

PLAT OF
STONECREEK

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA (PRIVATE SUBDIVISION)

DEED OF DEDICATION
STONECREEK

SECTION I. PUBLIC STREETS AND EASEMENTS

A. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHT-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AS SOUTH 33RD WEST AVENUE. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT"; AND "D/E" OR "DRAINAGE/DETENTION EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM WATER CONVEYANCE, WHETHER OVERLAND OR UNDERGROUND, 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 AND DRAINAGE EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND DRAINAGE FACILITIES, 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 AND DRAINAGE EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR DRAINAGE 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 TULSA COUNTY, 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 THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERMETER EASEMENTS OF THE SUBDIVISION. STREETLIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE. ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SERVICE SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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 OR GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE 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 LOTS 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 SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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 OWNERS OF THE LOTS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY 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 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 FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING, LANDSCAPING OR OTHER IMPROVEMENTS WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING, PAVING, AND OTHER PRIVATE IMPROVEMENTS OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, DRAINAGE, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AND DRAINAGE EASEMENT AREAS ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, TULSA COUNTY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SURFACE DRAINAGE:

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 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE STONECREEK HOMEOWNERS ASSOCIATION, AND BY TULSA COUNTY, OKLAHOMA.

F. DRAINAGE/DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO TULSA COUNTY, OKLAHOMA FOR PUBLIC USE THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS DRAINAGE/DETENTION EASEMENT OR D/E FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORMWATER FACILITIES AND APPURTENANCES, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE PURPOSES AND USES AFORESAID.
2. DRAINAGE AND DETENTION FACILITIES CONSTRUCTED WITHIN DRAINAGE/DETENTION EASEMENTS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY TULSA COUNTY, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE/DETENTION EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY TULSA COUNTY, OKLAHOMA, PROVIDED HOWEVER, THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF TULSA COUNTY, OKLAHOMA.

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

G. WATER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RURAL WATER DISTRICT WATER MAINS LOCATED ON THE LOT.
2. WITHIN THE U/E AND UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF WATER MAINS OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID WATER MAINS SHALL BE PROHIBITED.
3. CREEK COUNTY RURAL WATER DISTRICT NO. 3, THE WATER SERVICE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH WATER MAINS CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, HIS AGENTS OR CONTRACTORS.
4. CREEK COUNTY RURAL WATER DISTRICT NO. 3 SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 FACILITIES.
5. THE FOREGOING COVENANTS SHALL BE ENFORCEABLE BY TULSA COUNTY OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND.

H. LIMITS OF NO ACCESS: THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 33RD WEST AVENUE 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 TULSA COUNTY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE COMMISSIONERS OF TULSA COUNTY, 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 TULSA COUNTY.

I. RESERVE "A"

1. THE OWNER/DEVELOPER HAS ESTABLISHED AND DEDICATED FOR PUBLIC USE A MUTUAL ACCESS, ROADWAY, DRAINAGE AND UTILITY EASEMENT ON, OVER AND ACROSS THE PROPERTY, SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "A", FOR THE PURPOSE OF PERMITTING PRIVATE STREET; FOR THE CONVEYANCE AND DISCHARGE OF STORMWATER FROM WITHIN THE SUBDIVISION; FOR PERMITTING INGRESS AND EGRESS FOR MAINTENANCE AND PROVIDING EASEMENT FOR UTILITIES TO SERVE THE SUBDIVISION; AND FOR THE FURTHER PURPOSE OF PERMITTING INGRESS AND EGRESS OF ADJOINING PROPERTIES IN PERPETUITY.
2. THE OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF RESERVE "A" SHALL REMAIN WITH THE STONECREEK HOMEOWNER ASSOCIATION.
J. TEMPORARY TURNAROUND: A TEMPORARY TURNAROUND LOCATED OUTSIDE THE AREA OF THIS PLAT ON PROPERTY OWNED BY THE OWNER/DEVELOPER SHALL BE CONSTRUCTED TO ACCOMMODATE EMERGENCY VEHICLE TURNING MOVEMENTS. THE TEMPORARY TURNAROUND SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR SUCCESSORS IN DEED UNTIL PERMANENT ROADWAY CIRCULATION IS PROVIDED.

