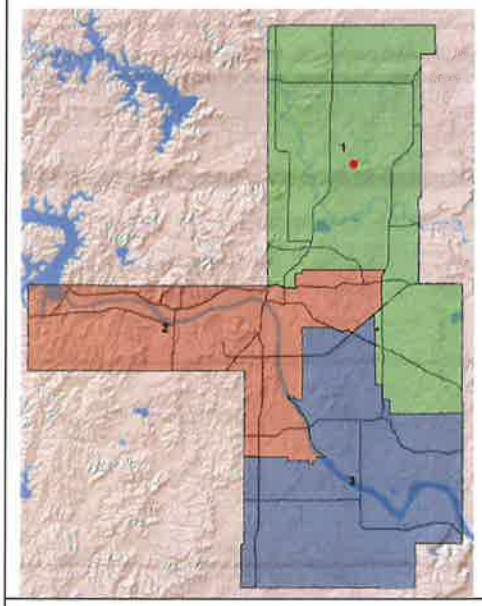
TMAPC Tulsa Metropolitan Area Planning Commission	**Case : Sheridan Crossing Phase IV** **Hearing Date: March 4, 2020**
Case Report Prepared by: Nathan Foster	**Owner and Applicant Information:** *Applicant*: Kellogg Engineering *Owner*: 86th Properties, LLC
Location Map: **(shown with County Commission Districts)** 	**Applicant Proposal:** Preliminary Subdivision Plat 44 lots, 8 blocks, 4 reserve areas 44± acres *Location*: North and east of the intersection of East 86th Street North and North Sheridan Road
Zoning: RE (Residential Estate)	**Staff Recommendation:** Staff recommends **approval** of the Preliminary Plat
	County Commission District: 1 *Commissioner Name:* Stan Sallee

EXHIBITS: Site Map, Aerial, Preliminary Plat, Conceptual Improvements Plan

PRELIMINARY SUBDIVISION PLAT

Sheridan Crossing Phase IV - (County)
North and east of the intersection of East 86th Street North and North Sheridan Road

This plat consists of 44 lots, 8 blocks, 4 reserve areas on 44± acres.

The Technical Advisory Committee (TAC) met on February 20, 2020 and provided the following conditions:

1. **Zoning:** The property is zoned RE (Residential – Estate). The proposed lots comply with the bulk and area requirements of the Tulsa County Zoning Code

2. **Transportation & Traffic:** Connections (stub streets) to the unplatted tracts east and south of the subject tract should be considered prior to final plat. Determination to be made by County Engineer.

3. **Sewer:** Proposed aerobic systems must be reviewed and approved by the Oklahoma Department of Environmental Quality.

4. **Water:** Submit plans for water to Rural Water District No. 3, Washington County and provide release.

5. **Engineering Graphics:** Submit a subdivision control data sheet with final plat. In the Location Map, remove individual parcel lines. Only show platted subdivision boundaries and label each. All other land should be labeled as "Unplatted". Provide the basis of bearings with a specific bearing angle between two known points associated with this plat. Graphically label all plat boundary pins that were found or set. Provide street names associated with the plat. Add "State of" before Oklahoma in the plat subtitle. Spell out Indian Base & Meridian in the plat subtitle.

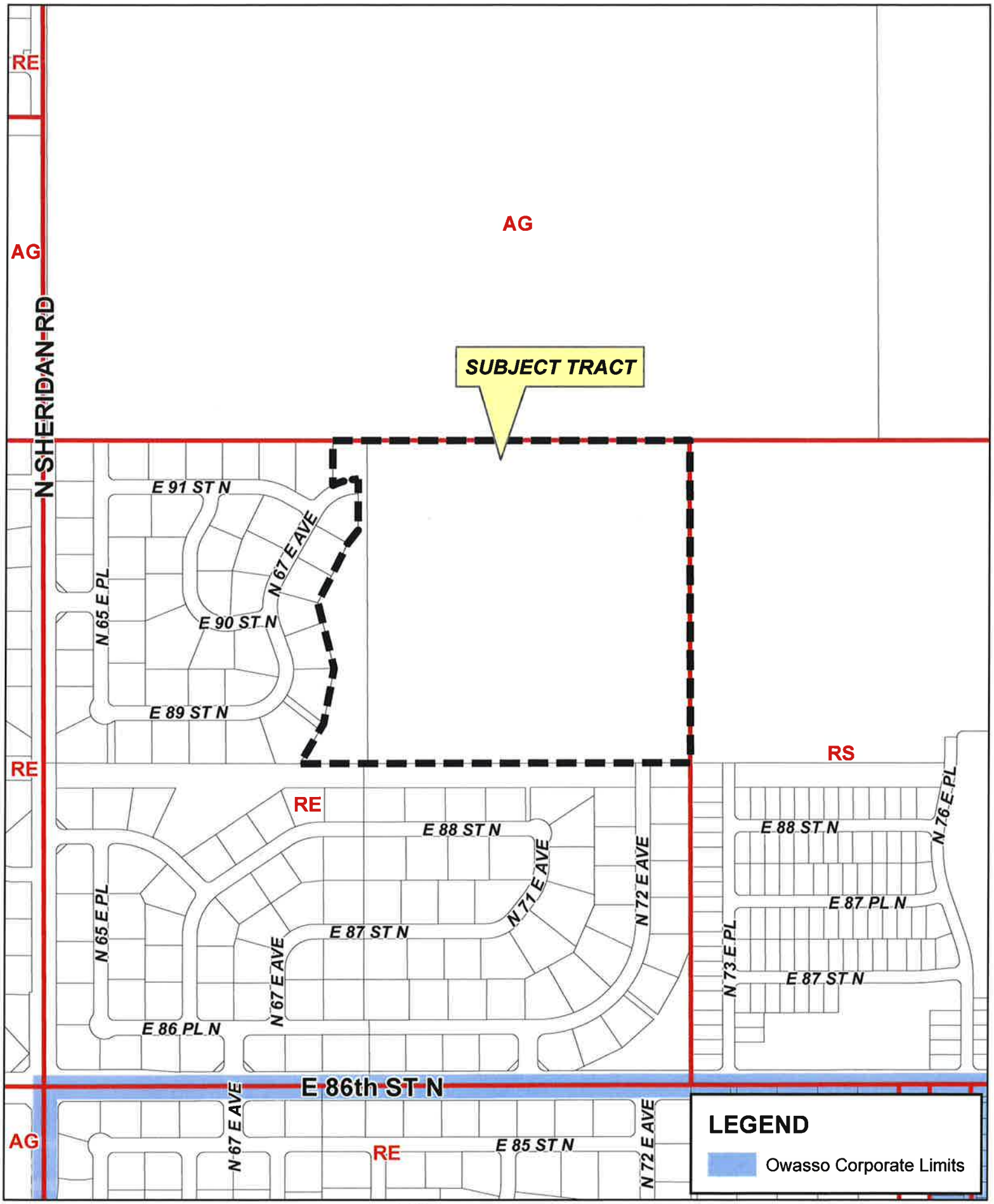
6. **Stormwater, Drainage, & Floodplain:** No comments.

7. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Waivers of Subdivision Regulations:

1. None Requested

Staff recommends **APPROVAL** of the preliminary subdivision plat subject to the conditions provided by TAC and the requirements of the Subdivisions Regulations.



Feet
0 250 500

SHERIDAN CROSSING PHASE IV

21-13 23

6.3

Feet
0 250 500

Subject Tract

SHERIDAN CROSSING PHASE IV

21-13 23

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2018

N

6.4

PRELIMINARY PLAT
SHERIDAN CROSSING PHASE IV

PART OF THE SW/4 OF SECTION 23, T-21-N, R-13-E I.B.&M.
TULSA COUNTY, STATE OF OKLAHOMA

ZONED: RE
ADDITION HAS 46 LOTS IN 6 BLOCKS AND 5 RESERVES
ALL CONTAINED IN 44.11 ACRES MORE OR LESS

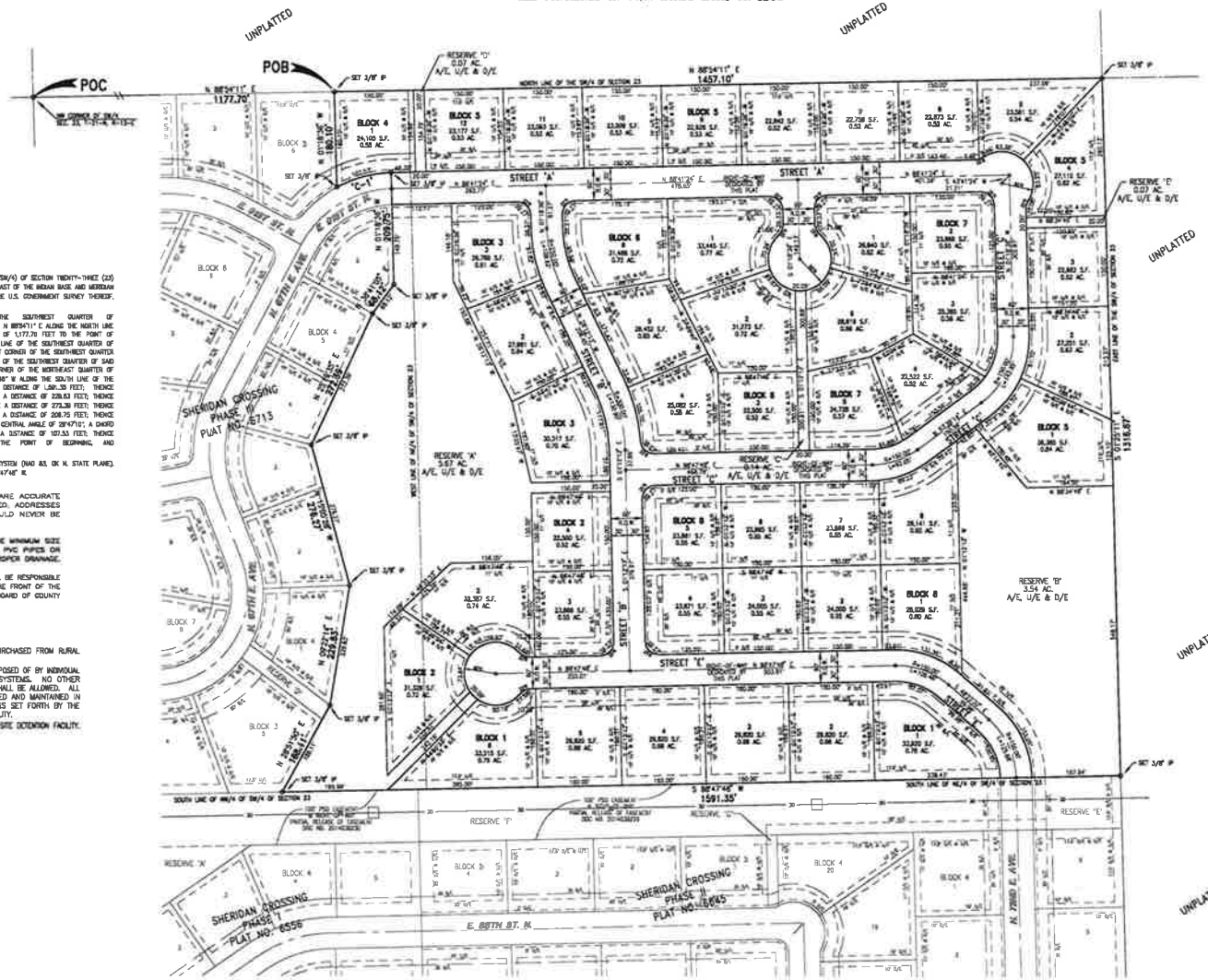
LEGEND

	PROPOSED BOUNDARY
	PROPOSED ROW
	PROPOSED LOT LINE
	PROPOSED BUILDING LINE
	PROPOSED EASEMENT
	ADJACENT LOT LINE
	PROPOSED COVER LINE
	EXISTING CONTOURS

