



Tulsa Metropolitan Area
Planning Commission

Case : Tracy Estates (Related to Z-7704)

Hearing Date: April 5, 2023

Case Report Prepared by:

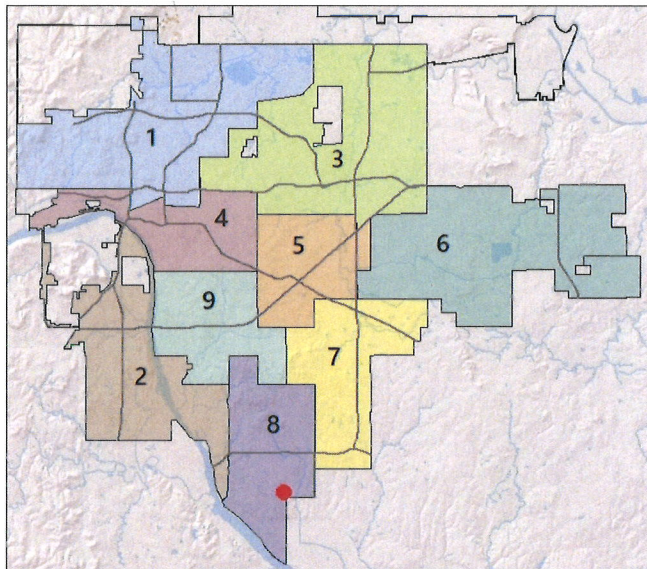
Nathan Foster

Owner and Applicant Information:

Applicant: Tim Terral, TEP

Owner: TCGH, LLC

Location Map:
(shown with City Council districts)



Applicant Proposal:

Preliminary Plat

6 lots, 1 block, 5.03 ± acres

Location: North of the northwest corner of East 111th Street South and South Sheridan Road

Zoning:

Current: AG (Agriculture)

Proposed: RS-2 with optional development plan (Z-7704)

Staff Recommendation:

Staff recommends **approval** of the preliminary plat

City Council District: 8

Councilor Name: Phil Lakin

County Commission District: 3

Commissioner Name: Kelly Dunkerley

PRELIMINARY SUBDIVISION PLAT

Tracy Estates - (CD 8)

