



Tulsa Metropolitan Area  
Planning Commission

**Case:** Stone Creek Hollow (2023)

**Hearing Date:** November 1, 2023

**Case Report Prepared by:**

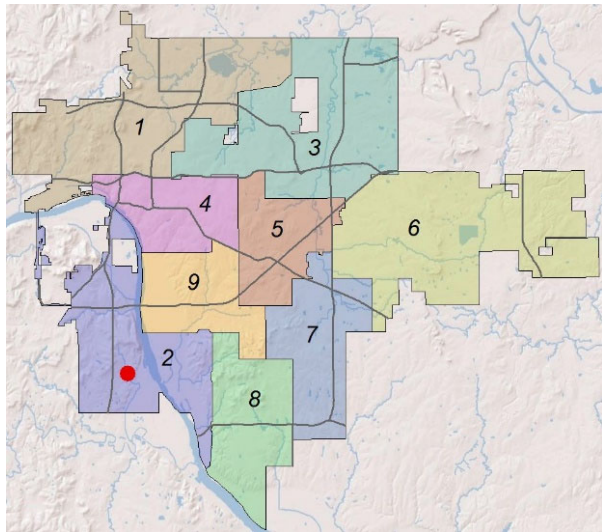
Austin Chapman

**Owner and Applicant Information:**

*Applicant:* Wallace Design Collective

*Owner:* Stone Creek Hollow, LLC

**Location Map:**  
(shown with City Council districts)



**Applicant Proposal:**

Preliminary Plat

30 lots, 3 blocks, on 12.34 ± acres

*Location:* South of the southwest corner of West 71st Street South and South Elwood Avenue

**Zoning:** RS-3

**Staff Recommendation:**

Staff recommends **approval** of the preliminary plat

**City Council District: 2**

*Councilor Name:* Jeannie Cue

**County Commission District: 2**

*Commissioner Name:* Karen Keith

## PRELIMINARY SUBDIVISION PLAT

### **Stone Creek Hollow (2023)** - (CD 2)

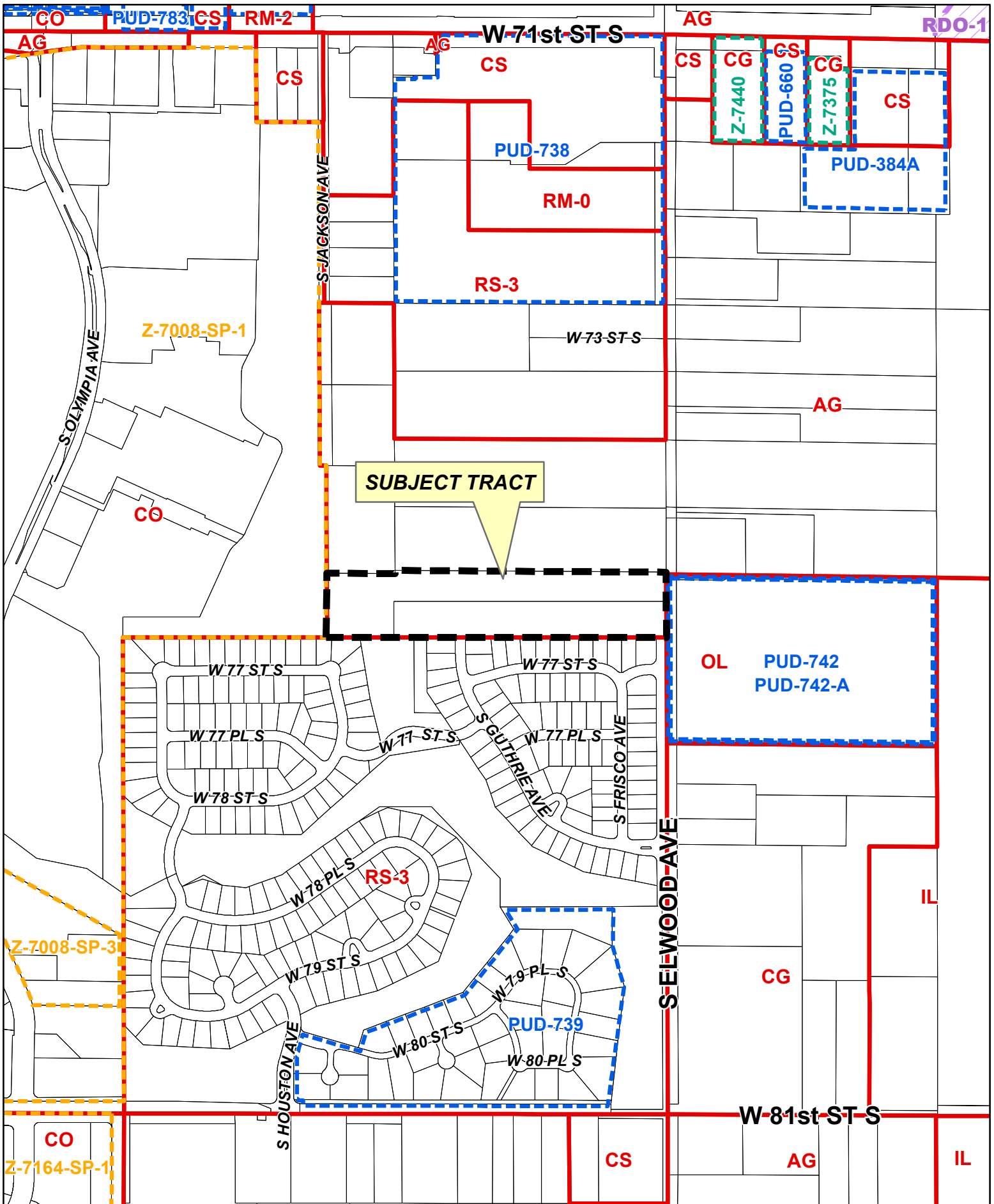
South of the southwest corner of West 71st Street South and South Elwood Avenue.

