

Draft Final Plat

PUD-735-1

Southern Hill Eleven

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT SOUTHERN ELEVEN, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY ("OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHEAST CORNER OF SAID NE/4; THENCE NORTH 1°45'03" WEST AND ALONG THE EAST LINE OF THE NE/4, FOR A DISTANCE OF 734.39 FEET; THENCE SOUTH 88°43'44" WEST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°43'44" WEST FOR A DISTANCE OF 280.36 FEET; THENCE NORTH 1°45'40" WEST FOR A DISTANCE OF 255.00 FEET; THENCE NORTH 88°43'44" EAST FOR A DISTANCE OF 280.41 FEET; THENCE SOUTH 1°45'03" EAST FOR A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 71,496 SQUARE FEET OR 1.641 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83)

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED TRACT TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "SOUTHERN HILL ELEVEN", A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "SOUTHERN HILL ELEVEN" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE).

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 SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER, THE OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION, AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. UTILITIES AND EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND REPLACING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.1 UTILITY SERVICE:

1.1.1 WITHIN THE UTILITY EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE, AS DEPICTED ON THE ACCOMPANYING PLAT, STREET LIGHT POLES OR STANDARDS MAY BE SERVED ONLY BY UNDERGROUND CABLE AND ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

1.1.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED THAT, UPON 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 EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.1.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.1.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY

CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

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

1.2 GAS SERVICE:

1.2.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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.

1.2.2 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 OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

1.2.3 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.3 WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1.3.1 THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED WITHIN SUCH LOT.

1.3.2 WITHIN THE UTILITY 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, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.

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

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

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 SURFACE DRAINAGE:

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION. NO OWNER WITHIN THE SUBDIVISION 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 THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED OWNER WITHIN THE SUBDIVISION AND BY THE CITY OF TULSA, OKLAHOMA.

1.5 PAVING AND LANDSCAPING WITHIN EASEMENTS:

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

1.6 SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG ALL STREETS IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND CITY OF TULSA ORDINANCES. ALL SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE DESIGN STANDARDS OF THE CITY OF TULSA, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, SOUTHERN HILL ELEVEN WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 735) AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), AND

WHEREAS PUD NO. 735 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON NOVEMBER 15, 2006, AND ADOPTED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON FEBRUARY 1, 2007, AND

WHEREAS PUD MINOR AMENDMENT NO. 735-1 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON NOVEMBER 15, 2023, AND

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

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

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

DEVELOPMENT STANDARDS (PUD NO. 735-1)

GROSS LAND AREA: 1,935 AC

PERMITTED USES:

DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES

MAXIMUM DWELLING UNITS: 5

MINIMUM LOT SIZE: 8,700 SF

MINIMUM LOT WIDTH (MEASURED AT THE FRONT BUILDING LINE): 62 FT

MAXIMUM BUILDING HEIGHT: 40 FEET

MINIMUM YARD SETBACKS:

FROM CENTERLINE OF HARVARD 70 FT

FROM WEST BOUNDARY OF PUD 11 FT

FROM NORTH BOUNDARY OF PUD 25 FT

FROM SOUTH BOUNDARY 17.5 FT

(OTHER SETBACKS NOT USED)

MINIMUM LIVABILITY SPACE PER LOT: 2,500 SF *

MINIMUM SITE LIVABILITY SPACE: 22,500 SF *

OTHER BULK AND AREA REQUIREMENTS: AS PROVIDED WITHIN AN RS-1 DISTRICT

OFF-STREET PARKING:

A MINIMUM TWO OFF-STREET PARKING SPACES WITHIN AN ENCLOSED GARAGE SHALL BE PROVIDED. TWO GUEST PARKING SPACES SHALL BE PROVIDED PER LOT.

* LIVABILITY SPACE IS DEFINED AS OPEN SPACE NOT ALLOCATED FOR PARKING OR DRIVES.

ACCESS AND CIRCULATION:

EACH LOT MAY DERIVE ITS ACCESS FROM AN INTERIOR PRIVATE STREET WHICH MAY BE GATED AT THE POINT OF ACCESS TO HARVARD, SUBJECT TO THE REQUIREMENTS OF THE SUBDIVISION AND DEVELOPMENT REGULATIONS. GATES AND/OR GUARD HOUSES SHALL NOT BE PERMITTED IN THE HARVARD AVENUE RIGHT-OF-WAY.

FENCING:

PERIMETER FENCING SHALL NOT EXCEED EIGHT FEET IN HEIGHT. IN NO EVENT SHALL PERIMETER FENCING, SUPPORT STRUCTURES AND ASSOCIATED LANDSCAPING BE PERMITTED WITHIN THE HARVARD AVENUE RIGHT-OF-WAY. THE EXISTING FENCE MAY REMAIN IN PLACE SUBJECT TO A LICENSE AGREEMENT WITH THE CITY OF TULSA.

SITE PLAN REVIEW:

FOR THE PURPOSES OF SITE PLAN REVIEW REQUIREMENTS, IF EVER SUBDIVIDED INTO TWO (2) OR MORE LOTS, THE APPROVED RECORDED PLAT SHALL CONSTITUTE THE REQUIRED DETAILED SITE PLAN, PROVIDED HOWEVER, DETAILED SITE PLANS OF PROPOSED PERIMETER SCREENING AND ENTRY AND GATING FACILITIES SHALL BE SUBMITTED TO THE PLANNING COMMISSION FOR REVIEW AND APPROVAL. OTHERWISE, ANY ONE (1) NEW DWELLING CONSTRUCTED ON THE SITE SHALL SUBMIT AND BE APPROVED FOR THE CUSTOMARY SITE OR PLOT PLAN SUBMITTED IN THE CONTEXT OF THE BUILDING PERMIT APPLICATION.

PLATTING REQUIREMENT:

NO BUILDING PERMIT SHALL ISSUE UNTIL THE AREA COMPRISING THE PLANNED UNIT DEVELOPMENT HAS BEEN DETERMINED TO BE IN COMPLIANCE WITH THE TULSA METROPOLITAN AREA PLANNING COMMISSION SUBDIVISION AND DEVELOPMENT REGULATIONS. THIS REQUIREMENT MAY BE SATISFIED BY ANY OF THE METHODS AVAILABLE PER SECTION 70.080-B.2. OF THE TULSA ZONING CODE AND THE APPLICABLE REGULATIONS OF THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS. RESTRICTIVE COVENANTS AS HEREIN REQUIRED MAY BE FILED BY SEPARATE INSTRUMENT IF THE SITE REMAINS UNPLATTED.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

3.1 ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. UTILITIES AND EASEMENTS AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I. AND III., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND ANY OWNER WITHIN THE SUBDIVISION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

3.2 DURATION:

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

3.3 AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTIONS I. UTILITIES AND EASEMENTS AND III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 735 BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

3.4 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, SOUTHERN ELEVEN, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF _____, 2024.

SOUTHERN ELEVEN, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
LARRY BATTAGLIA, MANAGER OF LLC

STATE OF OKLAHOMA)

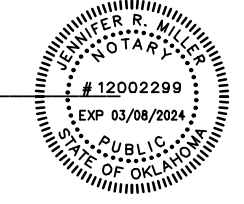
) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2024, PERSONALLY APPEARED LARRY BATTAGLIA TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF SOUTHERN ELEVEN, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SOUTHERN ELEVEN, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024

MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC



CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2024.

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

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO BE THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024

MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