SITE DATA

EXISTING ZONING	– RE
PROPOSED USE	– SINGLE FAMILY RESIDENTIAL
EXISTING LAND USE	– AGRICULTURE
TOTAL ACREAGE	– 44.11 ACRE
NUMBER OF LOTS	– 46 LOTS
DENSITY	– 1.00 LOTS/ACRE
AVERAGE LOT SIZE	– 29,867 SF
SMALLEST LOT SIZE	– 23,500 SF
LARGEST LOT SIZE	– 40,035 SF
RESERVE AREAS	– 5 RESERVE AREAS

ACC	ACCESS PERMITTED
B/L	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
L/NA	LIMITS OF NO ACCESS
RA	RESERVE AREA
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
F/E	FENCE EASEMENT
L/E	LANDSCAPE EASEMENT
A/E	ACCESS EASEMENT



LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-THREE (23) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 13 EAST, I.B.&M.; THENCE N 88°34'11" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,177.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°34'11" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,457.10 FEET TO THE NORTHEAST CORNER OF THE SOUTH-WEST QUARTER OF SAID SECTION 23; THENCE S 01°25'11" E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,316.87 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'46" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,591.35 FEET; THENCE N 28°51'50" E A DISTANCE OF 188.11 FEET; THENCE N 09°22'14" E A DISTANCE OF 228.53 FEET; THENCE N 17°05'28" W A DISTANCE OF 278.27 FEET; THENCE N 23°16'28" E A DISTANCE OF 272.28 FEET; THENCE N 39°41'25" E A DISTANCE OF 68.12 FEET; THENCE N 01°16'36" W A DISTANCE OF 208.75 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 28°47'10", A CHORD LENGTH OF 108.55 FEET, A CHORD BEARING OF S 75°17'46" W, A DISTANCE OF 107.53 FEET; THENCE N 01°16'36" W A DISTANCE OF 180.10 FEET TO THE POINT OF BEGINNING, AND CONTAINING 44.11 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD 83, OK N. STATE PLANE). THE REFERENCE BEARING IS THE SOUTH BOUNDARY LINE BEING S 88°47'46" W.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

THE CULVERT NOTATIONS REPRESENT THE MINIMUM SIZE OF SMOOTH HDPE PIPES OR SMOOTH PVC PIPES OR SMOOTH STEEL PIPES REQUIRED FOR PROPER DRAINAGE.

THE RESPECTIVE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR CONSTRUCTING A SIDEWALK ACROSS THE FRONT OF THE LOT AS REQUIRED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS.

GENERAL NOTES:

1. WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO 3, WASHINGTON COUNTY.
2. SANITARY SEWER DISPOSAL. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.
3. STORMWATER DETENTION. DETENTION PROVIDED ON-SITE DETENTION FACILITY.

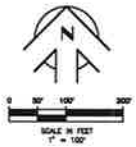
BENCHMARK:

TOP OF FOUND BRASS CAP AT THE SW CORNER OF SECTION 23, T-21-N, R-13-E.
DATUM: NGVD 29 ELEVATION = 666.90

SECTION 23
TULSA COUNTY

LOCATION MAP

SCALE: 1"=2000'



SUBDIVISION CONTAINS 44 LOTS IN 6 BLOCKS AND 4 RESERVE AREAS
TOTAL AREA: 44.11 ACRES
ZONED: RE

BEARING BASE: STATE PLANE GRID BEARINGS (NAD 83, OK N. STATE PLANE) THE REFERENCE BEARING IS THE SOUTH BOUNDARY LINE BEING S 88°47'46" W

ALL CORNERS ARE MONUMENTED WITH 3/8" IRON PINS

OWNER/DEVELOPER:
86TH PROPERTIES LLC
3420 N. PLAINVIEW AVE.
FAYETTEVILLE, AR 72703
PHONE: (918) 342-0840
EMAIL: bjgreen347@msn.com

ENGINEER:
KELLOGG ENGINEERING, INC.
6755 SOUTH 4050 ROAD
TALALA, OKLAHOMA 74080
PHONE: (918) 275-4080
FAX: (918) 275-7171
EMAIL: kelloggengineering@toteicsi.com
CERT. OF AUTHORIZATION NO. 2788
RENEWAL DATE: JUNE 30, 2021

SURVEYOR:
BENCHMARK SURVEYING AND LAND SERVICES, INC.
P.O. BOX 1078
OWASSO, OKLAHOMA 74055
PHONE: (918) 274-9081
FAX: (918) 274-0807
EMAIL: benchmark@atlasok.com
CERT.OF AUTHORIZATION NO. 2235
RENEWAL DATE: JUNE 30, 2020

CURVE TABLE

CURVE NUMBER	L	R	CB	CH	D
C-1	107.53'	230.00'	S 75°17'46" W	106.55'	28°47'10"

The Declaration of Covenants, Conditions and Restrictions

SHERIDAN CROSSING PHASE IV IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY. IT IS THE DESIRE AND INTENT OF 88th PROPERTIES, LLC, A LIMITED LIABILITY COMPANY ("THE DEVELOPER"), TO CREATE A RESIDENTIAL COMMUNITY IN WHICH SUCH BEAUTY SHALL BE SUBSTANTIALLY PRESERVED AND ENHANCED BY THE CREATION AND ENFORCEMENT OF DEVELOPMENT STANDARDS. SUCH STANDARDS SHALL APPLY TO ALL LOTS LOCATED IN THE SUBDIVISION DESCRIBED AS:

A TRACT OF LAND THAT IS LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-THREE (23) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 13 EAST, I.B.&M.; THENCE N 88°54'11" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,177.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°54'11" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,457.10 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 01°25'11" E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,318.67 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'48" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,591.35 FEET; THENCE N 28°51'30" E A DISTANCE OF 168.11 FEET; THENCE N 09°22'14" E A DISTANCE OF 229.83 FEET; THENCE N 13°05'28" W A DISTANCE OF 278.27 FEET; THENCE N 25°19'35" E A DISTANCE OF 272.39 FEET; THENCE N 36°41'05" E A DISTANCE OF 68.12 FEET; THENCE N 07°18'36" W A DISTANCE OF 208.75 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 28°47'10", A CHORD LENGTH OF 108.55 FEET, A CHORD BEARING OF S [illegible] TO THE POINT OF BEGINNING, AND CONTAINING 44.11 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD 83, OK N. STATE PLANE). THE REFERENCE BEARING IS THE SOUTH BOUNDARY LINE BEING S 88°47'48" W.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED SHERIDAN CROSSING PHASE IV, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

THE DEVELOPER, BEING THE OWNER OF ALL LOTS AND BLOCKS WITHIN SHERIDAN CROSSING PHASE IV AND DESIRING TO ESTABLISH A COMPATIBLE SYSTEM OF DEVELOPMENT AND PRESERVE THE CHARACTER OF SHERIDAN CROSSING PHASE IV ("THE SUBDIVISION"), DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I

1.1 PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

1.2 UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE MAY ONLY BE LOCATED ALONG THE NORTH PROPERTY LINES OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

D. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

E. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.

F. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

1.3 UNDERGROUND GAS SERVICE. UNDERGROUND SERVICE LINES TO ALL HOMES MAY BE RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE HOME: PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE LINE TO A HOME, THE SUPPLIER OF GAS SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE HOME. ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE ENTRANCE TO THE HOME.

A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED BY IT.

B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT SUCH OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED BY ACTS OF SUCH OWNER OR ITS AGENTS OR CONTRACTORS.

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

1.4 WATER AND SANITARY SEWER AND STORM SEWER. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM DRAIN FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

A. RURAL WATER DISTRICT NO.3, WASHINGTON COUNTY, OR AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO.3, WASHINGTON COUNTY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO.3, WASHINGTON COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER AND/OR HIS AGENTS. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

1.5 LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, THE UTILITY PROVIDER SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

1.6 RESERVE AREAS: ALL RESERVE AREAS AS SHOWN ON THE PLAT SHALL BE OWNED AND MAINTAINED BY THE "SHERIDAN CROSSING ASSOCIATION". MAINTENANCE OF SAID RESERVE AREAS SHALL BE MAINTAINED BY THE DEVELOPER UNTIL THE "SHERIDAN CROSSING ASSOCIATION" HAS BEEN CREATED.

A. ALL RESERVE AREAS, AS SHOWN ON THE PLAT, ARE SUBJECT FIRST AND FOREMOST TO THE EASEMENTS WITHIN SAID RESERVE AREAS AND AS SHOWN ON THE PLAT AND EASEMENT REQUIREMENTS AS SET FORTH IN SECTIONS 1.1, 1.2, 1.3, 1.4, 1.5, AND 1.8 AS USED ABOVE. ALL RESERVE AREAS ARE HEREBY DEEMED AS DRAINAGE AND UTILITY EASEMENTS AND MAY BE USED SO LONG AS SUCH USE DOES NOT MATERIALLY INTERFERE WITH THE DEVELOPER'S INTENDED USE OF SUCH RESERVE AREA.

B. NO WALL, FENCE, OR BUILDING SHALL BE PLACED OR MAINTAINED WITHIN A RESERVE AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE OR CONTOURS IN THE EASEMENT AREA UNLESS APPROVED BY THE DEVELOPER AND TULSA COUNTY.

ARTICLE II
RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

2.1 DWELLINGS. UNLESS WAIVED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

A. DWELLING SIZE. ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 2,200 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 2,400 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

B. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST EIGHTY PER CENT (80%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE. THE FRONT EXTERIOR WALLS OF THE DWELLING SHALL BE ONE HUNDRED PERCENT (100%) COMPRISED OF BRICK OR STONE TO THE FIRST FLOOR PLATE LINE; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. ON CORNER LOTS, THERE SHALL BE A WAINSCOAT OF MASONRY ALONG THE SIDE OF THE HOUSE THAT FACES THE STREET. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. IN PARTICULAR CASES, THE DEVELOPER RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.

C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED. ALL GARAGE DOORS FACING STREET WILL BE OVERLAID IN A SURFACE/MATERIAL MATCHING HOUSE EXTERIOR. GARAGE DOORS FACING STREET WILL BE LIMITED TO A SINGLE WIDTH GARAGE DOOR. ALL OTHER GARAGE ENTRY AND DOORS WILL BE SIDE OR REAR ACCESS.

D. PATIO COVERS. ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

PRELIMINARY PLAT
SHERIDAN CROSSING PHASE IV

PART OF THE SW/4 OF SECTION 23, T-21-N, R-13-E I.B.&M.
TULSA COUNTY, STATE OF OKLAHOMA

ZONED: RE
ADDITION HAS 46 LOTS IN 8 BLOCKS AND 5 RESERVES
ALL CONTAINED IN 44.11 ACRES MORE OR LESS

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL. EACH DRIVEWAY WILL HAVE EITHER A UNIFORM CONCRETE HEADWALL APPROVED BY THE DEVELOPER ON THE HEADWALL WILL BE CONSTRUCTED OF MASONRY TO MATCH THE BRICK OF THE HOME. ALL FINISHED HEADWALLS WILL HAVE MINIMUM LIGHTING REQUIREMENTS OF TWO LAMPS/LIGHTING FIXTURES. THE DRAINAGE CULVERTS UNDERNEATH THE DRIVEWAYS SHALL BE ROUND STEEL PIPE AND SIZED AS SHOWN OF THE DRAFT FINAL PLAT. THE ENDS OF SUCH CULVERTS SHALL NOT EXTEND BEYOND THE HEADWALLS.

F. MAILBOXES. ALL MAILBOXES WILL USE MASONRY ENCLOSURES/STRUCTURES MATCHING MASONRY USED ON THE HOUSE EXTERIOR.

G. ROOF PITCH; MATERIALS. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 8/12. ROOF MATERIALS SHALL BE HERITAGE II OR EQUAL COMPOSITION SHINGLES AND SHALL BE DARK EARTH TONE IN COLOR TO RESEMBLE WEATHERED WOOD.