This plat consists of 30 lots, 3 blocks, on 12.34 ± acres

The Technical Advisory Committee (TAC) met on October 19<sup>th</sup>, 2023 and provided the following conditions:

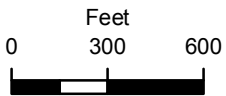
1. **Zoning:** Proposed lots conform to the RS-3 Zoning District.
2. **Addressing:** Addresses have been provided, City of Tulsa addresses and street names must be affixed to the face of the final plat along with the address disclaimer.
3. **Transportation & Traffic:** Streets and Stormwater will need to approve the median inside the right-of-way. ADA compliant sidewalks must be provided along all streets.
4. **Sewer/Water:** The plat appears to indicate that the easements to cover the sanitary sewer installed within the boundary of the proposed plat in conjunction with IDP 9397-2018 have been filed by separate instrument. Please either provide document numbers or include those easements with this plat. Records indicate that those easements were canceled and never filed.
5. **Engineering Graphics:** Subdivision control data sheet must be submitted with final plat. If it has changed from previous submittal.
  - Remove contours on final plat submittal.
  - Add note on the face of the plat for S. Guthrie Ave on the north side stating that this road is slated for future street extension. A temporary turnaround is not required since the length of the roadway is less than 150 feet in length currently.
6. **Stormwater, Drainage, & Floodplain:** FEMA and Tulsa Regulatory Floodplains are included on the site, per FIRM panel 40143C0361L and City of Tulsa Engineering atlas. Hager Creek Floodway is in the FEMA Zone AE. Required storm sewer and detention facilities were approved via IDP 21115-2019 and addenda. These improvements are required for the lots/blocks described.
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.
8. **Infrastructure and Public Improvements:** IDP's for required infrastructure must be approved before the release of the final plat.

Staff recommends **APPROVAL** of the preliminary subdivision plat subject to the conditions provided by TAC and all other requirements of the Subdivision and Development Regulations. City of Tulsa release letter is required prior to final plat approval.

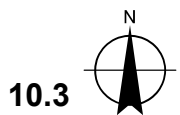


**SUBJECT TRACT**

**STONE CREEK  
HOLLOW**



18-12 11





W 71st ST S

S JACKSON AVE

S OLYMPIA AVE

W 73 ST S

W 77 ST S

W 77 ST S

W 77 PL S

W 77 ST S

S GUTHRIE AVE

W 77 PL S

S FRISCO AVE

W 78 ST S

S SELWOOD AVE

W 78 PL S

W 79 ST S

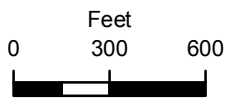
W 79 PL S

S HOUSTON AVE

W 80 ST S

W 80 PL S

W 81st ST S

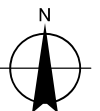


Subject Tract

# STONE CREEK HOLLOW

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

Aerial Photo Date: February 2018 10.4



## STONE CREEK HOLLOW

### LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11); THENCE N01°19'26"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE, S01°19'26"E AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 16.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11); THENCE S01°19'19"E AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 310.00 FEET; THENCE S89°03'06"W FOR A DISTANCE OF 1663.68 FEET; THENCE N01°17'03"W FOR A DISTANCE OF 310.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11); THENCE N89°03'06"E AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 330.47 FEET; THENCE N01°19'26"W FOR A DISTANCE OF 16.50 FEET; THENCE N89°03'06"E FOR A DISTANCE OF 1333.00 FEET TO THE POINT OF BEGINNING.

