



Tulsa Metropolitan Area Planning Commission

**Case :** Cooper Valley Estates

**Hearing Date:** July 19, 2023

**Case Report Prepared by:**

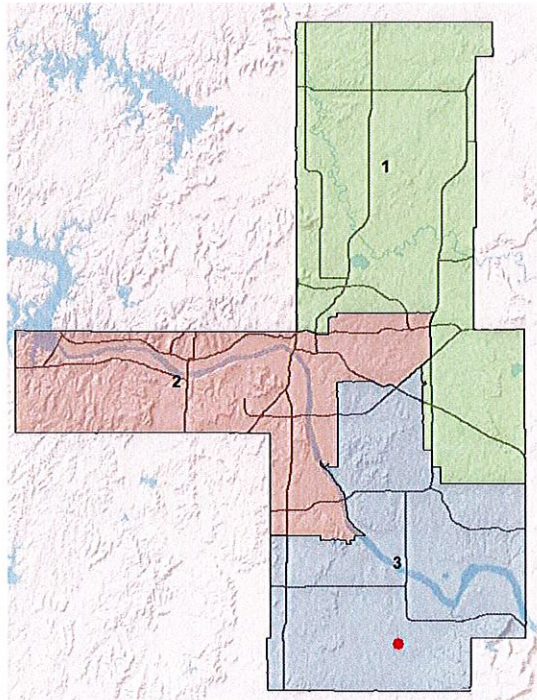
Jay Hoyt

**Owner and Applicant Information:**

*Applicant:* Drew Ary

*Owner:* Drew & Trish Ary – Ary Land, LLC

**Location Map:**  
(shown with County Commission Districts)



**Applicant Proposal:**

Minor Subdivision Plat

*10 lots, 1 block, 76.96 ± acres*

*Location:* South and West of East 181<sup>st</sup> Street  
South and South Memorial Drive