H. SODDING; LANDSCAPING. UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE OWNER SHALL BE RESPONSIBLE FOR CAREFULLY REESTABLISHING THE FINAL GRADE OF THE BAR DITCH TO PERMIT THE FREE FLOW OF STORMWATER. THE BAR DITCH SHALL BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE MATERIAL. EACH LOT MUST BE FULLY (100%) SODDED. EACH LOT SHALL HAVE A PROFESSIONAL LANDSCAPE PACKAGE INSTALLED IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.

I. WINDOWS. ALL WINDOWS WILL BE VINYL CONSTRUCTION ONLY.

J. CHIMNEYS. NO VISIBLE CHIMNEYS WILL BE ALLOWED UNLESS CONSTRUCTED WITH MASONRY.

2.2 APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE SUBDIVISION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER. IN ITS REVIEW OF PLANS OR CONSIDERATION OF ANY REQUEST FOR WAIVER HEREIN AUTHORIZED, THE DEVELOPER 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 CONSTRUCTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA.

A. THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DEVELOPER IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DEVELOPER DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DEVELOPER, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT COVENANTS AND RESTRICTIONS IMPOSED UPON THE SUBDIVISION.

B. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGN, GEOTECHNICAL DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND TULSA COUNTY BUILDING CODES.

2.3 SET-BACK LINES. NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT. UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET- BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD: 35 FEET
SIDE YARD: 15 FEET
OTHER SIDE YARD: 15 FEET
BACK YARD: 25 FEET

2.4 FENCES. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO FENCING: NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER THE STREET THAN THE MINIMUM SET-BACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAT THE MAIN STRUCTURE WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER, AND NO FENCE ON ANY LOT SHALL EXCEED FOUR (4) FEET IN HEIGHT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE EASEMENTS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH IN THE OPINION OF THE DEVELOPER WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF.

IN ADDITION TO ALL FENCING RESTRICTIONS SET FORTH IN THE PARAGRAPH ABOVE, THE FOLLOWING FENCING RESTRICTIONS SHALL APPLY TO ALL LOTS:

A. IN THE EVENT A FENCE IS ERECTED UPON A LOT, SUCH FENCE SHALL BE A "WOOD POST AND RAIL" STRUCTURE WITH BLACK VINYL CHAIN LINK THEREON. NO PRIVACY FENCES ALLOWED, EXPECT FOR SCREENING FENCES INSTALLED BY THE DEVELOPER AND OR LIMITED PRIVACY FENCES INSTALLED IN BACKYARDS, SUCH PRIVACY FENCES MUST BE APPROVED BY THE DEVELOPER PRIOR INSTALLATION. THE DEVELOPER RESERVES THE RIGHT TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR SUCH FENCING IN A MANNER WHICH THE DEVELOPER, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY PARAGRAPH 4.2 THEREOF.

2.5 OUTBUILDINGS. ALL OUTBUILDINGS WILL MATCH THE HOME EXTERIOR AND WILL BE APPROVED BY A DESIGN COMMITTEE CONSISTING OF THREE BUILDERS AS DETERMINED BY THE DEVELOPER. ALL SUCH OUTBUILDINGS SHALL HAVE A MINIMUM FLOOR AREA OF 160 SQUARE FEET. NO OUTBUILDING CONSTRUCTED ELSE WHERE SHALL BE MOVED INTO SHERIDAN CROSSING PHASE IV.

2.6 ANTENNAE. NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER.

2.7 LANDSCAPING. EACH BUILDER WILL CONTRIBUTE A MINIMUM OF $1,500.00 PER HOME FOR LANDSCAPING. AT LEAST TWO TREES WILL BE PART OF THIS INVESTMENT.

2.8 POOLS. NO ABOVE GROUND POOLS WILL BE PERMITTED.

2.9 SIDEWALKS. THE RESPECTIVE OWNER OF EACH DWELLING AND OR THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR CONSTRUCTING A SIDEWALK ACROSS THE FRONT OF THE LOT AS REQUIRED AND AS PER POLICIES AND PROCEDURES ADOPTED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS.

ARTICLE III
LOT USE AND RESTRICTIONS

3.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE: PROVIDED, HOWEVER, THE DEVELOPER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED BY A BUILDER FOR A FIXED TIME PERIOD, AT THE DEVELOPER'S SOLE DISCRETION. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE DEVELOPER MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO DWELLING CONSTRUCT ELSE WHERE SHALL BE MOVED INTO SHERIDAN CROSSING PHASE IV. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN SHERIDAN CROSSING PHASE IV, EXCEPT THAT THE DEVELOPER OR ITS DESIGNEE(S) MAY USE SUCH A MOBILE HOME AS A TEMPORARY SALES OFFICE.

3.2 NOISE/NUISANCE. NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A RESIDENTIAL LOT. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VISION, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

3.3 ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY RESIDENTIAL LOT EXCEPT FOR DOMESTICATED DOGS AND CATS ONLY, PROVIDED, HOWEVER, THAT NO MORE THAN FOUR (4) ADULT DOGS SHALL BE MAINTAINED ON ANY RESIDENTIAL LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE DEVELOPER OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE SHERIDAN CROSSING ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE IN AN AMOUNT LEVIED BY THE ASSOCIATION'S BOARD OF DIRECTORS. THE AMOUNT OF SUCH FINE SHALL BECOME A LIEN UPON THE OWNER'S LOT AND GOVERNED BY PARAGRAPH 4.2 HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. NO KENNELS ARE PERMITTED. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE RESERVE AREAS, AND AT THE OPTION OF THE DEVELOPER OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

3.4 LOT MAINTENANCE. ALL RESIDENTIAL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL RESIDENTIAL LOTS SHALL KEEP ALL WEEDS AND GRASS THEREON CUT AND SHALL IN NO EVENT USE ANY RESIDENTIAL LOT FOR STORAGE OF MATERIALS OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENT TO CONSTRUCTION OF IMPROVEMENTS THEREON AS HEREIN PERMITTED, OR PERMIT THE ACCUMULATION OF GARBAGE, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY. THE DEVELOPER RESERVES THE RIGHT FOR ITS AGENTS OR DESIGNEES TO ENTER UPON ANY RESIDENTIAL LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER. THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON SUCH LOT AND GOVERNED BY PARAGRAPH 3.2 HEREOF.