AND OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO THIRTY (30) LOTS IN THREE (3) BLOCKS AND RESERVES "A", "B", "C" AND "D" IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "STONE CREEK HOLLOW", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

PRELIMINARY PLAT

# STONE CREEK HOLLOW

A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE/4) AND PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

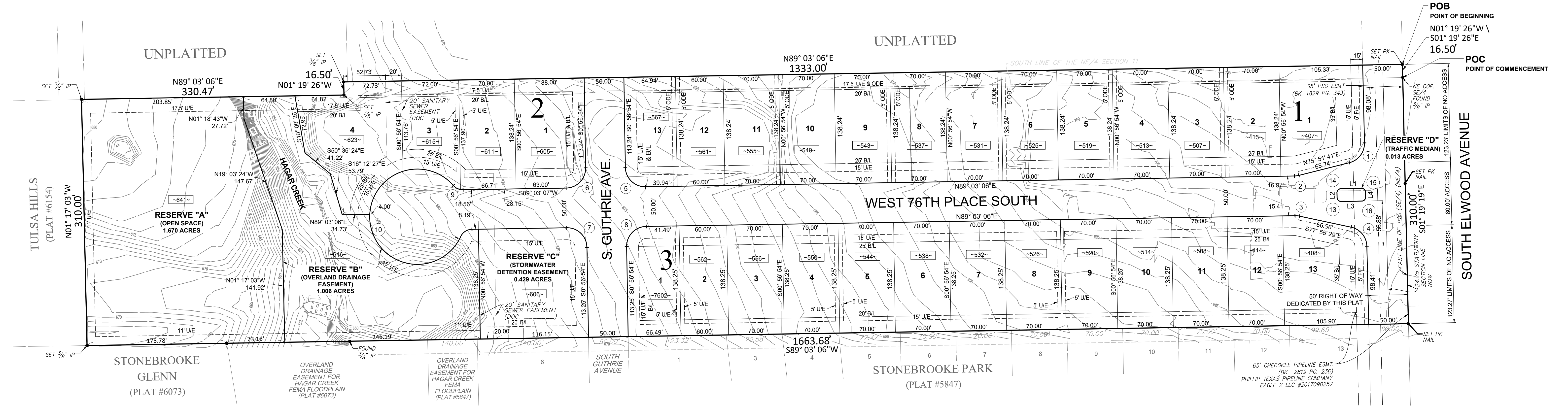
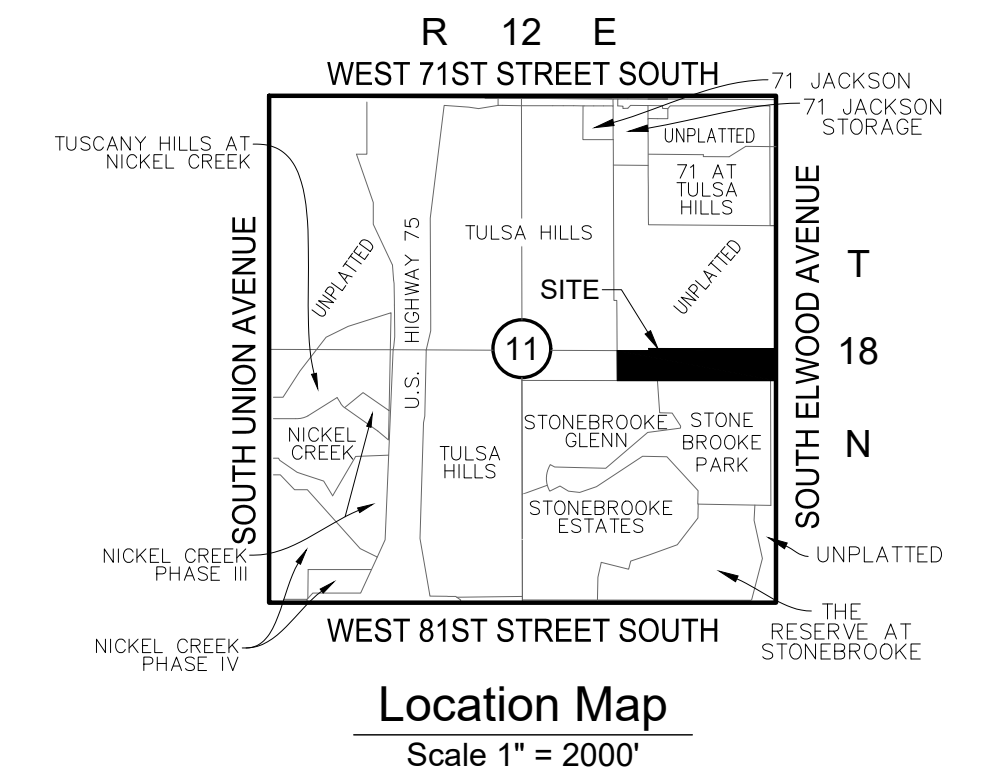
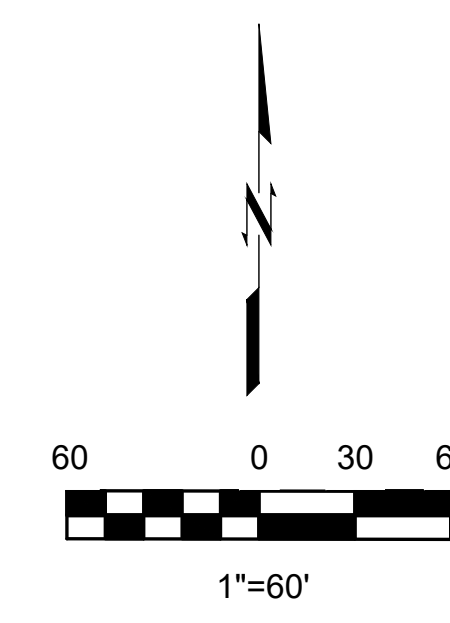
**OWNER:**  
Stone Creek Hollow, LLC  
427 South Boston Avenue, Suite 400  
Tulsa, Oklahoma, 74103  
CONTACT: JASON ANDREWS  
PHONE: 918-605-0114  
jandrews@orcaoperating.com

