

**ACCELERATED RELEASE OF BUILDING PERMIT**

**APPLICATION INFORMATION**

RECEIVED BY: AC DATE FILED: 5/16/23 TAC DATE: 07/01/23 TMAPC DATE: 07/19/23 06/21/23

ZONING REFERENCE CASE: \_\_\_\_\_ BOA REFERENCE CASE: \_\_\_\_\_  
 TMAPC DATE (IF PENDING): \_\_\_\_\_ PROPOSED ZONING: \_\_\_\_\_ BOA DATE (IF PENDING): \_\_\_\_\_

\*A PRELIMINARY PLAT MUST BE IN PROCESS BEFORE A REQUEST FOR ACCELERATED RELEASE WILL BE CONSIDERED.

\*PLAT NAME: Elwood Square \*APPROVAL DATE: \_\_\_\_\_ \*ANTICIPATED APPROVAL DATE: \_\_\_\_\_

**SUBJECT PROPERTY INFORMATION**

ADDRESS OR DESCRIPTIVE LOCATION: 7132 S ELWOOD AVE W  
 LEGAL DESCRIPTION: PRT NE BEG 530S NEC NE TH W314.61 SW204.16 W268.73 N20 W572.24  
N490.84 E96.60 N10 E112.15 N108.75 NE42.26 E1039.10 S138 E50 S TO POB  
SEC 11 18 12

PRESENT ZONING: CS T-R-S: 18-12-11 COUNCIL DISTRICT: 2 CO COMM DISTRICT: \_\_\_\_\_

**INFORMATION ABOUT YOUR PROPOSAL**

PROPOSED USE: 67,000 sf in-line Retail Strip Center

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	<u>Jason Ting</u>	NAME	<u>Ting Financial Group</u>
ADDRESS	<u>6920 S Lewis Ave</u>	ADDRESS	<u>6920 S Lewis Ave</u>
CITY, ST, ZIP	<u>Tulsa, OK 74136</u>	CITY, ST, ZIP	<u>Tulsa, OK 74136</u>
DAYTIME PHONE	<u>918-246-6322</u>	DAYTIME PHONE	<u>918-246-6322</u>
EMAIL	<u>TingRealty@gmail.com</u>	EMAIL	<u>TingRealty@gmail.com</u>

I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.  
 SIGNATURE & DATE: \_\_\_\_\_

DOES OWNER CONSENT TO THIS APPLICATION  YES [ ] NO. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Mgr

<b>APPLICATION FEES (Make checks payable to INCOG)</b>		
TOTAL DUE:	<b>\$500</b>	RECEIPT NUMBER: <u>235661</u>

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

**DISPOSITION**

TMAPC ACTION: [ ] APPROVED [ ] DENIED DATE: \_\_\_\_\_ CONDITIONS: \_\_\_\_\_

**SUBMITTAL REQUIREMENTS:**  
 Conceptual Site Plan – 4 copies, 11x17 max & PDF  
 Preliminary Plat – 4 full-size copies & PDF  
 Note: Additional preliminary plat copies are not required if applications are submitted concurrently.

**The following criteria must be met prior to authorization for an Accelerated Release of a Building Permit (Section 10-110.6 Subdivision & Development Regulations):**

- The subject building permit is for a lot or parcel that is not required to be platted by Oklahoma statutes;
- All required rights-of-way and easements have been dedicated or the planning commission has determined that circumstances related to the subject property reasonably preclude the future use or improvement of the area for which dedication would be required; and
- All required improvements are in place or have been secured with a financial guarantee in accordance with Section 5-180, Subdivision & Development Regulations.

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*TAC*  
Public Agency Review (PAR) Meeting Date: Thursday, 6/11/23 1:30 p.m.  
Large Conference Room, 8th Floor, INCOG, 2 West 2nd Street

Tulsa Metropolitan Area Planning Commission (TMAPC) Case Number: Elwood Square  
TMAPC Date: Wednesday, 6/21/23 1:30 p.m.  
Tulsa City Council Room, 2nd Level, One Technology Center, 175 East 2nd Street

**A person knowledgeable of the application and the property must attend the meetings to represent the application.**

**If your application is approved, you will need additional permits.**

Contact the Permit Center at 918-596-9601 if your tract is in the City of Tulsa or Tulsa County Building Inspector's Office at 918-596-5296 if in unincorporated Tulsa County.

**Tulsa Metropolitan Area Planning Commission**  
2 West 2nd Street, Suite 800  
Tulsa, Oklahoma 74103  
(918) 584-7526

COMMISSION CERTIFICATION

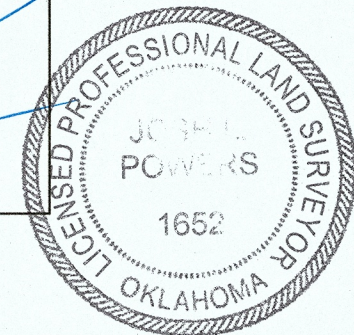
SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_ 20\_\_

PREPARER OF PRELIMINARY PLAT

SIGNED: \_\_\_\_\_

DATE: 11/23 2022



PRELIMINARY PLAT FOR

# ELWOOD SQUARE

PART NE 1/4 SECTION 11, TOWNSHIP 18N, RANGE 12E, I.M.  
TULSA COUNTY, OKLAHOMA

ENGINEER

STACEY DESIGN LLC  
an Oklahoma LLC  
9734 S Delaware Ct Apt 1704  
Tulsa, OK 74137  
918-500-7272  
CA 8405 EXP 6/30/23

