 FEET
REAR YARD	20 FEET
SIDE YARD	5 FEET
SIDE YARD ABUTTING A PUBLIC STREET	15 FEET

* THE MINIMUM LOT WIDTH OF A CORNER LOT SHALL BE MEASURED AT THE BUILDING SETBACK LINE AND SHALL NOT BE LESS THAN 55 FEET

MAXIMUM BUILDING HEIGHT:	40 FEET **

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

MAXIMUM FRONT YARD COVERAGE BY PARKING AREA:	40%
OFF-STREET PARKING:	MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT.
SIGNS:	SIGNS ARE LIMITED TO TWO (2) ALONG THE 101ST STREET SOUTH FRONTAGE, NOT TO EXCEED 32 SQUARE FEET EACH IN SIZE, OR SIX (6) FEET IN HEIGHT.

C. ACCESS AND CIRCULATION

OAKMONT ESTATES WILL CONTAIN PRIVATE STREETS WHICH ARE GATED FOR THE PRIVACY OF THE RESIDENTS. THE RESIDENTIAL LOTS WILL BE ACCESSED BY 101ST STREET SOUTH THROUGH AN OVERSIZED ENTRY. A PASSAGEWAY AND CRASH GATE WILL BE CONSTRUCTED TO THE PROPERTY TO THE WEST IN ORDER TO PROVIDE AN ADDITIONAL ACCESS POINT FOR EMERGENCY VEHICLES.

D. PEDESTRIAN ACCESS

SIDEWALKS WILL BE INSTALLED THROUGHOUT THE SUBDIVISION WITHIN RESERVE A PRIVATE STREET RIGHTS OF WAY ON BOTH SIDES OF THE STREETS AND IN THE RIGHT OF WAY ALONG EAST 101ST STREET SOUTH. ONE PEDESTRIAN ACCESS WILL BE PROVIDED AT THE ENTRANCE GATE.

DATE OF PREPARATION: MAY 13, 2016

PUD-836

Oakmont Estates

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR OAKMONT ESTATES CONTINUED

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS, INCLUDING RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF OAKMONT ESTATES.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS.

SECTION IV. PRIVATE RESTRICTIONS

THE OWNER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, WHICH SHALL BE APPLICABLE TO THE LOTS AND SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT, AND NO SIDEWALK SHALL BE CONSTRUCTED UPON OR ADJACENT TO ANY LOT, UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, SIDEWALK LOCATION AND DESIGN PLAN, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION UPON WRITTEN ASSIGNMENT TO THE APPLICABLE HOMEOWNERS' ASSOCIATION BY THE OWNER AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. FLOOR AREA

SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,600 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

C. GARAGES

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

D. FOUNDATIONS

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

E. MASONRY

A MINIMUM OF 75% OF THE EXTERIOR SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

F. WINDOWS

WINDOWS SHALL BE VINYL. METAL WINDOWS ARE RESTRICTED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE METAL WINDOW RESTRICTION SET FORTH IN THIS SUBSECTION.

G. ROOF FLASHING

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

H. ROOF PITCH

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

I. ROOFING MATERIALS

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

J. ON-SITE CONSTRUCTION

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

K. OUTBUILDINGS

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

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. FENCING OR WALLS WITHIN THE LOT

FENCING OR WALLS WITHIN THE LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE OR WALL MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. WITHIN CORNER LOTS, FENCING OR WALLS IN THE SIDE YARD ADJOINING THE STREET SHALL BE SET BACK A MINIMUM OF 15 FT. FROM THE SIDE LOT LINE. FENCING WITHIN YARDS THAT ABUT SOUTH 101ST STREET SHALL BE CONSTRUCTED OF MASONRY AND SHALL NOT EXCEED 8 FEET IN HEIGHT. ELSEWHERE, FENCES OR WALLS WITHIN THE LOT SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO FENCE OR WALL WITHIN THE LOT SHALL EXCEED 7 FEET IN HEIGHT. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS. NOTWITHSTANDING THE ABOVE, NOTHING WITHIN THIS PARAGRAPH M SHALL BE DEEMED A RESTRICTION UPON FENCING OR WALLS CONSTRUCTED WITHIN THE AREAS DEPICTED UPON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT " OR "F/L".

N. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED; PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

O. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

P. RECREATIONAL VEHICLES AND EQUIPMENT

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

Q. TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

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

R. CLOTHESLINES AND TRASH RECEPTACLES

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

S. MAILBOXES

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

T. ANIMALS

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

U. 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.

V. SIGNAGE

NO SIGN OTHER THAN CUSTOMARY NAME PLATE AND ADDRESS SHALL BE LOCATED ON ANY LOT IN PUBLIC VIEW, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.

W. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

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 OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE IN EXISTENCE AS OF SEPTEMBER 24, 2015 AND SHALL INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT, OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION AND SECTION IV. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III. OR IV., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III., IV. OR V. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

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 WITHIN SECTION I. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS; NOTWITHSTANDING THE FOREGOING THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD 836 BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION WITH THE TULSA COUNTY CLERK. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2016.

101ST & HUDSON, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:_____
RICHARD L. DODSON, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2016, PERSONALLY APPEARED RICHARD L. DODSON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 101ST & HUDSON, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2016.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

BY:_____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF_____, 2016, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

DATE OF PREPARATION: MAY 13, 2016