**ENGINEER:**  
Wallace Design Collective, PC  
123 North Martin Luther King Jr Blvd.  
Tulsa, Oklahoma, 74103  
Phone: (918) 584-5858  
OK CA NO. 1460, EXPIRES 6/30/2025  
A. NICOLE WATTS, PE  
nicole.watts@wallace.design

**SURVEYOR:**  
Wallace Design Collective, PC  
123 North Martin Luther King Jr Blvd.  
Tulsa, Oklahoma, 74103  
Phone: (918) 584-5858  
OK CA NO. 1460, EXPIRES 6/30/2025  
R. WESLEY BENNETT, PLS 1562  
wes.bennett@wallace.design

**LEGEND**

- BM BENCHMARK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- F/E FENCE EASEMENT
- D/E DRAINAGE EASEMENT
- B/L BUILDING SETBACK LINE
- 560- ADDRESS
- FOUND 3/8" IRON PIN (UNLESS OTHERWISE NOTED)



**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS THIRTY (30) LOTS IN THREE (3) BLOCKS AND FOUR (4) RESERVES.  
SUBDIVISION CONTAINS 537,690 SQUARE FEET OR 12.344 ACRES.

**MONUMENTATION**

3/8" IRON PINS FOUND AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

**BENCHMARK**

BENCHMARK #1  
PK NAIL SET WITH AN ELEVATION = 700.53. (NAVD88 DATUM)  
N=389536.4870 E=2561462.4050.

BENCHMARK #2  
PK NAIL SET WITH AN ELEVATION = 695.42. (NAVD88 DATUM)  
N=389404.9821 E=2561318.9013.

BENCHMARK #3  
3/8" IRON PIN WITH AN ELEVATION = 703.27. (NAVD88 DATUM)  
N=389670.6814 E=2561419.4134.

**BASIS OF BEARINGS**

HORIZONTAL DATUM BASED UPON NAD 83 (1993) OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501. VERTICAL DATUM BASED UPON NAVD 88 USING S0°19'19"E AS THE EAST SECTION LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN WAS USED AS THE BEARING FOR THIS PLAT.

**ADDRESSES**

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

**FLOODPLAIN**

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0361L, MAP REVISED, OCTOBER 16, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (AE) WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE WITHIN OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD) WITH BASE LINE ELEVATION DETERMINED.

**AVIGATION NOTICE**

NOTICE IS HEREBY GIVEN THAT OWNERS AND USERS OF AIRCRAFT OF ALL TYPES OPERATE 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, ABOVE AND 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 THE OPERATION OF OR FLIGHT OR PASSAGE IN AND THROUGH SAID AIRSPACE WHICH WILL RESULT DIRECTLY OR INDIRECTLY FROM THE OPERATIONS OF AIRCRAFT OR THE AIRPORT, NOW AND IN THE FUTURE, INCLUDING BUT LIMITED TO, GROUND AND FLIGHT OPERATIONS OF AIRCRAFT AT, OVER, ON 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 (FARs), 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 ADMINISTRATION TO ENSURE THAT THE SAFE OPERATION OF AIRCRAFT IS NOT IMPACTED BY SAID OBJECT.

CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD BEARING	CHORD DISTANCE (FT)
1	33.68	25.00	77°	N37° 16' 11"E	31.19
2	5.76	25.00	13°	N82° 27' 23"E	5.74
3	5.68	25.00	13°	N84° 26' 12"W	5.67
4	33.42	25.00	77°	N39° 37' 24"W	30.99
5	39.27	25.00	90°	S45° 56' 54"E	35.36
6	39.27	25.00	90°	N44° 03' 07"E	35.36
7	39.27	25.00	90°	N45° 56' 54"W	35.36
8	39.27	25.00	90°	S44° 03' 06"W	35.36
9	13.92	16.00	50°	S66° 01' 24"E	13.49
10	308.00	60.00	294°	S8° 09' 26"E	65.25
11	151.58	56.00	155°	S74° 16' 28"E	109.36
13	7.85	5.00	90°	N45° 56' 54"W	7.07
15	7.85	5.00	90°	S45° 56' 54"E	7.07
16	7.85	5.00	90°	S44° 03' 06"W	7.07

LINE TABLE		
LINE #	LENGTH (FT)	BEARING
L1	26.00	N89° 03' 06"E
L2	6.00	N0° 56' 54"W
L3	26.00	S89° 03' 06"W
L4	6.00	S0° 56' 54"E

LOT AREA								
LOT NO.	AREA (ACRE)	AREA (SQ.FT.)	LOT NO.	AREA (ACRE)	AREA (SQ.FT.)	LOT NO.	AREA (ACRE)	AREA (SQ.FT.)
BLOCK 1			BLOCK 2			BLOCK 3		
1	0.314	13,672	1	0.276	12,031	9	0.222	9,677
2	0.222	9,677	2	0.222	9,677	10	0.222	9,677
3	0.222	9,677	3	0.196	8,543	11	0.222	9,677
4	0.222	9,677	4	0.369	16,083	12	0.222	9,677
5	0.222	9,677	BLOCK 3			13	0.313	13,631
6	0.222	9,677	1	0.208	9,058	RES "A"	1.670	72,757
7	0.222	9,677	2	0.190	8,295	RES "B"	1.006	43,824
8	0.222	9,677	3	0.222	9,677	RES "C"	0.429	18,888
9	0.222	9,677	4	0.222	9,677	RES "D"	0.013	555
10	0.222	9,677	5	0.222	9,677			
11	0.222	9,677	6	0.222	9,677			
12	0.190	8,295	7	0.222	9,677			
13	0.203	8,843	8	0.222	9,677			

**FINAL PLAT ENDORSEMENT OF APPROVAL**

TULSA METROPOLITAN AREA PLANNING COMMISSION  
APPROVAL DATE \_\_\_\_\_

\_\_\_\_\_  
TMAPC

\_\_\_\_\_  
CITY ENGINEER

COUNCIL OF THE CITY OF TULSA OKLAHOMA  
APPROVAL DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY

THE APPROVAL OF THIS FINAL PLAT WILL EXPIRE ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL IF NOT FILED IN THE OFFICE OF THE COUNTY CLERK BEFORE THAT DATE.

PRELIMINARY PLAT  
STONE CREEK HOLLOW  
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE CREEK HOLLOW, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY ('OWNER'), IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, OF OKLAHOMA, TO-WIT:

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11); THENCE N01°19'26"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE, S01°19'26"E AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 16.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11); THENCE S01°19'19"E AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 310.00 FEET; THENCE S89°03'06"W FOR A DISTANCE OF 1663.68 FEET; THENCE N01°17'03"W FOR A DISTANCE OF 310.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11); THENCE N89°03'06"E AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 330.47 FEET; THENCE N01°19'26"W FOR A DISTANCE OF 16.50 FEET; THENCE N89°03'06"E FOR A DISTANCE OF 1333.00 FEET TO THE POINT OF BEGINNING.

AND OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO THIRTY (30) LOTS IN THREE (3) BLOCKS AND RESERVES 'A', 'B', 'C' AND 'D' IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'STONE CREEK HOLLOW', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS 'UE' 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 RE-LAYING 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 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 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.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- 2. WITHIN 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.
- 3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, 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, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
- 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.
- 5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. UTILITY SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- 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 UPON INSTALLATION OF THE 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.
- 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.
- 4. THE OWNER OF ANY 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- 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 OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

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

- 2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

- 3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNERS LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH ELWOOD AVENUE WITHIN THE BOUNDS DESIGNATED AS 'LIMITS OF NO ACCESS' ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

G. RESERVE 'A' OPEN SPACE

RESERVE 'A' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE PERFORMED PURSUANT TO SECTION II HEREOF. THE USE OF RESERVE 'A' SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING, SCREENING FENCES AND WALLS, AND UTILITIES. THE RESERVE AREA SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION II FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