OWNER

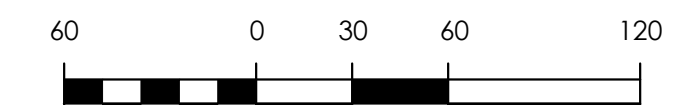
TING FINANCIAL GROUP, LLC  
an Oklahoma LLC  
6920 S Lewis Avenue  
Tulsa, OK 74136  
918-246-6322

SURVEYOR

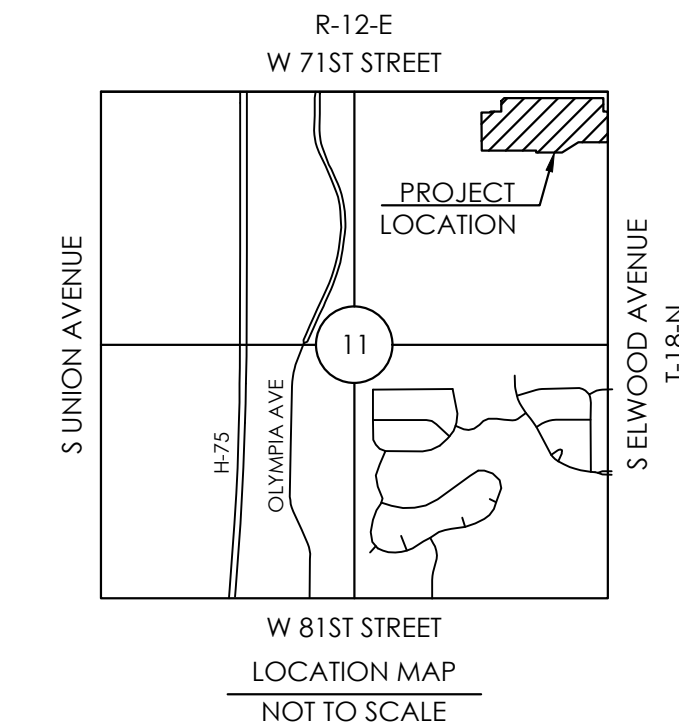
UNIVERSAL SURVEYING  
and MAPPING  
216 W 6th Avenue  
Stillwater, OK 74074  
405-372-0000  
CA 6858 EXP 6/30/23



GRAPHIC SCALE:



( IN FEET )  
1 inch = 60 ft.



BASIS OF HORIZONTAL AND VERTICAL DATUM  
ALL COORDINATES ARE BASED ON OKLAHOMA STATE PLANE NORTH ZONE NAD 83 AND ALL ELEVATIONS ARE BASED ON NAVD 88

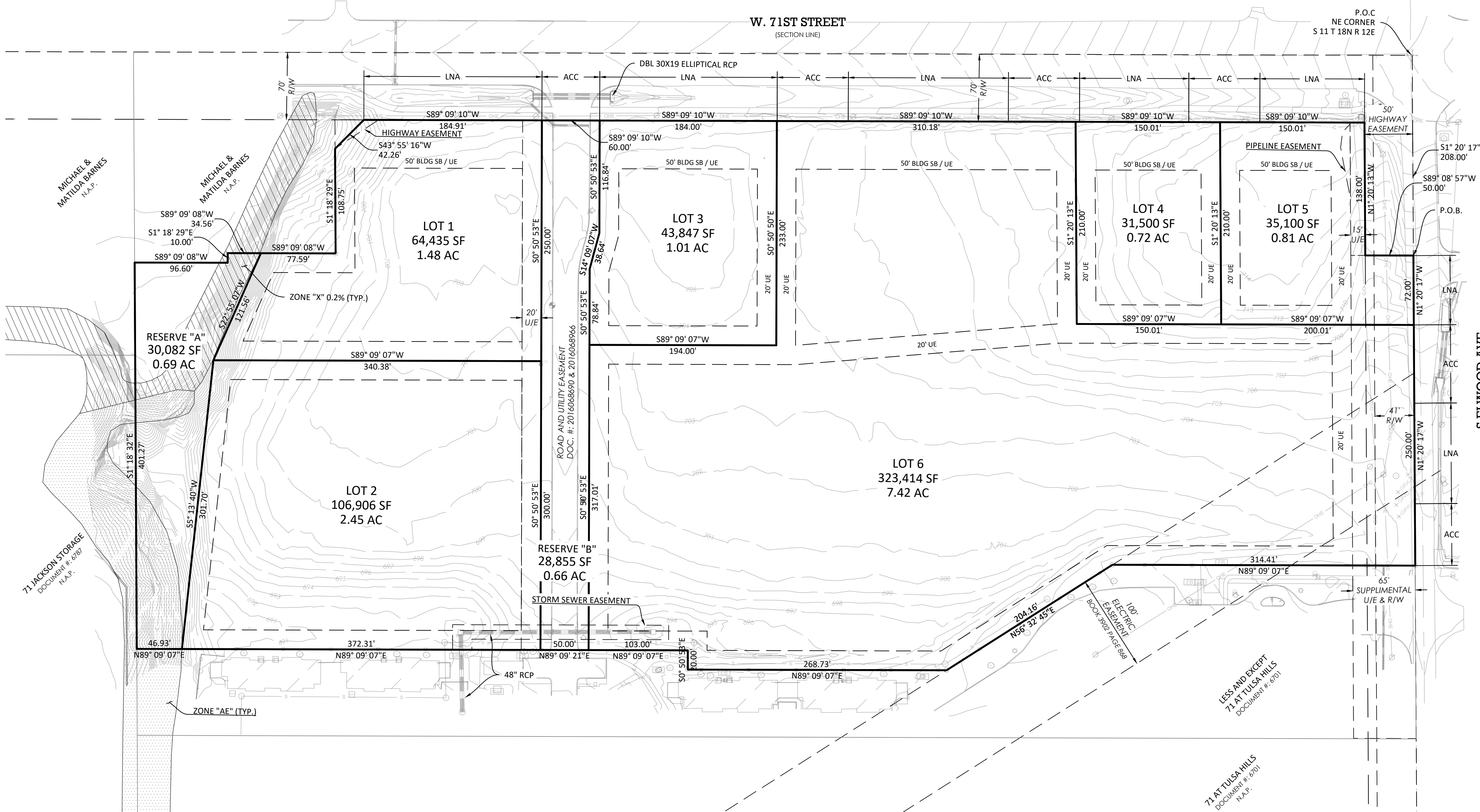
SUBDIVISION STATISTICS  
THIS SUBDIVISION CONTAINS ONE (1) BLOCK, SIX (6) LOTS, AND TWO (2) RESERVE AREAS