3.5 WIND GENERATORS. SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

3.6 CLOTHES LINES. THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

3.7 AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED OR PARKED WITHIN THE SUBDIVISION.

3.8 AIR CONDITIONING REQUIREMENTS. NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.

3.9 STORAGE. NO OUTDOOR STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR BACKHOE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

3.10 VEHICLES AND MOTORCYCLES. EXCEPT AS PROVIDED HEREIN, NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER (POP-UP OR OTHERWISE), TRAILER (INCLUDING, WITHOUT LIMITATION, GOOSENECKS AND LIVESTOCK TRAILERS AND CAR HAULERS), BOAT, ALL TERRAIN VEHICLE (ATV) OR RECREATIONAL VEHICLE (RV) OR SIMILAR VEHICLE OR EQUIPMENT, WHETHER OR NOT OPERABLE (COLLECTIVELY REFERRED TO AS "VEHICLES"), SHALL BE KEPT, PARKED, STORED OR STORED ON ANY LOT, DRIVEWAY, STREET OR THE COMMON AREA, EXCEPT IN A GARAGE OR A DETACHED BUILDING THAT THE DEVELOPER OR ASSOCIATION HAS APPROVED IN WRITING. [illegible] VEHICLES, SUCH AS AUTOMOBILES, PASSENGER VANS, SUV'S, AND COMMERCIAL VEHICLES OF 3/4 TON OR LESS ARE PERMITTED TO BE PARKED IN THE DRIVEWAY, PROVIDED SUCH VEHICLES ARE TO BE PARKED OVER NIGHT AND STORED INSIDE A CLOSED GARAGE AS SET FOR HEREIN. FURTHER, BOATS, TRAILERS AND RV'S MAY BE PARKED TEMPORARILY (FOR A PERIOD NOT TO EXCEED 72 CONSECUTIVE HOURS PER WEEK) ON THE DRIVEWAY OF A LOT FOR PURPOSES OF LOADING, UNLOADING OR WASHING SAID BOAT, TRAILER OR RV.

3.11 SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY RESIDENTIAL LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS OF THE SAME SIZE [illegible] POLITICAL ELECTION, UNLESS APPROVED IN WRITING BY THE DEVELOPER. THE DEVELOPER, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE DEVELOPER, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE DEVELOPER OR ITS DESIGNEES.

3.12 WASTE. NO RESIDENTIAL LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. NO BURNING OF TRASH SHALL BE PERMITTED. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL RESIDENTIAL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. ALL RESIDENTIAL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN 12 HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

3.13 WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.3, WASHINGTON COUNTY.

3.14 SANITARY SEWER DISPOSAL. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SANITARY SEWER DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

3.15 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 BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT.

3.16 COMPLIANCE WITH CODE. ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

ARTICLE IV
PROPERTY OWNERS' ASSOCIATION

4.1 PROPERTY OWNERS' ASSOCIATION. A PROPERTY OWNERS' ASSOCIATION, KNOWN AS "SHERIDAN CROSSING ASSOCIATION," AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 60 O.S. 1991, § 851, ET SEQ. TO MAINTAIN THE ENTRYWAYS AND THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF SHERIDAN CROSSING ASSOCIATION (THE "ASSOCIATION"), MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

4.2 ASSESSMENTS. THE FOLLOWING ANNUAL ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS: $300.00 PER YEAR PER LOT. SUCH ASSESSMENTS MAY BE INCREASED TEN PERCENT (10%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO FIFTEEN PERCENT (15%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OWNERS OF LOTS IN THE SUBDIVISION. SUCH ASSESSMENTS SHALL BE A LIEN UPON THE LOT ASSESSED. ANY SUCH LIEN MAY BE FORECLOSED BY THE ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEYS FEES INCURRED BY THE ASSOCIATION IN CONNECTION WITH SUCH SUIT. NO LOT SHALL BE ENTITLED TO MORE THAN ONE (1) VOTE, REGARDLESS OF THE NUMBER OF OWNERS. NO LOT OWNED BY THE DEVELOPER SHALL BE SUBJECT TO ASSESSMENT.

4.3 RULES AND REGULATION; FINES. THE ASSOCIATION OF ITS BOARD OF DIRECTORS SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH LOT OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH LOT OWNER'S TENANTS, GUESTS AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE ASSOCIATION OR ITS BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION THROUGH REASONABLE AND UNIFORMLY APPLIED FINES.

ARTICLE V
DEVELOPER'S RESERVED RIGHTS

5.1 IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO THE DEVELOPER OR GRANTED TO THE DEVELOPER UNDER THE PROVISIONS OF THE SHERIDAN CROSSING PHASE IV DEED OF DEDICATION, THIS DECLARATION OR THE ASSOCIATION DOCUMENTS, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE PROVISIONS OF THIS ARTICLE SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIME AS DEVELOPER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ANY LOT OR PROPERTY WITHIN THE SUBDIVISION.

5.2 PROMOTION OF SHERIDAN CROSSING PHASE IV. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION: (A) DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, ON TO SUCH PROPERTY AS DEVELOPER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DEVELOPER MAY DEEM ADVISABLE, AND (B) DEVELOPER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

5.3 CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS' ACCESS TO AND UPON SUCH PROPERTY AS DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS DEVELOPER MAY REQUIRE. DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON SUCH PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.