H. RESERVE 'B' OVERLAND DRAINAGE EASEMENT

- 1. RESERVE 'B' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION II HEREOF. THE USE OF RESERVE 'B' SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, UTILITIES AND OVERLAND DRAINAGE.
- 2. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS 'OVERLAND DRAINAGE EASEMENT' FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- 3. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- 4. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY.
- 5. THE OVERLAND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION II HEREOF, AT THE ASSOCIATION'S EXPENSE, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE ASSOCIATION FAILS TO PROPERLY MAINTAIN THE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENT, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

I. RESERVE 'C' STORMWATER DETENTION EASEMENT

- 1. RESERVE 'C' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION II HEREOF. THE USE OF RESERVE 'C' SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, UTILITIES AND THE FUNCTIONS DESCRIBED IN THE STORMWATER DETENTION EASEMENT.
- 2. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS 'STORMWATER DETENTION EASEMENT' FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- 3. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- 4. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN A STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- 5. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION AND SILTATION. DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
  - a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
  - b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
  - d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- 6. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN DETENTION EASEMENT.
- 7. IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION RETENTION AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN THE DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS 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 IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/30TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

J. RESERVE 'D' TRAFFIC MEDIAN

THE USE OF RESERVE 'D' SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, AND ENTRY FEATURES, INCLUDING SUBDIVISION IDENTIFICATION SIGNS AND UTILITIES.

THE RESERVE AREA SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION II FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

K. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY 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.

L. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, SEWER SYSTEMS AND SIDEWALKS ALONG ELWOOD AVENUE AND RESERVE AREAS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY, NOTWITHSTANDING THE FOREGOING, IF THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE, BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

M. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG THE WEST SIDE OF SOUTH ELWOOD AVENUE AND ALONG BOTH SIDES OF SOUTH GUTHRIE AVENUE AND WEST 78<sup>TH</sup> PLACE SOUTH IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND CITY OF TULSA ORDINANCES. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES, WHERE SIDEWALKS ARE NOT REQUIRED TO BE CONSTRUCTED BY THE OWNER, THE OWNER OF THE LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

N. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS ON, OVER, AND ACROSS THE AREAS DESIGNATED AS 'FE' OR 'FENCE EASEMENT' AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE HOMEOWNER'S ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO GATES, FENCES, WALLS, IRRIGATION SYSTEMS, AND LANDSCAPING, AND FOR THE PURPOSE OF MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN WHICH CONTAIN SUCH EASEMENTS. THE RIGHTS HEREIN ESTABLISHED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

O. OVERLAND DRAINAGE EASEMENTS

- 1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS 'ODIE' OR 'OVERLAND DRAINAGE EASEMENT' FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- 2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE APPROPRIATE DEPARTMENT OF THE CITY OF TULSA, OKLAHOMA.
- 3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE APPROPRIATE DEPARTMENT OF CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA.
- 4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

SECTION II. HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNER'S ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN 'STONE CREEK HOLLOW' (HEREINAFTER REFERRED TO AS THE 'HOMEOWNER'S ASSOCIATION') TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BY WITHOUT LIMITATION, RESERVES 'A', 'B', 'C' AND 'D' AND THE FENCE EASEMENT FOR THE FURTHER PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF STONE CREEK HOLLOW. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN 'STONE CREEK HOLLOW' SHALL BE A MEMBER OF THE HOMEOWNER'S ASSOCIATION. MEMBERSHIP IN THE HOMEOWNER'S ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN 'STONE CREEK HOLLOW' SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORMWATER DETENTION FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. 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, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF TULSA, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPLETE COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

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

C. AMENDMENT

THESE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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.

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 OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, STONE CREEK HOLLOW, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THE \_\_\_ DAY OF \_\_\_\_\_, 2023.

STONE CREEK HOLLOW, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
MANAGER

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF \_\_\_\_\_ )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_\_, 2023, BY \_\_\_\_\_, AS MANAGER OF STONE CREEK HOLLOW, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

[SEAL]

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED LAND SURVEYOR REGISTERED 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 THE ACCOMPANYING PLAT DESIGNATED HEREIN AS STONE CREEK HOLLOW, 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 LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

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



R. WESLEY BENNETT  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA #1562

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 \_\_\_\_\_, 2023, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

[SEAL]