AVIGATION NOTICE  
NOTICE IS HEREBY GIVEN THAT OWNERS AND USERS OF AIRCRAFT OF ALL TYPES OPERATED ON A FREQUENT BASIS IN THE AIRSPACE ABOVE THIS PLAT OF LAND, SAID AIRCRAFT, WHEN OPERATED IN A LAWFUL MANNER, ARE ALLOWED FREE AND UNOBSTRUCTED PASSAGE IN THE AIRSPACE ON, UPON, OVER, ACROSS, ADJACENT TO, AND ABOVE IN THE VICINITY OF THIS PLAT OF LAND. THE LAWFUL OPERATION OF AIRCRAFT IS KNOWN TO GENERATE NOISE, VIBRATION, AND OTHER EFFECTS AS MAY BE INHERENT IN TAKE-OFF, FLIGHT, OR PASSAGE IN AND THROUGH SAID AIRSPACE WHICH RESULT DIRECTLY OR INDIRECTLY FROM THE OPERATIONS OF AIRCRAFT OR THE AIRPORT, NOW AND IN THE FUTURE, INCLUDING BUT NOT LIMITED TO, GROUND AND FLIGHT OPERATIONS OF AIRCRAFT AT, OVER, ON OR IN THE VICINITY OF THE AIRPORT, AND REGARDLESS OF WHETHER ARRIVING, DEPARTING, MANEUVERING, OR EN ROUTE, AND IT MUST BE FURTHER RECOGNIZED THAT ALL SUCH OPERATIONS MAY INCREASE IN THE FUTURE.  
NOTICE IS ALSO GIVEN THAT RULES AND REGULATIONS DEFINED IN FEDERAL AVIATION REGULATIONS (FAR), INCLUDING BUT NOT LIMITED TO FAR PART 77, MAY LIMIT THE HEIGHT OF BUILDINGS, STRUCTURES, POLES, TREES OR OTHER OBJECTS WHETHER NATURAL OR OTHERWISE, LOCATED OR TO BE LOCATED ON THE PROPERTY WITHIN THIS PLAT OF LAND AND MAY REQUIRE, PRIOR TO CONSTRUCTION, THE SUBMISSION OF AN APPLICATION AS MAY BE REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION TO ENSURE THAT THE SAFE OPERATION OF AIRCRAFT IS NOT IMPACTED BY SAID OBJECTS.

LEGAL DESCRIPTION:  
A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:  
COMMENCING (P.O.C.) AT THE NORTHEAST CORNER (NE/COR) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11); THENCE SOUTH 01°20'17" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11), A DISTANCE OF 208.00 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP BEING THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING SOUTH 01°20'17" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11), A DISTANCE OF 322.00 FEET TO A FOUND MAG NAIL WITH L.S. #1289 TAG; THENCE SOUTH 89°09'07" WEST, A DISTANCE OF 314.41 FEET TO A FOUND 3/8" REBAR; THENCE SOUTH 56°32'45" WEST, A DISTANCE OF 204.16 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP; THENCE SOUTH 89°09'07" WEST, A DISTANCE OF 268.73 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP; THENCE NORTH 00°50'53" WEST, A DISTANCE OF 20.00 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP; THENCE SOUTH 89°09'07" WEST A DISTANCE OF 572.24 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE NORTH 01°18'32" WEST, A DISTANCE OF 401.27 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE NORTH 89°09'08" EAST, A DISTANCE OF 96.60 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP; THENCE NORTH 01°18'29" WEST, A DISTANCE OF 10.00 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE NORTH 89°09'08" EAST, A DISTANCE OF 112.15 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP; THENCE NORTH 01°18'29" WEST, A DISTANCE OF 108.75 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE NORTH 43°55'16" EAST, A DISTANCE OF 42.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST 71<sup>ST</sup> STREET BEING A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE NORTH 89°09'10" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST 71<sup>ST</sup> STREET, A DISTANCE OF 1039.11 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH ELWOOD AVENUE BEING A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE SOUTH 01°20'13" EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID SOUTH ELWOOD AVENUE, A DISTANCE OF 137.99 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP; THENCE NORTH 89°08'57" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT CONTAINING 664,139 SQUARE FEET OR 15.25 ACRES, MORE OR LESS.

- GENERAL NOTES:
1. THE BASIS OF BEARING BEING SOUTH 1°20'02.41" E AS THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA PER LEGAL DESCRIPTION FROM TITLE OPINION.
  2. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF OKLAHOMA.
  3. A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" WHICH IS DETERMINED TO BE WITHIN THE 1.0% ANNUAL CHANCE FLOODPLAIN BOUNDARY AS PER FEMA MAP NUMBER 40143C0361L WITH AN EFFECTIVE DATE OF OCTOBER 16, 2012.