**Zoning:** AG (Agriculture)

**Staff Recommendation:**

Staff recommends **approval** of the minor subdivision plat

**County Commission District: 3**

*Commissioner Name:* Kelly Dunkerley

**EXHIBITS:** Site Map, Aerial, Plat Submittal

16.1

## MINOR SUBDIVISION PLAT

### Cooper Valley Estates - (County)

South and west of East 181<sup>st</sup> Street South and South Memorial Drive

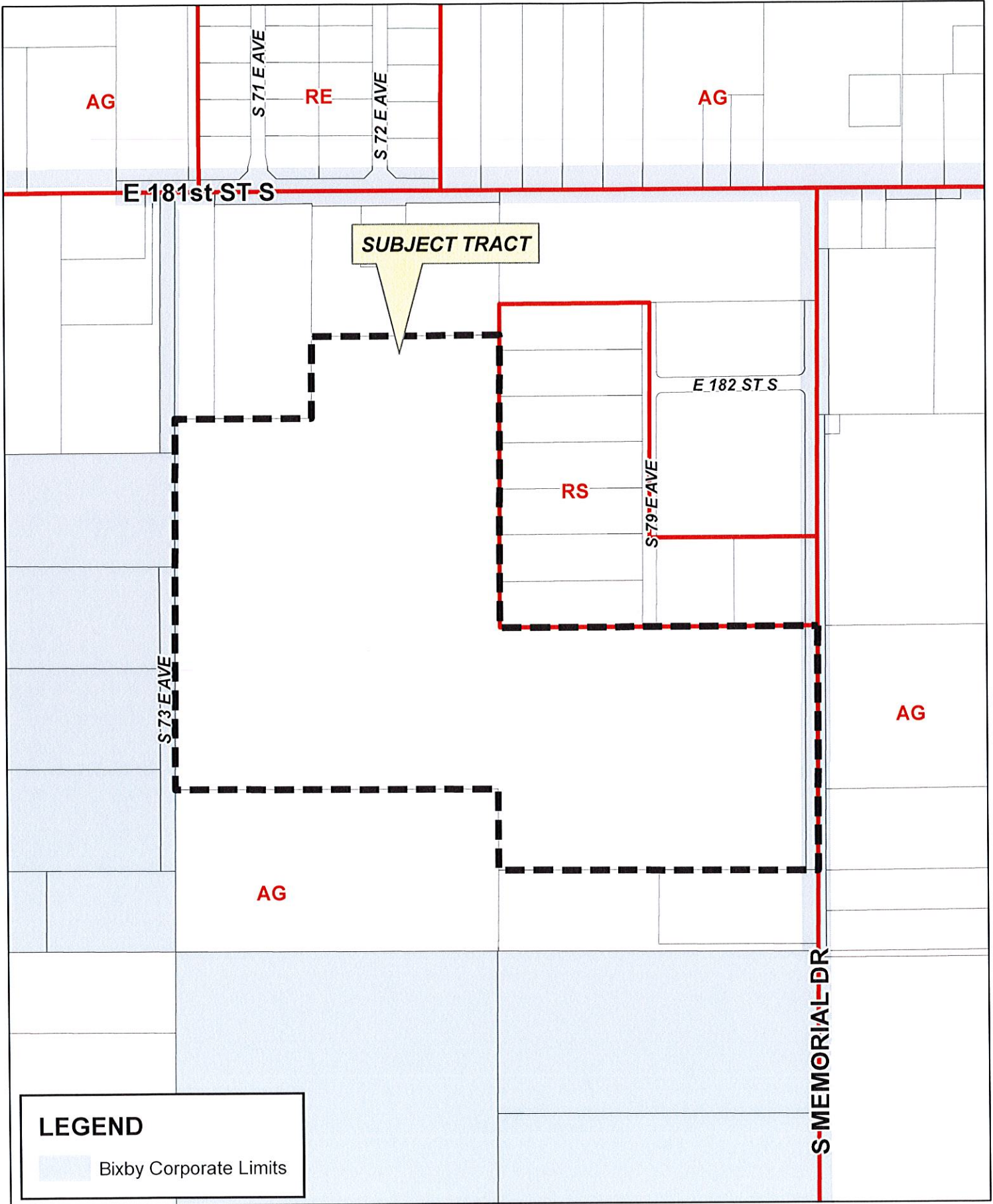
This plat consists of 10 lots, 1 block on 76.96 ± acres.