5.4 DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE SHERIDAN CROSSING ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DEVELOPER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH DEVELOPER'S RIGHTS UNDER THIS SECTION SHALL TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARDS PRIOR TO THE TURNOVER DATE SHALL CONSIST OF THOSE PERSONS DESIGNATED BY DEVELOPER. DEVELOPER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY LOT IN THE SUBDIVISION, (B) THE GIVING OF WRITTEN NOTICE BY DEVELOPER, TO THE ASSOCIATION'S BOARD OF THE DEVELOPER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) TEN (10) YEARS FROM THE DATE OF RECORDING HEREOF. FROM AND AFTER THE TURNOVER DATE, THE BOARD SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE OWNERS SHALL BE VESTED EXCLUSIVELY IN DEVELOPER. THE OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS, DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNERS' LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. THE DEVELOPER, UPON REQUEST, SHALL SUPPLY SUCH OWNERS WITH AN ANNUAL ACCOUNTING OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.

5.5 OTHER RIGHTS. DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION.

ARTICLE VI
PRUDENTIAL CONSIDERATIONS

6.1 ENFORCEMENT. ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR AN OWNER OF ANY LOT HAVING ANY INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEVERALLY, OR BY THE ASSOCIATION. THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

6.2 REMEDIES. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, ANY PERSON OWNING ANY REAL PROPERTY IN THE ADDITION SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF, THE DEVELOPER OR THE ASSOCIATION, IF THE PREVAILING PARTY, SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS FEES TO BE TAXED AS COSTS.

6.3 SPECIAL ASSESSMENTS. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN THE BOARD OF DIRECTORS OF THE ASSOCIATION OR THE DEVELOPER SHALL HAVE THE RIGHT TO ENTER UPON SAID PARCEL AND TO REMEDY THE VIOLATION. THE COST FOR CURING THE VIOLATION SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE FORECLOSED AS CONTAINED HEREIN.

6.4 NO WAIVER. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

6.5 WAIVER OF RIGHT OF RECOVERY. EACH OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE FOR THE RISK OF BODILY INJURY AND PHYSICAL LOSS OR DAMAGES OF ANY KIND TO HIS AND HIS INVITEES' PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL PROPERTY STORED OR LOCATED ON PROPERTY WITHIN THE SUBDIVISION AND WITH RESPECT TO HIS HOME. THE ASSOCIATION AND EACH OWNER HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH THEY MAY HAVE AGAINST ANY OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, THE DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGE TO THE LOTS, OR THE HOMES, OR TO ANY PERSONAL PROPERTY LOCATED IN THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY FIRE, FLOOD OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE. ALL SUCH POLICIES SHALL CONTAIN WAIVERS OF THE INSURER'S RIGHTS TO SUBROGATION AGAINST ANY OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

6.6 SERVICEABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

6.7 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBDIVISION OR ANY IMPROVEMENT IN THE SUBDIVISION, THE SUFFICIENCY OF UTILITIES, THE STORMWATER MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION THE COMMON AREAS AND INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

6.8 BINDING EFFECT; AMENDMENTS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

A. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY DEVELOPER ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGEMENT OF, AND A CONSENT TO THE RESERVATION OF, THE POWER TO DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT THE TURNOVER DATE.

B. IN GENERAL, AFTER THE TURNOVER DATE, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE TOTAL VOTES OR BY AN INSTRUMENT EXECUTED BY ONE OR MORE OWNERS OF AT LEAST TWO-THIRDS (2/3RDS) OF THE LOTS, EXCEPT THAT (I) THE PROVISIONS OF THIS PARAGRAPH MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DEVELOPER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DEVELOPER. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGES AND OTHER BEHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

ARTICLE VII
ARCHITECTURAL/BUILDER COMMITTEE

7.1 COMMITTEE. AN ARCHITECTURAL/BUILDER COMMITTEE WILL BE FORMED TO REVIEW ADDITIONAL DESIGN REQUEST FROM BUILDERS/OWNERS. THIS COMMITTEE WILL SUGGEST/CONTROL ASPECTS OF CONSTRUCTION THAT WILL INCLUDE, BUT NOT LIMITED TO ROOF SHINGLE COLOR, EXTERIOR PAINT COLOR, OUT-BUILDING DESIGN CONFORMANCE, STANDARD EXTERIOR STREET LIGHTING, TELEVISION RECEPTION DEVICES, FENCING, BUILDING MATERIAL USAGE, ETC.

7.2 TRASH RECEPTACLES. DURING CONSTRUCTION ALL DEBRIS, TRASH, CONTAINERS, OR PACKAGING MATERIALS WILL BE DISCARDED IN RECEPTACLES APPROVED BY THE ARCHITECTURAL/BUILDER COMMITTEE.

7.3 CONCRETE DISPOSAL. DEVELOPER WILL DESIGNATE A CONCRETE WASH-OUT AREA THAT WILL BE THE ONLY AREA USED FOR CLEAN-UP OF CONCRETE TRUCKS/MIXING EQUIPMENT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, 88th PROPERTIES, LLC, A LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS

________ DAY OF ________________, 2020.

88th PROPERTIES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

____
BRIAN GREEN - MEMBER

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ________ DAY OF ________________, 2020, PERSONALLY APPEARED BRIAN GREEN, MEMBER OF 88th PROPERTIES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

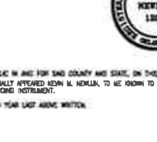
________________________ ________________________
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS SHERIDAN CROSSING PHASE IV, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS ________ DAY OF ________________, 2020.

____
KEVIN M. NEWLUN
OKLAHOMA REGISTERED LAND SURVEYOR #1289
BENCHMARK SURVEYING AND LAND SERVICES, INC.,
C.A. #2235, EXP 6-30-20



STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ________ DAY OF ________________, 2020, PERSONALLY APPEARED KEVIN M. NEWLUN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

________________________ ________________________
MY COMMISSION EXPIRES NOTARY PUBLIC

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE TULSA COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND ON SITE SANITARY SEWER DISPOSAL SYSTEMS ON THIS ________ DAY OF ________________, 2020

____
ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF COUNTY TREASURER

I, ________________________, COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2020.