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT TING FINANCIAL GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "OWNER"), OWNS THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

"A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER (NE/COR) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11); THENCE SOUTH 01°20'17" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11), A DISTANCE OF 208.00 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP BEING THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING SOUTH 01°20'17" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11), A DISTANCE OF 322.00 FEET TO A FOUND MAG NAIL WITH L.S. #1289 TAG, THENCE SOUTH 89°09'07" WEST, A DISTANCE OF 314.41 FEET TO A FOUND 3/8" REBAR, THENCE SOUTH 59°32'45" WEST, A DISTANCE OF 204.16 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP, THENCE SOUTH 89°09'07" WEST, A DISTANCE OF 268.73 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP, THENCE NORTH 00°50'53" WEST, A DISTANCE OF 20.00 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP, THENCE SOUTH 89°09'07" WEST A DISTANCE OF 572.24 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE NORTH 01°18'32" WEST, A DISTANCE OF 401.27 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE NORTH 89°09'08" EAST, A DISTANCE OF 96.60 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP, THENCE NORTH 01°18'29" WEST, A DISTANCE OF 10.00 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE NORTH 89°09'08" EAST, A DISTANCE OF 112.15 FEET TO A FOUND 3/8" REBAR WITH L.S. #1289 CAP, THENCE NORTH 01°18'29" WEST, A DISTANCE OF 108.75 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE NORTH 43°55'16" EAST, A DISTANCE OF 42.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST 71<sup>ST</sup> STREET BEING A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE NORTH 89°09'10" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST 71<sup>ST</sup> STREET, A DISTANCE OF 1039.11 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH ELWOOD AVENUE BEING A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE SOUTH 01°20'13" EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID SOUTH ELWOOD AVENUE, A DISTANCE OF 137.99 FEET TO A FOUND 1/2" REBAR WITH C.A. #6858 CAP, THENCE NORTH 89°08'57" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING."

(THE "PROPERTY").

THE OWNER HAS CAUSED THE PROPERTY TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SIX (6) LOTS, ONE (1) BLOCK AND RESERVE "A" AND RESERVE "B", IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND HAVE DESIGNATED THE SUBDIVISION AS "ELWOOD SQUARE", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH HEREIN, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS SET FORTH HEREIN.

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY, WATER, SANITARY SEWER, ELECTRIC, AND TELECOMMUNICATIONS EASEMENTS:

EASEMENT DEDICATION. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UIE" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SUCH UNDERGROUND PUBLIC UTILITIES, AND SANITARY SEWER SYSTEMS, INCLUDING STORM SEWERS, SANITARY SEWERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE 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 SUCH 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 SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE 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 SUCH EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, SIGNAGE, CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE:

1. UNDERGROUND SERVICE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELECOMMUNICATIONS, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR SUCH SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENTWAYS. UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL STRUCTURES WHICH MAY BE 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 THE 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 GAS MAIN EXTENDING FROM THE SERVICE PEDESTAL, GAS MAIN OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

2. ACCESS. THE SUPPLIER OF ELECTRIC, TELECOMMUNICATIONS, CABLE TELEVISION AND GAS SERVICES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTWAYS 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, TELECOMMUNICATIONS, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

4. ENFORCEMENT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELECOMMUNICATIONS, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE:

1. ACCESS. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL GENERAL 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. PROTECTION OF FACILITIES. THE OWNER OF THE LOT 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 WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR ITS AGENTS OR CONTRACTORS.

3. ENFORCEMENT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.C SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER, SANITARY AND STORM SEWER SERVICE:

1. PROTECTION OF FACILITIES. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON ITS LOT, WITHIN THE UTILITY EASEMENTS, AND THE RESTRICTED WATERLINE, SANITARY SEWER, AND STORM SEWER EASEMENTS 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 WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED. 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, ITS AGENTS OR CONTRACTORS.

2. ACCESS. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, 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, SANITARY SEWER, STORM SEWER FACILITIES OR TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNALS, SIGNS AND PAVEMENT MARKINGS).

3. ENFORCEMENT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.D SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. RESTRICTED SANITARY SEWER EASEMENT:

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SSIE" OR "RESTRICTED SANITARY SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT FOR THE USES AND PURPOSES AFORESAID. [???]

F. RESTRICTED WATERLINE EASEMENT:

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "RWLE" OR "RESTRICTED WATERLINE EASEMENT" 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 EASEMENT FOR THE USES AND PURPOSES AFORESAID. [???]

G. SURFACE DRAINAGE:

EACH LOT DEPICTED ON THE PLAT OF ELWOOD SQUARE SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

H. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST 71ST STREET SOUTH AND SOUTH ELWOOD 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 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. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

I. STORM SEWER EASEMENT:

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISH AND GRANT PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SDIE" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

J. STORMWATER DETENTION FACILITY RESERVE AREA "A":

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS STORMWATER DETENTION FACILITY RESERVE "A" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN ELWOOD SQUARE AND FROM PROPERTIES NOT INCLUDED WITHIN ELWOOD SQUARE.

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

3. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION, AS DEFINED BELOW, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION, AS DEFINED BELOW, SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- A. GRASS AREAS SHALL BE MOWED (IN SEASON AT REGULAR INTERVALS NOT EXCEEDING FOUR WEEKS).
B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
C. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.

4. IN THE EVENT THE ASSOCIATION, AS DEFINED BELOW, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE DETENTION EASEMENT AREA, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE OUT-OF-POCKET COST THEREOF SHALL BE PAID BY THE ASSOCIATION, AS DEFINED BELOW. IN THE EVENT THE ASSOCIATION, AS DEFINED BELOW, FAILS TO PAY SUCH COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA. ?