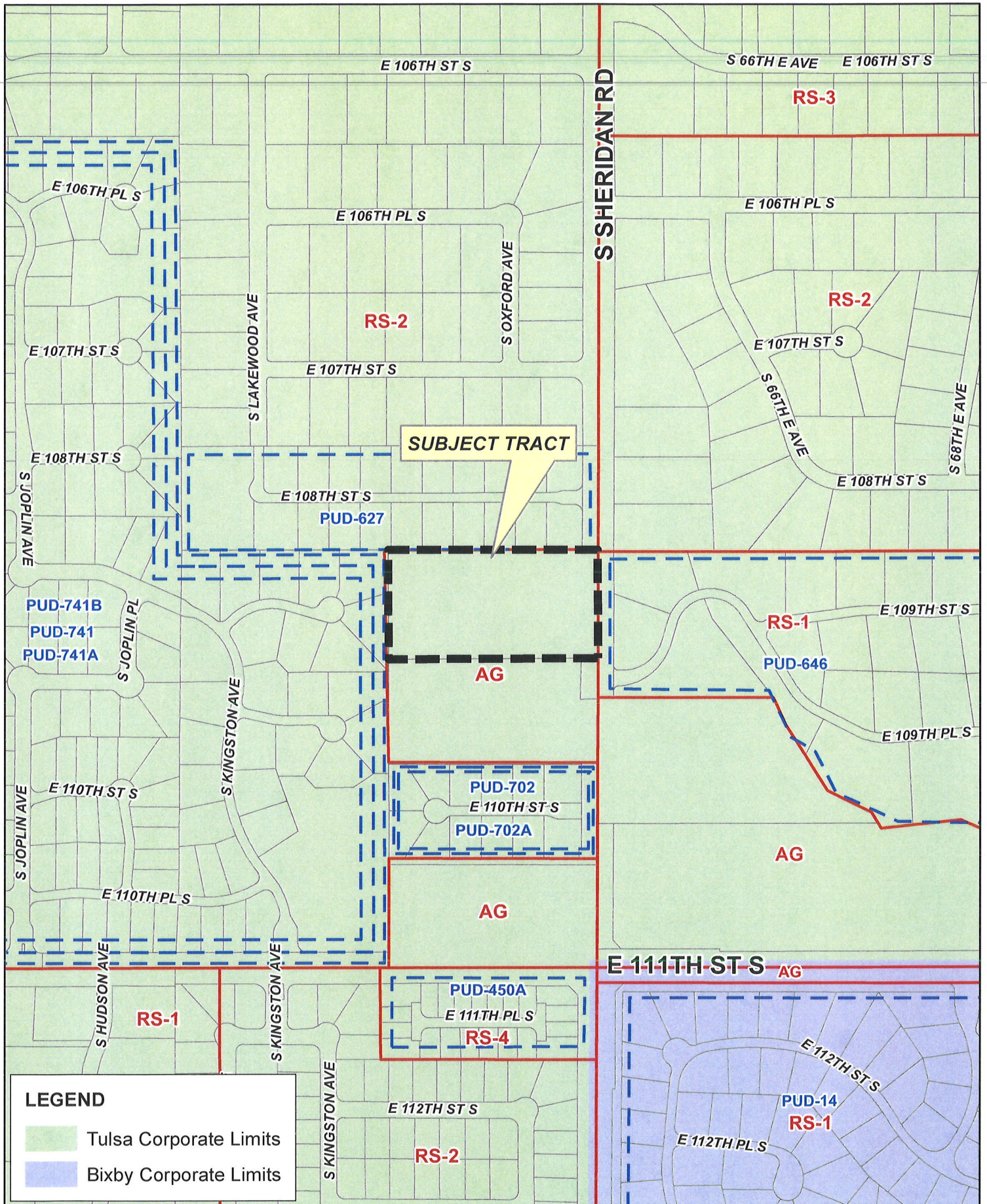
North of the northwest corner of East 111th Street South and South Sheridan Road

This plat consists of 6 lots, 1 block on 5.03 ± acres.

The Technical Advisory Committee (TAC) met on March 16, 2023 and provided the following conditions:

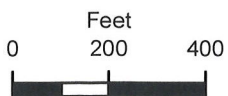
1. **Zoning:** The property is currently zoned AG. A concurrent rezoning application (Z-7704) has been submitted to rezone the property to RS-2 with and optional development plan. The rezoning and development plan must be approved and adopted prior to final plat approval. Final development plan standards must be included in the deed of dedication and a reference to the development plan number must be added to the face of the plat.
2. **Addressing:** City of Tulsa addresses and street names must be assigned and affixed to the face of the final plat along with the address disclaimer.
3. **Transportation & Traffic:** IDP approval is required for construction of private streets. Proposed private street and gated entry is required to comply with Section 5-060.8 of the Subdivision and Development Regulations. Sidewalks and ADA compliant ramps are required on both sides of all private residential streets and along South Sheridan Road.
4. **Sewer/Water:** IDP approval for sewer and water main extension is required prior to final plat approval. Label and dimension all required or existing easements. Any required offsite easements are required to be recorded and recording information must be provided on the final plat.
5. **Engineering Graphics:** Submit subdivision control data sheet with final plat. Remove contours from final plat submittal. Update the location map with all platted boundaries and labels. Label all other areas as unplatted. Graphically show all pins found or set that are associated with the plat.
6. **Fire:** Private streets and entry must comply with IFC 2018 Section D103.5.
7. **Stormwater, Drainage, & Floodplain:** IDP approval for storm sewer improvements is required prior to final plat approval. No floodplain comments.
8. **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.

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.