SECTION II. PLANNED UNIT DEVELOPMENT

STONECREEK ADDITION IS A PLANNED UNIT DEVELOPMENT PURSUANT TO THE TULSA COUNTY ZONING CODE. THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA COUNTY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY TULSA COUNTY, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; 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 IN TITLE AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

THE DEVELOPMENT OF STONECREEK SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS

Table with 2 columns: Development Standard and Value. Includes items like Maximum Dwelling Units (17), Minimum Lot Size (21,780 s.f.), Minimum Building Setbacks (Front: 25 feet, Rear Yard: 20 feet, etc.), and Accessory Buildings (35 feet).

SECTION III. STONECREEK HOMEOWNER ASSOCIATION

A. FORMATION. THE OWNER HAS FORMED OR SHALL BE CAUSED TO BE FORMED, A NOT FOR PROFIT ASSOCIATION OF OWNERS OF LOTS WITHIN THE SUBDIVISION, WHICH SHALL BE NAMED "STONECREEK HOMEOWNER ASSOCIATION" (THE "ASSOCIATION") FOR THE GENERAL PURPOSES OF MAINTAINING THE SIGNS, WALLS, FENCES, LANDSCAPING, PRIVATE STREETS, RESERVE AREAS, AND OTHER COMMON AREAS; AND TO ENHANCE THE DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION. EVERY RECORD OWNER OF A FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER ("MEMBER") OF THE ASSOCIATION AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION. ALL MEMBERS OF THE ASSOCIATION COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY SPECIAL ASSESSMENT ESTABLISHED AS HEREINAFTER SET FORTH AND AN ANNUAL ASSESSMENT ESTABLISHED BY THE ASSOCIATION AS HEREINAFTER SET FORTH, WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST, INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS, STREETS, SIGNS, WALLS FENCES, LANDSCAPING AND OTHER COMMON AREAS AS DESIGNATED ON THE PLAT.

B. VOTING. EACH MEMBER SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED BY A MEMBER; PROVIDED, HOWEVER, WHEN TWO OR MORE PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BE MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES, MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY LOT.

C. OWNER CONTROL OF ASSOCIATION: OWNER, ITS HEIR, DESCENDANT OR DESIGNEE, SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE OWNER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH OWNER'S RIGHTS UNDER THIS SECTION III C. TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF THOSE PERSONS DESIGNATED BY OWNER. OWNER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS OWNER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY, (B) THE GIVING OF WRITTEN NOTICE BY OWNER TO THE ASSOCIATION'S BOARD OF DIRECTORS, OF THE OWNER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) FIVE (5) YEARS FROM THE DATE OF RECORDING HEREOF. FROM AND AFTER THE TURNOVER DATE, THE ASSOCIATION'S BOARD OF DIRECTORS SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS; EXCEPT THAT THE OWNER, ITS HEIR, DESCENDANT OR DESIGNEE SHALL HAVE A PERPETUAL SEAT ON THE ASSOCIATION'S BOARD OF DIRECTORS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE LOT OWNERS SHALL BE VESTED EXCLUSIVELY IN OWNER. THE LOT OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS, DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME. SUCH OWNER'S LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. OWNER, UPON REQUEST OF A LOT OWNER, SHALL SUPPLY SUCH LOT OWNER WITH AN ANNUAL ACCOUNT OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.

D. LIEN AND PERSONAL OBLIGATION FOR ANNUAL AND SPECIAL ASSESSMENTS. ALL OWNERS OF ANY LOT BY ACCEPTANCE OF A DEED THEREOF, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE, SHALL BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION THEIR SHARE OF:

- 1. AN ANNUAL ASSESSMENT FOR THE PURPOSE OF THE MAINTENANCE AND REPAIR OF STREETS, FENCES, WALLS, LANDSCAPING AND OTHER COMMON AMENITIES LOCATED WITHIN FENCE AND LANDSCAPE EASEMENTS OF THE RESERVE AREAS, AND FOR SUCH OPERATING COSTS OF THE ASSOCIATION WHICH ARE RELATED TO THE OPERATION OF THE SAID AREAS; AND THE GENERAL OPERATIONS OF THE ASSOCIATION SHALL BE DETERMINED AT THE ANNUAL MEETING OR AT ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING, AND
2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED AND ESTABLISHED AT THE ANNUAL MEETING OR ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING.