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ELWOOD SQUARE WAS SUBMITTED AS PART OF PLANNED UNIT DEVELOPMENT NO. 738, AS PROVIDED WITHIN SECTIONS 900A THROUGH 950A OF THE CITY OF TULSA ZONING CODE, AS THE SAME EXISTED ON MAY 3, 2007, WHICH PUD NO. 738 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON MARCH 28, 2007, AND ADOPTED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON MAY 3, 2007.

WHEREAS, THE PROPERTY IS LOCATED WHOLLY WITHIN AND COMPRISES A PART OF DEVELOPMENT AREA A OF PUD NO. 738; AND

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

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS THEIR SUCCESSORS AND ASSIGNS, AND THE CITY.

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 CONDITIONS:

THE LOTS WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

Table with columns: LAND AREA, NET AREA, GROSS AREA, ACRES, SF, PERMITTED USES, MAXIMUM FLOOR AREA, MAXIMUM BUILDING HEIGHT, HOTELS AND OFFICES, OTHER PERMITTED USES.

\* ARCHITECTURAL ELEMENTS MAY EXCEED MAXIMUM BUILDING HEIGHT WITH DETAILED SITE PLAN APPROVAL.

LANDSCAPED AREA:

A MINIMUM OF TEN PERCENT (10%) OF THE NET LAND AREA OF A LOT SHALL BE IMPROVED AS INTERNAL LANDSCAPED OPEN SPACE IN ACCORDANCE WITH THE PROVISIONS OF THE LANDSCAPE CHAPTER OF THE TULSA ZONING CODE.

MINIMUM BUILDING SETBACKS:

Table with columns: FROM THE NORTH BOUNDARY CENTERLINE OF WEST 71ST STREET, FROM THE WEST BOUNDARY, FROM THE EAST BOUNDARY, FROM THE SOUTH BOUNDARY, 110FT, 20FT, 100FT, 10FT.

INTERNAL LOT SIDE YARDS SHALL BE ESTABLISHED BY DETAILED SITE PLAN.

OFF-STREET PARKING:

AS REQUIRED BY THE APPLICABLE USE UNIT OF THE TULSA ZONING CODE.

SIGNS:

ONE (1) GROUND SIGN SHALL BE PERMITTED ON THE WEST 71ST STREET SOUTH FRONTAGE WITH A MINIMUM OF 150 SQUARE FEET OF DISPLAY SURFACE AREA AND 20 FEET IN HEIGHT.

ONE (1) CENTER AND TENANT IDENTIFICATION SIGN SHALL BE PERMITTED AT THE PRINCIPAL ENTRANCE FROM WEST 71ST STREET SOUTH WITH A MAXIMUM OF 200 SQUARE FEET OF DISPLAY SURFACE AREA AND 25 FEET IN HEIGHT.

ONE HOTEL IDENTIFICATION SIGN AT THE NORTHWEST ENTRANCE TO 7100 ELWOOD CENTER WITH A MAXIMUM OF 100 SQUARE FEET OF SURFACE DISPLAY AREA AND 15 FEET IN HEIGHT.

WALL SIGNS SHALL BE PERMITTED NOT TO EXCEED 1.5 SQUARE FEET OF DISPLAY SURFACE AREA PER LINEAR FOOT OF BUILDING WALL TO WHICH ATTACHED. THE LENGTH OF A WALL SIGN SHALL NOT EXCEED 75% OF THE FRONTAGE OF THE BUILDING. ?

B. LIGHTING. EXTERIOR LIGHT STANDARDS FOR THE SUBDIVISION SHALL NOT EXCEED 25 FEET IN HEIGHT AND SHALL BE HOODED AND DIRECTED DOWNWARD AND AWAY FROM THE BOUNDARIES OF THE SUBDIVISION. SHIELDING OF OUTDOOR LIGHTING SHALL BE DESIGNED SO AS TO PREVENT THE LIGHT PRODUCING ELEMENT OR REFLECTOR OF THE LIGHT FIXTURE FROM BEING VISIBLE TO A PERSON STANDING AT GROUND LEVEL IN ADJACENT RESIDENTIAL AREAS. CONSIDERATION FOR TOPOGRAPHY SHALL BE INCLUDED IN ANY SUCH DETERMINATION.

C. TRASH, MECHANICAL AND EQUIPMENT AREAS. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS, OR EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS) INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE SUCH AREAS CANNOT BE SEEN BY PERSONS STANDING AT GROUND LEVEL.

D. NO OUTSIDE STORAGE. THERE SHALL BE NO OUTSIDE STORAGE OF RECYCLABLE MATERIAL, TRASH OR SIMILAR MATERIAL OUTSIDE OF A SCREENED RECEPTACLE. NOR SHALL TRUCKS OR TRUCK TRAILERS BE PARKED IN THE SUBDIVISION EXCEPT WHILE THEY ARE ACTIVELY BEING LOADED OR UNLOADED. TRUCK TRAILERS AND SHIPPING CONTAINERS SHALL NOT BE USED FOR STORAGE IN THE SUBDIVISION.

E. ZONING CLEARANCE PERMIT. NO ZONING CLEARANCE PERMIT SHALL BE ISSUED FOR A LOT WITHIN THE PUD UNTIL A DETAIL SITE PLAN FOR THE LOT, WHICH INCLUDES ALL BUILDING AND REQUIRING PARKING AND LANDSCAPING AREAS, HAS BEEN SUBMITTED TO THE TMAPC AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

F. LANDSCAPE PLAN. A DETAIL LANDSCAPE PLAN FOR EACH LOT IN THE ADDITION SHALL BE SUBMITTED TO THE TMAPC FOR REVIEW AND APPROVAL. A LANDSCAPE ARCHITECT REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE ZONING OFFICER THAT ALL REQUIRED LANDSCAPING AND SCREENING FENCES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN FOR THAT LOT PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT. THE LANDSCAPING MATERIALS REQUIRED UNDER THE APPROVED PLAN SHALL BE MAINTAINED AND REPLACED AS NEEDED, AS A CONTINUING CONDITION OF THE GRANTING OF AN OCCUPANCY PERMIT.