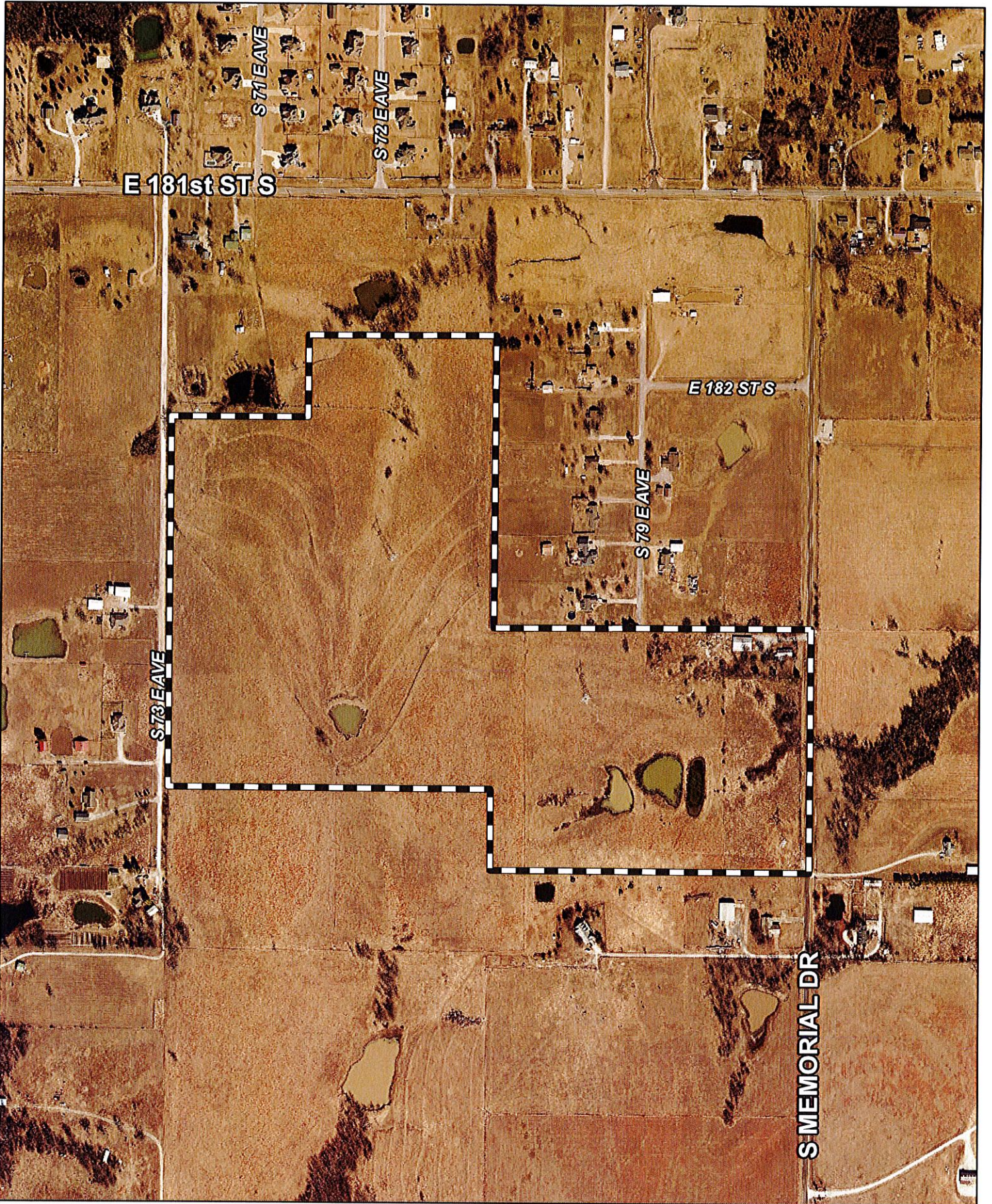
The Technical Advisory Committee (TAC) met on July 6, 2023 and provided the following comments:

1. **Zoning:** Proposed lots conform to the requirements of the AG district. Planning Services will provide comments prior to final plat release.
2. **Addressing:** Addresses provided by INCOG must be shown on face of the final plat.
3. **Transportation & Traffic:** Limits of no access not required on final plat per Tulsa County Engineering. Show MAE on the plat.
4. **Sewer/Water:** On-site sewage disposal. Water service to be provided by Rural Water District #6. Any improvements to existing water lines must be approved through the RWD.
5. **Stormwater, Drainage, & Floodplain:** Approved as submitted.
6. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All release letters have been received. Oil & Gas certificate was submitted.