E. ASSESSMENT DUE DATES

THE ANNUAL ASSESSMENT SHALL COMMENCE ON THE DATE OF CONVEYANCE OF TITLE TO A LOT TO THE OWNER OF SUCH LOT. THEREAFTER, THE FORM AND MEANS OF WRITTEN NOTICE AND THE DUE DATE AND TERMS OF PAYMENT OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE TERMS OF PAYMENT, THE DUE DATE AND NOTICE OF A SPECIAL ASSESSMENT SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

SECTION IV. PROTECTIVE COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION:

A. OWNER HEREBY FORMS AN ARCHITECTURAL COMMITTEE ("ARCHITECTURAL COMMITTEE") THAT SHALL OPERATE AS FOLLOWS:

- 1. APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT;
2. BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN.
3. CONSIST OF THE OWNER, ITS HEIR, DESCENDANT OR DESIGNEE IN PERPETUITY, AND NOT LESS THAN ONE (1) OR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER UNTIL OWNER, IN ITS SOLE DISCRETION, ASSIGNS AND TRANSFERS THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.
4. NO BUILDING, FENCE, WALL, OR IMPROVEMENTS MAY BE COMMENCED ON ANY LOT IN THE SUBDIVISION WITHOUT FIRST OBTAINING THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HERewith SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION, PRIOR TO SUBMITTAL TO TULSA COUNTY FOR BUILDING PERMIT:
A. AN ACCURATE SITE PLAN
B. AN ACCURATE FLOOR PLAN
C. ALL EXTERIOR ELEVATIONS
D. A LANDSCAPING PLAN, INCLUDING THE COMPOSITION, LOCATION AND HEIGHT OF FENCING
E. ANY OTHER PLANS OR INFORMATION REQUIRING THE APPROVAL OF TULSA COUNTY OR ITS REPRESENTATIVES PURSUANT TO SECTION II OF THIS DEED OF DEDICATION
F. DETAILS REGARDING THE COMPOSITION OF ALL ROOFING AND EXTERIOR BUILDING MATERIALS
5. THE ARCHITECTURAL COMMITTEE MAY ESTABLISH ARCHITECTURAL GUIDELINES WHICH MAY CONTAIN GENERAL PROVISIONS APPLICABLE TO ALL OF THE ADDITION. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE SOLE AND COMPLETE AUTHORITY TO AMEND THE ARCHITECTURAL GUIDELINES. ANY SUCH AMENDMENTS SHALL BE PROSPECTIVE ONLY AND SHALL NOT APPLY TO REQUIRE MODIFICATIONS TO OR REMOVAL OF STRUCTURES PREVIOUSLY APPROVED UNDER THE APPROVED CONSTRUCTION OR MODIFICATION HAS COMMENCED.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

IN ADDITION TO THE ARCHITECTURAL GUIDELINES, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE ADDITION:

- 1. DWELLING SIZE. ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 2,800 SQUARE FEET. LIVING SPACE SHALL BE COMPUTED EXCLUSIVE OF GARAGES, BASEMENTS, PORCHES, PATIOS, AND ATTICS.
2. MASONRY. ALL DWELLINGS SHALL HAVE SEVENTY-FIVE PERCENT (75%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK, NATURAL STONE AND/OR STUCCO (DRYVIT IS NOT PERMITTED) TO THE TOP PLATE LINE OF THE FIRST FLOOR ELEVATION.
3. GARAGES. ALL DWELLINGS SHALL HAVE ENCLOSED GARAGES SUITABLE FOR ACCOMMODATING TWO (2) OR THREE (3) STANDARD SIZE AUTOMOBILES. GARAGES MAY BE ATTACHED OR DETACHED. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.
4. OUTBUILDINGS. ALL OUTBUILDINGS SHALL MATCH THE MAIN DWELLING STRUCTURE AN STYLE, COLOR, AND ROOFING MATERIALS.
5. DRIVEWAYS. DRIVEWAYS ARE REQUIRED FROM THE STREET TO GARAGE DOOR OPENINGS AND SHALL BE CONSTRUCTED OF CONCRETE OR OTHER SURFACE APPROVED BY THE ARCHITECTURAL COMMITTEE.
6. ROOF PITCH. THE ROOF PITCH SHALL BE A MINIMUM OF 9/12 OVER SEVENTY-FIVE PERCENT (75%) OF THE ROOF AREA AND SHALL NOT BE LESS THAN 5/12 WITHOUT WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
7. SHINGLES. SHINGLES SHALL BE TAMKO 30-YEAR OR LONGER HERITAGE LAMINATED ASPHALT, BLACK OR GRAY COLOR. OTHER ROOFING MATERIAL MAY BE CONSIDERED FOR APPROVAL BY THE ARCHITECTURAL COMMITTEE UPON REQUEST FROM AN OWNER.

- 8. OTHER ROOFING MATERIAL. ROOF FLASHING AND ALL ROOFTOP PROTRUSIONS SUCH AS PLUMBING AND HEATING/COOLING VENTS SHALL BE PAINTED BLACK.
9. LANDSCAPING. YARDS SHALL BE SODDED AND LANDSCAPING INSTALLED WITHIN SIXTY (60) DAYS OF OCCUPANCY. A MINIMUM OF ONE (1) LARGE VARIETY TREE IS REQUIRED IN THE FRONT YARD OF EACH LOT, (MINIMUM CALIPER OF THREE (3) INCHES). ARTIFICIAL PLANTS ARE NOT PERMITTED.
10. HEATING AND AIR CONDITIONING REQUIREMENTS. ALL RESIDENCES IN THE ADDITION SHALL BE CONSTRUCTED WITH CENTRAL HEAT AND AIR SYSTEMS. NO PORTABLE, WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED.
11. FOUNDATIONS. ALL EXPOSED FOUNDATIONS, STEM WALLS AND RETAINING WALLS SHALL BE OF BRICK, NATURAL STONE OR STUCCO.
12. ROOF MOUNTED EQUIPMENT. SATELLITE RECEPTION DEVICES (DISHES) SHALL BE PLACED SUCH THAT THEY CANNOT BE VIEWED FROM THE STREET. SOLAR PANELS MAY BE PERMITTED SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECTURAL COMMITTEE.
13. UTILITY METERS. ALL METERS SHALL BE PLACED WITH A/C UNITS ON THE SIDE OF THE HOUSE.
14. FENCING. FENCING SHALL BE 6-FOOT WOOD PRIVACY FENCE WITH TOP CAP AND CONSTRUCTED SUCH THAT THE UNBRACED GOOD SIDE FACES THE STREET. ALL OTHER FENCING MAY BE PERMITTED SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECTURAL COMMITTEE.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN ARE COVENANTS WHICH SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. "PUBLIC STREETS AND EASEMENTS", ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY STATED, SHALL INURE TO THE BENEFIT AND SHALL BE ENFORCEABLE BY TULSA COUNTY, 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.

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 1. "PUBLIC STREETS AND EASEMENTS" 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 COUNTY COMMISSION, OR ITS SUCCESSORS AND TULSA COUNTY, OKLAHOMA.

D. SEVERABILITY

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

IN WITNESS WHEREOF, STONECREEK LLC HAS EXECUTED THIS INSTRUMENT THIS _____

DAY OF _____, 20____.
STONECREEK LLC
BY: _____
ROBERT MARTIN MILES
MANAGING MEMBER

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED ROBERT MARTIN MILES, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS THE MANAGING MEMBER, AND THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF STONECREEK LLC, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, A REGISTERED 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 "STONECREEK", A SUBDIVISION IN 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.

EXECUTED THIS _____ DAY OF _____, 20____.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694
STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED ANDY FRITZ, TO ME 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.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