G. SIGN PERMITS. NO SIGN PERMITS SHALL BE ISSUED FOR ERECTION OF A SIGN WITHIN A LOT UNTIL A DETAIL SIGN PLAN FOR SUCH LOT HAS BEEN SUBMITTED TO THE TMAPC AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

H. STORMWATER STRUCTURES. THE DEPARTMENT OF PUBLIC WORKS OR A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE ZONING OFFICER THAT ALL REQUIRED STORMWATER DRAINAGE STRUCTURES AND DETENTION AREAS SERVING THE ADDITION HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT.

SECTION III. ELWOOD SQUARE OWNERS ASSOCIATION, INC.

A. THE ASSOCIATION:

EACH LOT OWNER SHALL BE A MEMBER OF THE ELWOOD SQUARE OWNERS ASSOCIATION, INC. (THE "ASSOCIATION"). THE ASSOCIATION WAS FORMED TO, AMONG OTHER THINGS, MAINTAIN, REPAIR AND REPLACE RESERVE "A" AND RESERVE "B", THE LANDSCAPING, ENTRYWAYS AND OTHER COMMON AREAS OR IMPROVEMENTS BOTH WITHIN AND OUTSIDE OF THE SUBDIVISION AS THE OWNERS MAY, FROM TIME TO TIME, DETERMINE OR FOR THE COMMON USE AND BENEFIT OF THE LOTS.

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE 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 SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, AND OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF THE LOTS.

D. ASSOCIATION TO BE BENEFICIARY:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE ADDITION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION IV. MISCELLANEOUS

A. MUTUAL ACCESS EASEMENT.

THE OWNERS HEREBY GRANT AND ESTABLISH A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS, EGRESS AND REGRESS OVER, UPON AND ACROSS ANY PORTION OF THE PROPERTY THAT FROM TIME TO TIME, IS IMPROVED FOR VEHICULAR AND PEDESTRIAN ACCESS PURPOSES AND IS THEN GENERALLY AVAILABLE FOR VEHICULAR AND PEDESTRIAN USE, FOR THE PURPOSE OF PERMITTING THE OWNER OF EACH LOT, THEIR GRANTEEES, TENANTS, AGENTS, CONTRACTORS, INVITEES, GUESTS, LICENSEES, SUCCESSORS AND ASSIGNS TO HAVE VEHICULAR AND PEDESTRIAN ACCESS, INGRESS, EGRESS AND REGRESS WITHIN "ELWOOD SQUARE" AND TO AND FROM THE PUBLIC AND PRIVATE STREETS ADJACENT TO "ELWOOD SQUARE" ON, UPON, OVER AND ACROSS SUCH PORTIONS WITHIN EACH LOT THAT IS IMPROVED FOR VEHICULAR AND PEDESTRIAN ACCESS PURPOSES AND IS THEN GENERALLY AVAILABLE FOR SUCH USE. THIS MUTUAL ACCESS EASEMENT SHALL BE FOR THE SOLE AND EXCLUSIVE USE AND BENEFIT OF THE OWNERS OF EACH LOT WITHIN "ELWOOD SQUARE" AND THEIR GRANTEEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS AND SHALL BE APPURTENANT TO THE OWNERSHIP OF EACH LOT WITHIN "ELWOOD SQUARE". ADDITIONALLY, GOVERNMENTAL AGENCIES AND SUPPLIERS OF UTILITY SERVICES TO "ELWOOD SQUARE" SHALL HAVE THE USE OF SUCH AREAS FOR VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS WITHIN "ELWOOD SQUARE". FINALLY, THE FOREGOING MUTUAL ACCESS EASEMENT SHALL NOT INCLUDE ANY RIGHT TO USE ANY PORTION OF THE PROPERTY OCCUPIED BY BUILDINGS, LOADING DOCKS, DUMPSTERS, OTHER BUILDING AND PROJECT OPERATIONAL IMPROVEMENTS, LANDSCAPED AREAS AND THE LIKE OR THAT IS OTHERWISE NOT INTENDED TO BE USED FOR VEHICULAR AND/OR PEDESTRIAN ACCESS PURPOSES.

B. FINAL CONSTRUCTION PLANS.

FINAL CONSTRUCTION PLANS FOR ANY IMPROVEMENTS REGARDING STREETS, WATER SYSTEMS, SANITARY SEWERS, DRAINAGE AND STORM SEWERS, SIDEWALKS, MEDIANS AND PEDESTRIAN WAYS, IN ACCORDANCE WITH SUBDIVISION AND DEVELOPMENT REGULATIONS (THE "SUBDIVISION REGULATIONS") OF THE TULSA METROPOLITAN AREA, SECTION 5 020 AS PROMULGATED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, HAVE NOT BEEN SUBMITTED TO THE PUBLIC WORKS DEPARTMENT OF THE CITY OF TULSA PRIOR TO OR SIMULTANEOUS WITH THE SUBMISSION OF THE FINAL PLAN FOR THE SUBDIVISION. ACCORDINGLY, IN THE ALTERNATIVE TO THE SUBMISSION THEREOF, THE OWNER HEREBY IMPOSES THIS COVENANT, WHICH SHALL BE BINDING UPON THE OWNER, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, THAT THESE FINAL IMPROVEMENT PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF TULSA PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR A PARTICULAR LOT IN THIS SUBDIVISION. THIS COVENANT SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, REGARDLESS OF THE OBLIGATIONS IMPOSED BY THIS COVENANT. NOTHING HEREIN SHALL PREVENT THE TULSA METROPOLITAN AREA PLANNING COMMISSION FROM AUTHORIZING AN ACCELERATED RELEASE OF A BUILDING PERMIT PURSUANT TO SECTION 10 110 OF THE SUBDIVISION REGULATIONS.