# CONCEPTUAL IMPROVEMENTS PLAN

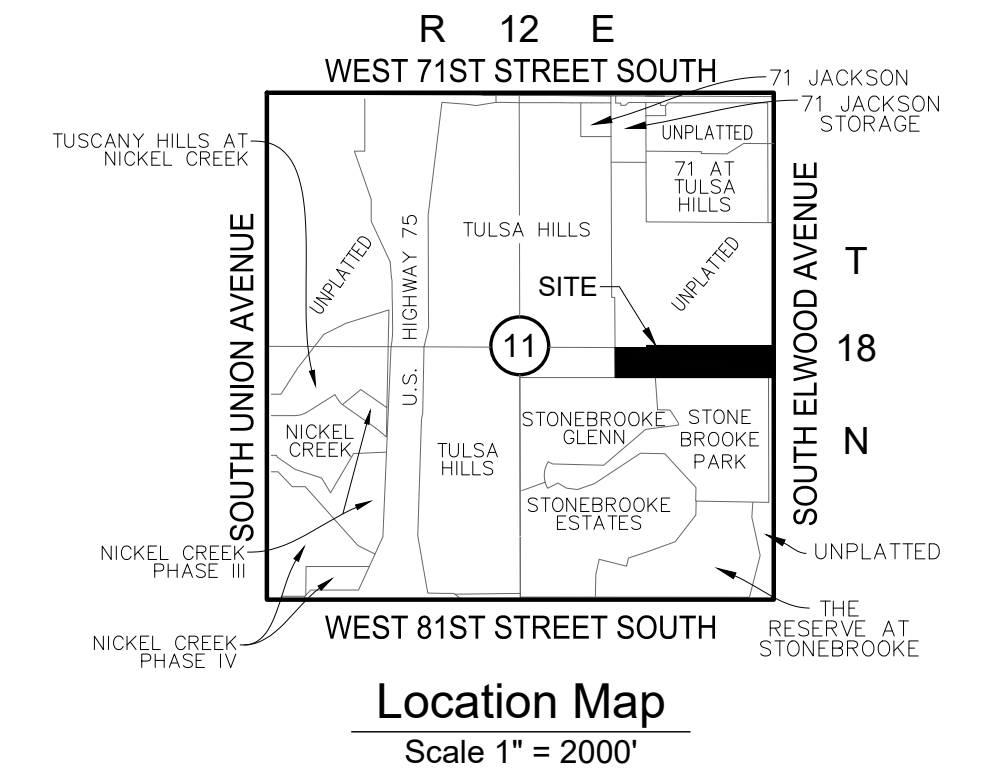
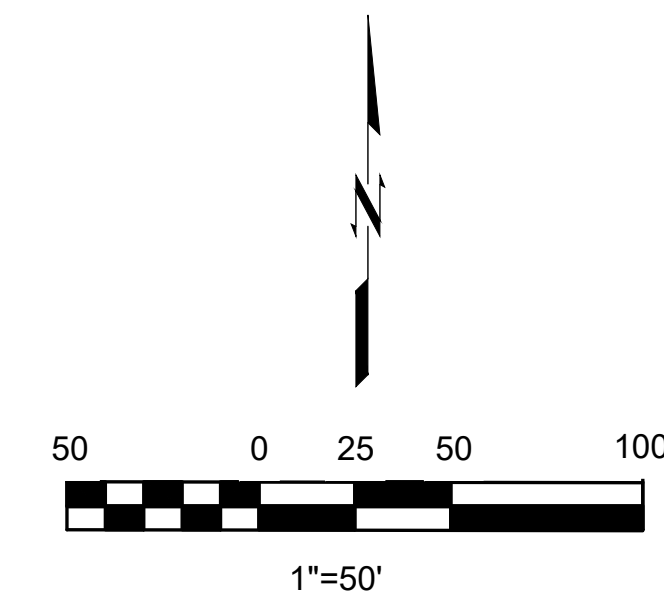
# STONE CREEK HOLLOW

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

**OWNER:**  
**Stone Creek Hollow, LLC**  
 427 South Boston Avenue, Suite 400  
 Tulsa, Oklahoma, 74103  
 CONTACT: JASON ANDREWS  
 PHONE: 918-605-0114  
 jandrews@orcaoperating.com

**ENGINEER:**  
**Wallace Design Collective, PC**  
 123 North Martin Luther King Jr Blvd.  
 Tulsa, Oklahoma, 74103  
 Phone: (918) 584-5858  
 OK CA NO. 1460, EXPIRES 6/30/2025  
 A. NICOLE WATTS, PE  
 nicole.watts@wallace.design