DATED THIS ________ DAY OF ________________, 2020

____
COUNTY TREASURER

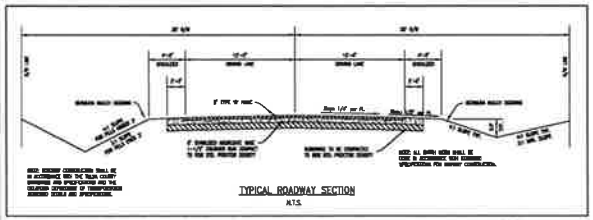
PRELIMINARY PLAT
SHERIDAN CROSSING PHASE IV
January 30, 2020
SHEET 2 of 2

6.6

CONCEPTUAL PLAN
SHERIDAN CROSSING PHASE IV

PART OF THE SW/4 OF SECTION 23, T-21-N, R-13-E I.B.&M.
TULSA COUNTY, OKLAHOMA

ZONED: RE
ADDITION HAS 46 LOTS IN 8 BLOCKS AND 5 RESERVES
ALL CONTAINED IN 44.11 ACRES MORE OR LESS



LEGEND

- PROPOSED BOUNDARY
- PROPOSED ROW
- PROPOSED LOT LINE
- PROPOSED BUILDING LINE
- PROPOSED EASEMENT
- ADJACENT LOT LINE
- EXISTING CONTOURS
- PROPOSED CENTER LINE
- PROPOSED EDGE OF ASPHALT
- PROPOSED EDGE OF SHOULDER
- PROPOSED STORM DRAIN
- PROPOSED WATER LINE
- EXISTING WATER LINE
- DRAINAGE FLOW ARROW

SITE DATA

EXISTING ZONING	= RE
PROPOSED USE	= SINGLE FAMILY RESIDENTIAL
EXISTING LAND USE	= AGRICULTURE
TOTAL ACREAGE	= 44.11 ACRE
NUMBER OF LOTS	= 46 LOTS
DENSITY	= 1.023 LOTS/ACRE
AVERAGE LOT SIZE	= 28,697 SF
SMALLEST LOT SIZE	= 22,500 SF
LARGEST LOT SIZE	= 40,035 SF
RESERVE AREAS	= 5 RESERVE AREAS

LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-THREE (23) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23; TOWNSHIP 21 NORTH, RANGE 13 EAST, I.B.&M.; THENCE N 88°54'11" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,177.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°54'11" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,457.10 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 01°52'11" E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,316.87 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'48" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 1,591.35 FEET; THENCE N 29°51'50" E A DISTANCE OF 198.11 FEET; THENCE N 08°22'14" E A DISTANCE OF 220.83 FEET; THENCE N 15°05'25" W A DISTANCE OF 278.27 FEET; THENCE N 25°16'30" E A DISTANCE OF 272.28 FEET; THENCE N 39°41'05" E A DISTANCE OF 88.13 FEET; THENCE N 01°18'38" W A DISTANCE OF 208.73 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 26°47'10", A CHORD LENGTH OF 106.55 FEET, A CHORD BEARING OF S 75°17'48" W, A DISTANCE OF 107.53 FEET; THENCE N 01°52'11" W A DISTANCE OF 198.16 FEET TO THE POINT OF BEGINNING, AND CONTAINING 44.11 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM. THE REFERENCE BEARING IS THE SOUTH BOUNDARY LINE.

GENERAL NOTES:

1. WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO 3, WASHINGTON COUNTY.
2. SANITARY SEWER DISPOSAL. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.
3. STORMWATER DETENTION. DETENTION PROVIDED ON-SITE DETENTION FACILITY.

BENCHMARK:
TOP OF FOUND BRASS CAP AT THE SW CORNER OF SECTION 23, T-21-N, R-13-E
DATUM: NGVD 29
ELEVATION = 856.85

SECTION 23
TULSA COUNTY

LOCATION MAP
SCALE: 1"=2000'

OWNER/DEVELOPER:
86TH PROPERTIES LLC
3420 N. PLAINVIEW AVE.
FAYETTEVILLE, AR 72703
PHONE: (918) 342-0840
EMAIL: bjgreen347@msn.com

ENGINEER:
KELLOGG ENGINEERING, INC.
6755 SOUTH 4060 ROAD
TALALA, OKLAHOMA 74080
PHONE: (918) 275-4080
FAX: (918) 275-7171
EMAIL: kelloggengineering@totelcsl.com
CERT. OF AUTHORIZATION NO. 2788
RENEWAL DATE: JUNE 30, 2021

SURVEYOR:
BENCHMARK SURVEYING
AND LAND SERVICES, INC.
P.O. BOX 1078
OWASSO, OKLAHOMA 74055
PHONE: (918) 274-9081
FAX: (918) 274-0807
EMAIL: benchmark@atlasok.com
CERT.OF AUTHORIZATION NO. 2235
RENEWAL DATE: JUNE 30, 2020

CURVE TABLE

CURVE NUMBER	L	R	Ch	Ch	D
C-1	107.53'	230.00'	S 75°17'48" W	106.55'	26°47'10"

NOTE:
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DETAILS PROVIDED IN THE CONSTRUCTION PLAN, WITH THE TULSA COUNTY STANDARDS AND SPECIFICATIONS, AND WITH THE O.D.O.T. STANDARD DETAILS AND SPECIFICATIONS.

NOTE:
ALL WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH DETAILS PROVIDED IN THE CONSTRUCTION PLANS & WITH THE WASH. CO. RWD #3 STANDARD DETAILS AND SPECIFICATIONS.

NOTE:
ALL PAVEMENT AND SUBGRADE WORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION.

NOTE:
ALL CULVERTS UNDER ROADWAYS SHALL BE ROUND SMOOTH STEEL PIPE HAVING A MINIMUM OF 1/4" WALL THICKNESS.

NOTE:
ALL UTILITY ROAD CROSSINGS SHALL BE BACKFILLED WITH CDOT TYPE "A" AGGREGATE FROM TOP OF PIPE TO THE BASE OF PAVEMENT PER ROGERS COUNTY STANDARD DETAILS AND SPECIFICATIONS.

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