SECTION V. TERM, AMENDMENT AND ENFORCEMENT

A. ENFORCEMENT. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES, 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 IN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF TULSA. IF THE UNDERSIGNED OWNER OR ITS GRANTEEES, SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF TULSA TO MAINTAIN ANY ACTION AT LAW OR 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 OR TO RECOVER DAMAGES.

B. DURATION. THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FULL 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. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL 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 LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR. THE COVENANTS CONTAINED WITHIN SECTION III, THE ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LOTS WITHIN THE SUBDIVISION AND THE APPROVAL OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND THE CITY OF TULSA. THE COVENANTS CONTAINED IN SECTION IV, MISCELLANEOUS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF ALL THE LOTS IN THE SUBDIVISION.

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 UNDERSIGNED OWNERS HAVE EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TING FINANCIAL GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: NAME ITS: MANAGER

STATE OF OKLAHOMA ) ) SS COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY \_\_\_\_\_ AS MANAGER OF TING FINANCIAL GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY

? CERTIFICATE OF SURVEY

I, \_\_\_\_\_, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ELWOOD SQUARE", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A 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.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: REGISTERED LAND SURVEYOR OKLAHOMA NO. \_\_\_\_\_

STATE OF OKLAHOMA ) ) SS COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY \_\_\_\_\_ AS A REGISTERED LAND SURVEYOR.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY

F:\Scott's Files\Work\PROJECTS\2021 PROJECTS\21090-TING REALTY-71st AT ELWOOD-TULSA, OK\CAD\CAD\CS1.0-Conceptual Site Plan-Opt04.dwg Plotted on: Oct 14, 2022 - 12:55pm by Shillman

5/100 = 1/200 SF  
 5.55/1000 = 1/180  
 6/1000 = 1/167 SF  
 10/1000 = 1/100 SF

SITE SUMMARY:		F.A.R.	PAKING REQ'D	PARKING PROVIDED
RETAIL TRACT	308,921.66 SF	7.09 AC	.21	
RESTAURANT PAD A	75,347.83 SF	1.76 AC	.07	50
RESTAURANT PAD B	43,888.33 SF	1.06 AC	.08	27
RESTAURANT PAD C	30,000 SF	.69 AC	.11	32
RESTAURANT PAD D	30,000 SF	.69 AC	.06	17
<b>TOTAL</b>	<b>491,912.84 SF</b>	<b>11.29 AC</b>	<b>.16</b>	<b>126</b>

BUILDING SQFT. 78,241.67 SF

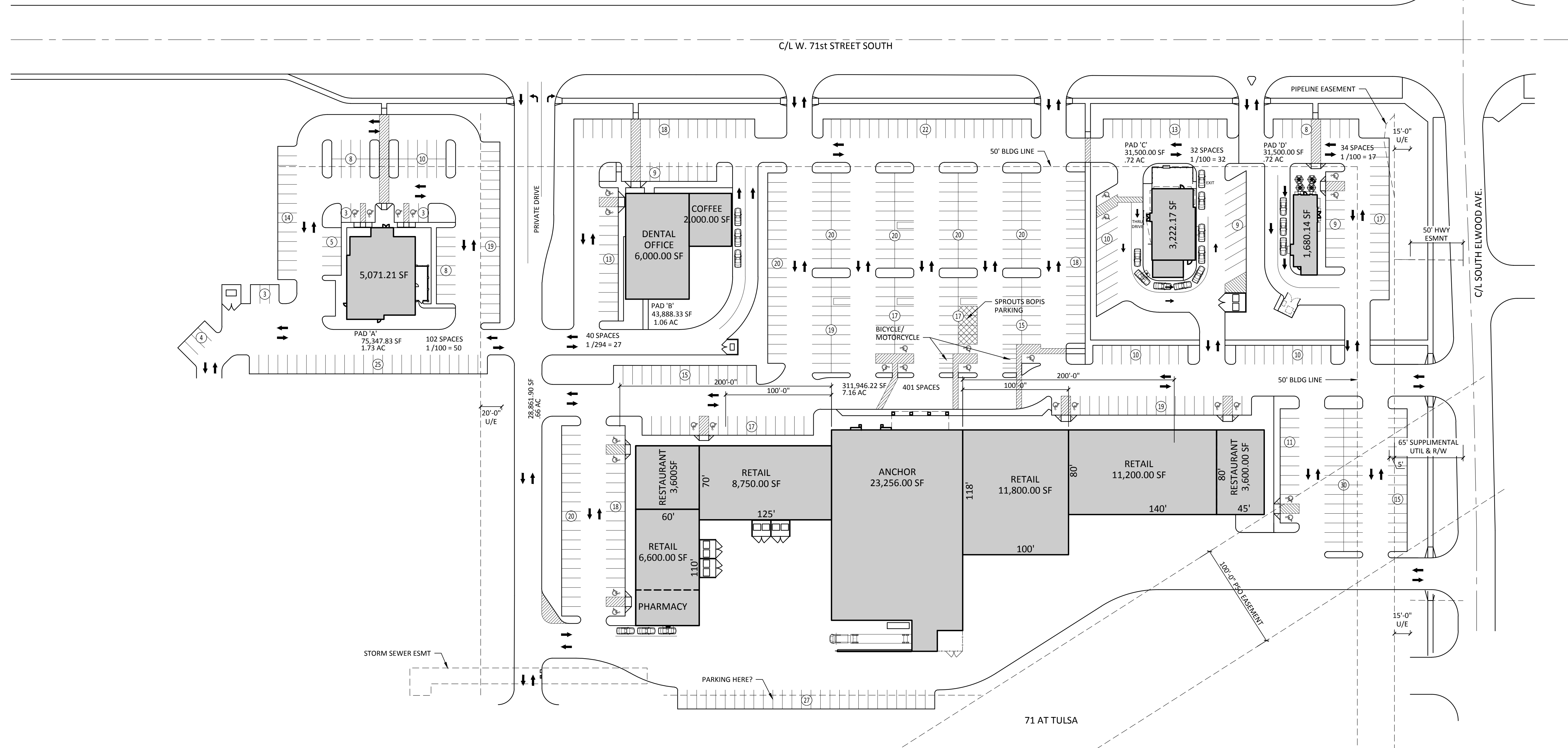
PARKING FOR RETAIL TRACT:			
ANCHOR	23,256 SF @ 1/200 SF	=	117 REQ'D
RETAIL	6,600 SF @ 1/200 SF	=	33 REQ'D
RETAIL	8,750 SF @ 1/200 SF	=	44 REQ'D
RETAIL	11,800 SF @ 1/200 SF	=	59 REQ'D
RETAIL	11,200 SF @ 1/200 SF	=	56 REQ'D
RESTAURANT	3,600 SF @ 1/100 SF	=	36 REQ'D
RESTAURANT	3,600 SF @ 1/100 SF	=	36 REQ'D
	67,136 SF		381 REQ'D