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

16.2





E 181st ST S

S 71 EAVE

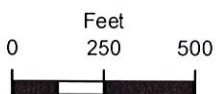
S 72 EAVE

E 182 ST S

S 79 EAVE

S 73 EAVE

S MEMORIAL DR



Subject Tract

# COOPER VALLEY ESTATES

16-13 02

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

Aerial Photo Date: February 2018



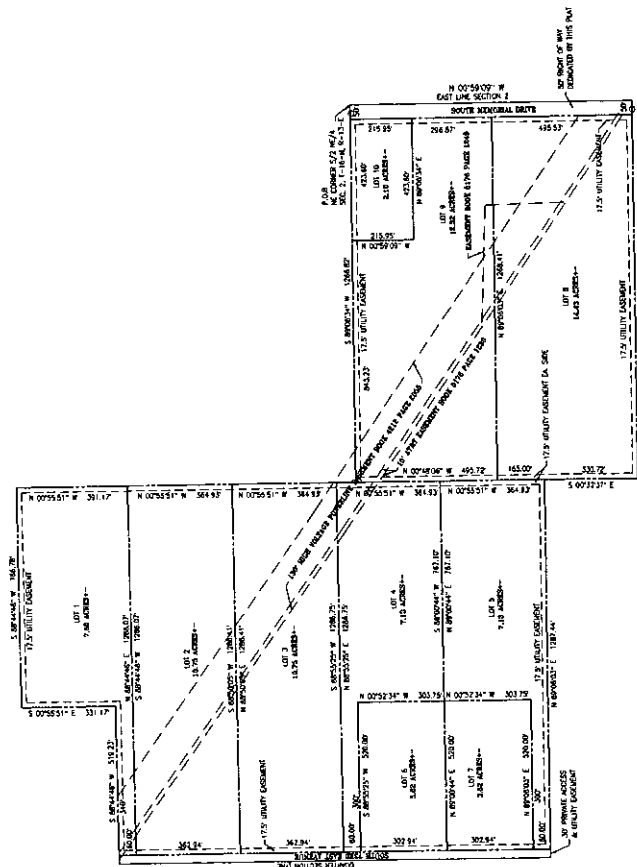
16.4

# COOPER VALLEY ESTATES

A SUBDIVISION BEING A PART OF LOT 2 AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA

THE STATE OF OKLAHOMA HAS REVIEWED THIS INSTRUMENT AND HAS DETERMINED THAT IT COMES WITHIN THE PROVISIONS OF THE STATUTE RELATIVE TO THE RECORDING OF INSTRUMENTS WHICH ARE TO BE RECORDED IN THE PUBLIC RECORDS OF THIS STATE.

NOTES:  
 1. SUBDIVISION CONTAINS 16 LOTS IN 4 BLOCKS.  
 2. BY BUILDING STRIPES ALONG THE FRONT, EAST AND WEST SIDES OF EACH LOT TO BE RECORDED.  
 3. EXISTING CURB ON LOT 9 IS TO BE REPLACED IF SAID CURB IS LESS THAN 18 INCHES.



IN WITNESS WHEREOF, MY LAND, LLC, AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
 DEEN AIR, MEMBER

STATE OF OKLAHOMA )  
 COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF OKLAHOMA, I HAVE PERSONALLY KNOWN \_\_\_\_\_ TO BE THE PERSONAL REPRESENTATIVE OF SAID LAND, LLC, AN OKLAHOMA CORPORATION, AND VOLUNTARILY ACT AND DEED AS TO THE FOREGOING INSTRUMENT AS WITNESSED BY ME AND THE FOREGOING INSTRUMENT HAS BEEN FILED AS TO THE FOREGOING INSTRUMENT IN THE PUBLIC RECORDS OF SAID COUNTY AND STATE OF OKLAHOMA.

ONCE UNDER MY HAND AND SEAL THE DAY AND YEAR LAST MENTIONED.

MY COMMISSION EXPIRES \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CERTIFICATE NUMBER \_\_\_\_\_

LIBERT HAS A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA. ON BEHALF OF THE STATE OF OKLAHOMA, I HAVE PERSONALLY KNOWN \_\_\_\_\_ TO BE THE PERSONAL REPRESENTATIVE OF SAID LAND, LLC, AN OKLAHOMA CORPORATION, AND VOLUNTARILY ACT AND DEED AS TO THE FOREGOING INSTRUMENT AS WITNESSED BY ME AND THE FOREGOING INSTRUMENT HAS BEEN FILED AS TO THE FOREGOING INSTRUMENT IN THE PUBLIC RECORDS OF SAID COUNTY AND STATE OF OKLAHOMA.

WHEREBY I HAVE AND SEAL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
 LIBERT HAS A LICENSED LAND SURVEYOR  
 OKLAHOMA NO. 1533

STATE OF OKLAHOMA )  
 COUNTY OF \_\_\_\_\_ )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY BRETT KING, AS A LICENSED LAND SURVEYOR.