**SURVEYOR:**  
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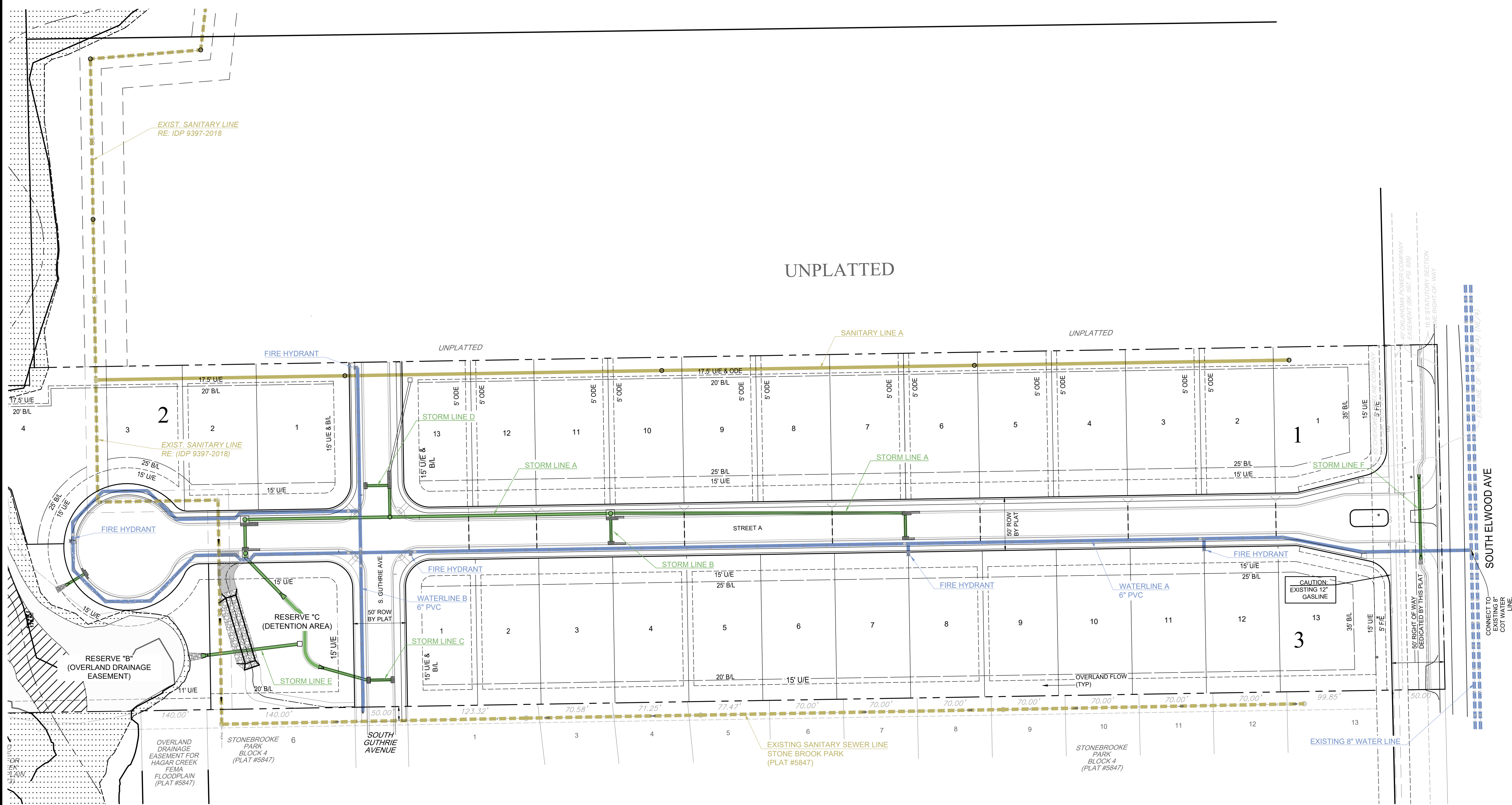


**LEGEND:**

EM	ELECTRIC METER
GM	GAS METER
GUY	GUY WIRE DOWN
GV	GAS VALVE
OC	OVERHEAD CABLE
OE	OVERHEAD ELECTRIC
OT	OVERHEAD TELEPHONE
PP	POWER POLE
RCP	REINFORCED CONCRETE PIPE
UC	UNDERGROUND CABLE
UE	UNDERGROUND ELECTRIC
UG	UNDERGROUND GAS
XFMR	TRANSFORMER

<span style="color: blue;">---</span>	EXISTING WATER
<span style="color: blue;">---</span>	PROPOSED WATER
<span style="color: yellow;">---</span>	EXISTING SANITARY SEWER
<span style="color: yellow;">---</span>	PROPOSED SANITARY SEWER
<span style="color: green;">---</span>	PROPOSED STORM SEWER



I:\civil-server\projects\1840107 Stone Creek Hollow\1 Production\StoneCreekHollow Plat Utility.dwg  
 PLOT:10/4/23  
 ORIG SIZE:24"x38"