400 SHOWN = 1/188 SF

15 HC @ RETAIL  
 10 HC @ PADS  
 25 HC PROVIDED

TOTAL PARKING REQ'D = 507 SPACES

TOTAL PARKING PROVIDED = 617 SPACES



**1 CONCEPTUAL SITE PLAN**

SCALE: 1" = 50'-0"



THIS DOCUMENT IS A  
**PRELIMINARY**  
 DESIGN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

**TING REALTY**  
**7100 ELWOOD CENTER**  
**W. 71st ST. AND S. ELWOOD AVE**  
**TULSA, OKLAHOMA**

Plan Number:	Description:	Date:
21090		
Drawn by:	Description:	Date:
SH		
Checked by:	Description:	Date:
RS		
Date:		10-14-2022

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Contents  
**CONCEPTUAL SITE PLAN OPTION 4**

Sheet Number  
**CS1.0**

**INCOG**

Two West 2nd Street #800  
 Tulsa, OK 74103-3116  
 (918)584-7526 Fax: (918)583-1024  
 www.incog.org

Receipt No. 235661

**RECEIPT**

Customer Name TING REALTY LLC

Date: 05/16/23

Fees below vary to each individual case

Qty	Description	Number	Unit Price	TOTAL
<b>TMAPC RECEIPTS</b>				
	Zoning Letter	Zoning Letter	\$ 75.00	
	Zoning Letter - w/in a Development Plan		150.00	
	Zoning - City	Zoning	1,000.00	
	Zoning - Optional Development Plan		250.00	
	Zoning - County		1,000.00	
	Zoning to AG or AG-R		500.00	
	Mixed Use Zoning (MX District)		1,250.00	
	Master Planned Development (MPD)		1,500.00	
	Special Area or Parking Impact Overlay		1,500.00	
	Historic Preservation Overlay		1,000.00	
	Expansion of existing Overlay District		500.00	
	Corridor Development Plan		1,500.00	
	PUD - County		1,500.00	
	TMAPC Agenda Fee		50.00	
	Detail Site Plan	Plan Review	250.00	
	Landscape Plan		150.00	
	Alternative Compliance Landscape Plan		150.00	
	Sign Plan (up to 2 signs)		200.00	
	Additional Signs (\$50.00 each)		50.00	
	Minor Revision to Site/Landscape Plans		50.00	
	Minor Amendment - PUD/CO/MPD/ODP		250.00	
	Major Amendment - PUD/CO/MPD/ODP		1,500.00	
	Abandonment of a PUD		500.00	
	Minor Subdivisions	Subdivisions	650.00	
	Plat - Preliminary		1,200.00	
	Plat - Final		900.00	
	Development Regulations Compliance		500.00	
	Exempt Land Division Application	Other	100.00	
	Plat - Reinstatement / Extension		100.00	
1	Accelerated Release/Building Permit	ELWOOD SQUARE	500.00	500.00
	Access Change		100.00	
	Lot Splits	Lots	150.00	
	Lot Line Adjustments		150.00	
	City of Tulsa Board of Adjustment	BOA		
	Tulsa County Board of Adjustment			
	Comprehensive Plan Amendment	CPA	250.00	
<b>TOTAL TMAPC RECEIPTS</b>				<b>\$ 500.00</b>
<b>TOTAL INCOG RECEIPTS</b>				<b>\$ -</b>
<b>TOTAL DUE</b>				<b>\$ 500.00</b>

<b>Payment Details</b>	
<input checked="" type="radio"/> Check No. <u>331</u>	<input type="radio"/> Cash
<input type="radio"/> MC	<input type="radio"/> VISA
<input type="radio"/> Fees Waived	
CREDIT CARD STATEMENTS WILL LIST CHARGE AS: INDIAN NATIONS COUNCIL OF GOVERNMENTS	

Credit Card Charge  
 5% credit card fee \$0.00  
 TOTAL AMOUNT PAID \$0.00  
 Receipt taken by: T. Horne