MY COMMISSION EXPIRES \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WEED AND ON SITE SURVEY SYSTEM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DEPARTMENT OF ENVIRONMENTAL QUALITY

THIS PLAT IS PRELIMINARY IN NATURE. THIS PLAT IS PRELIMINARY IN NATURE. THIS PLAT IS PRELIMINARY IN NATURE.



1/2" IRON PINS WITH PLASTIC CAPS HAVE BEEN SET AT ALL PROPERTY CORNERS.

BASED ON BEARINGS, OKLAHOMA STATE PLANE

LANDMARK SURVEYING  
 246 SOUTH TAYLOR  
 PRETOR, OKLAHOMA 74861  
 PHONE: 918-465-3888 FAX: 918-465-0885  
 C.E. 4693 BIRD, JR., P.E.  
 CROSBERRY, OKLA, 74808

CERTIFICATE OF APPROVAL

THIS PLAT IS PRELIMINARY IN NATURE. THIS PLAT IS PRELIMINARY IN NATURE. THIS PLAT IS PRELIMINARY IN NATURE.

SCALE IN FEET  
 0 100 200 400

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## **The Declaration of Covenants, Conditions and Restrictions**

COOPER VALLEY ESTATES IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY. IT IS THE DESIRE AND INTENT OF ARY LAND, LLC, A LIMITED LIABILITY COMPANY ("THE DEVELOPER"), TO CREATE AN AGRICULTURAL COMMUNITY THAT CONFORMS WITH THE AREA 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:

### **LEGAL DESCRIPTION GOES HERE**

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS 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 COOPER VALLEY ESTATES, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

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

### **ARTICLE I**

1.1 PRIVATE STREETS AND UTILITY EASEMENTS - THE DEVELOPER DEDICATES TO EACH OWNER BEING SERVICED BY 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 ELECTRIC AND COMMUNICATION SERVICE. IN CONNECTION WITH THE INSTALLATION OF 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 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. 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 ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

C. 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 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.

D. 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 PROPERT 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 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.6, OKMULGEE 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 OWNERS OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO. 6, OKMULGEE 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. 6, OKMULGEE 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.

## **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. EACH LOT MAY BE USED FOR ONE SINGLE FAMILY RESIDENCE WITH A SQUARE FOOTAGE NOT LESS THAN 2,000 SQUARE FOOT EXCLUDING ALL PORCHES, PATIOS AND GARAGES. SQUARE FOOTAGE CALCULATED IS HEATED AND AIR-CONDITIONED USEABLE FLOOR SPACE. ADDITIONAL RESIDENCES ARE PROHIBITED.

B. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY EASEMENT WAY OR STREET SHALL BE CONSTRUCTED OF CONCRETE, ASPHALT, COMPACTED GRAVEL AND/OR ASPHALT MILLINGS AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL.

2.2

THE DEVELOPER SHALL NOT HAVE ANY RESPONSIBILITY FOR APPROVAL OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINING, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DEVELOPER, TO ENSURE THAT SUCH OWNER'S 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.

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 ANY PART 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: 30 FEET  
SIDE YARD: 30 FEET  
OTHER SIDE YARD: 30 FEET  
BACK YARD: 30 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 S 73RD EAST AVE OR MEMORIAL DR THAN THE MINIMUM SET-BACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE ERECTED IN ANY EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE DEVELOPER AND THE EASEMENT HOLDER..

2.5 OUTBUILDINGS. ALL OUTBUILDINGS WILL HAVE A MINIMUM FLOOR AREA OF 200 SQUARE FEET. NO OUTBUILDINGS CONSTRUCTED ELSEWHERE SHALL BE MOVED INTO COOPER VALLEY ESTATES.

### **ARTICLE III** **LOT USE AND RESTRICTIONS**

3.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO EXISTING OR PREFABRICATED DWELLING MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO DWELLING CONSTRUCTED ELSEWHERE SHALL BE MOVED INTO COOPER VALLEY ESTATES. NO MOBILE OR MANUFACTURED HOME SHALL BE MOVED

ONTO, LOCATED ON, OR BE UTILIZED FOR ANY PURPOSE IN COOPER VALLEY ESTATES.

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. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, 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, 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.

3.4 WASTE. NO RESIDENTIAL LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES 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.

3.5 WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.6, OKMULGEE COUNTY.

3.6 INTENTIONALLY OMITTED.

3.7 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 EASEMENT WAYS. 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.

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

#### ARTICLE IV

#### DRIVEWAY MAINTENANCE

{2595307;}

16.11

ALL LOT OWNERS AGREE TO BUILD AND MAINTAIN THEIR OWN DRIVEWAY AND WILL BE RESPONSIBLE FOR ANY FUTURE REPAIR, CONSTRUCTION, AND MAINTENANCE OF THE DRIVEWAY. IT WILL BE THE LOT OWNERS' SOLE RESPONSIBILITY TO CONSTRUCT AND MAINTAIN UNOBSTRUCTED, TRAVERSABLE ACCESS TO THEIR HOME.

## ARTICLE V

### ROADWAY MAINTENANCE

5.1 COST OF REPAIR AND MAINTENANCE. VEHICULAR ACCESS TO LOTS 1 THROUGH 7 OF COOPER VALLEY ESTATES IS BY A PRIVATE ROADWAY ON THE WEST BOUNDARY OF THOSE LOTS, DESIGNATED ON THE PLAT AS SOUTH 73<sup>rd</sup> EAST AVENUE. THE LOT OWNERS OF LOTS 1 THROUGH 7 OF COOPER VALLEY ESTATES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF A ROAD EASEMENT AND MAINTENANCE AGREEMENT DATED OCTOBER \_\_\_\_, 2022, AND RECORDED ON OCTOBER \_\_\_\_, 2022, AS DOCUMENT #2022 \_\_\_\_\_ AND ARE BOUND BY THE PROVISIONS CONTAINED THEREIN FOR MAINTENANCE OF THE ROADWAY, INCLUDING, BUT NOT LIMITED TO, A PROPORTIONATE SHARE OF THE EXPENSE OF REPAIR AND MAINTENANCE OF THE ROAD.

5.2 REMEDIES. ANY OF THE OWNERS OF LOTS 1 THROUGH 7 OF COOPER VALLEY ESTATES SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON BREACHING THE TERMS OF THE ROAD EASEMENT AND MAINTENANCE AGREEMENT REFERENCED IN SECTION 5.1, OR TO PREVENT THE VIOLATION OF SAID AGREEMENT OR TO RECOVER DAMAGES FOR VIOLATION OF THE TERMS OF SAID AGREEMENT. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF SAID AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS' FEES TO BE TAXED AS COSTS.

## 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. THE DEVELOPER 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 PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS' FEES TO BE TAXED AS COSTS.

6.3 INTENTIONALLY OMITTED.

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 OR 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. EACH OWNER HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH THEY MAY HAVE AGAINST ANY OWNER, 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 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, CULVERTS, ROADS, 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 THAT THESE COVENANTS MAY BE AMENDED AS FOLLOWS:

A. THIS DECLARATION MAY BE AMENDED 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 JUDGEMENT, 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, EXECUTED AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT WHICH TIME DEVELOPER HAS NO FURTHER VESTED INTEREST / OWNERSHIP IN ANY REMAINING LOTS. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF COOPER VALLEY ESTATES FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DEVELOPER HAS NO FURTHER VESTED INTEREST / OWNERSHIP IN ANY REMAINING LOTS.

B. IN GENERAL. AFTER THE DEVELOPER HAS NO FURTHER VESTED INTEREST / OWNERSHIP IN ANY REMAINING LOTS, 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 MORTGAGES 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.

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