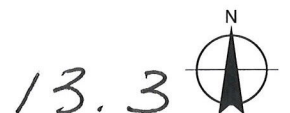
LEGEND

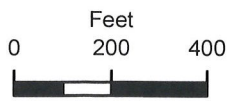
- Tulsa Corporate Limits
- Bixby Corporate Limits



Tracy Estates

18-13 27





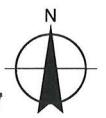
Subject Tract

Tracy Estates

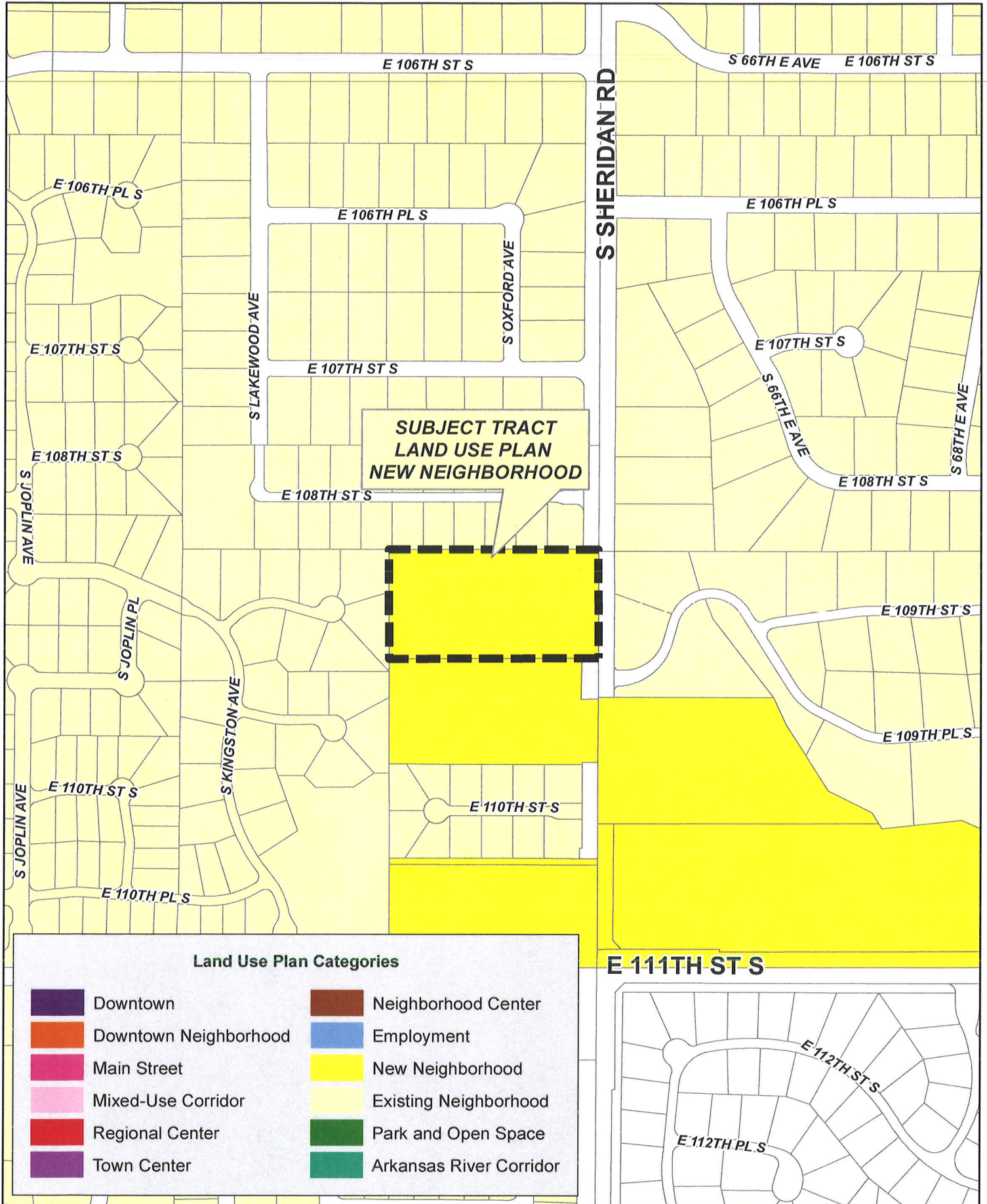
18-13 27

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

Aerial Photo Date: 2020/2021

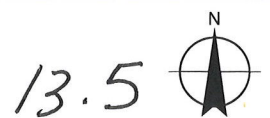


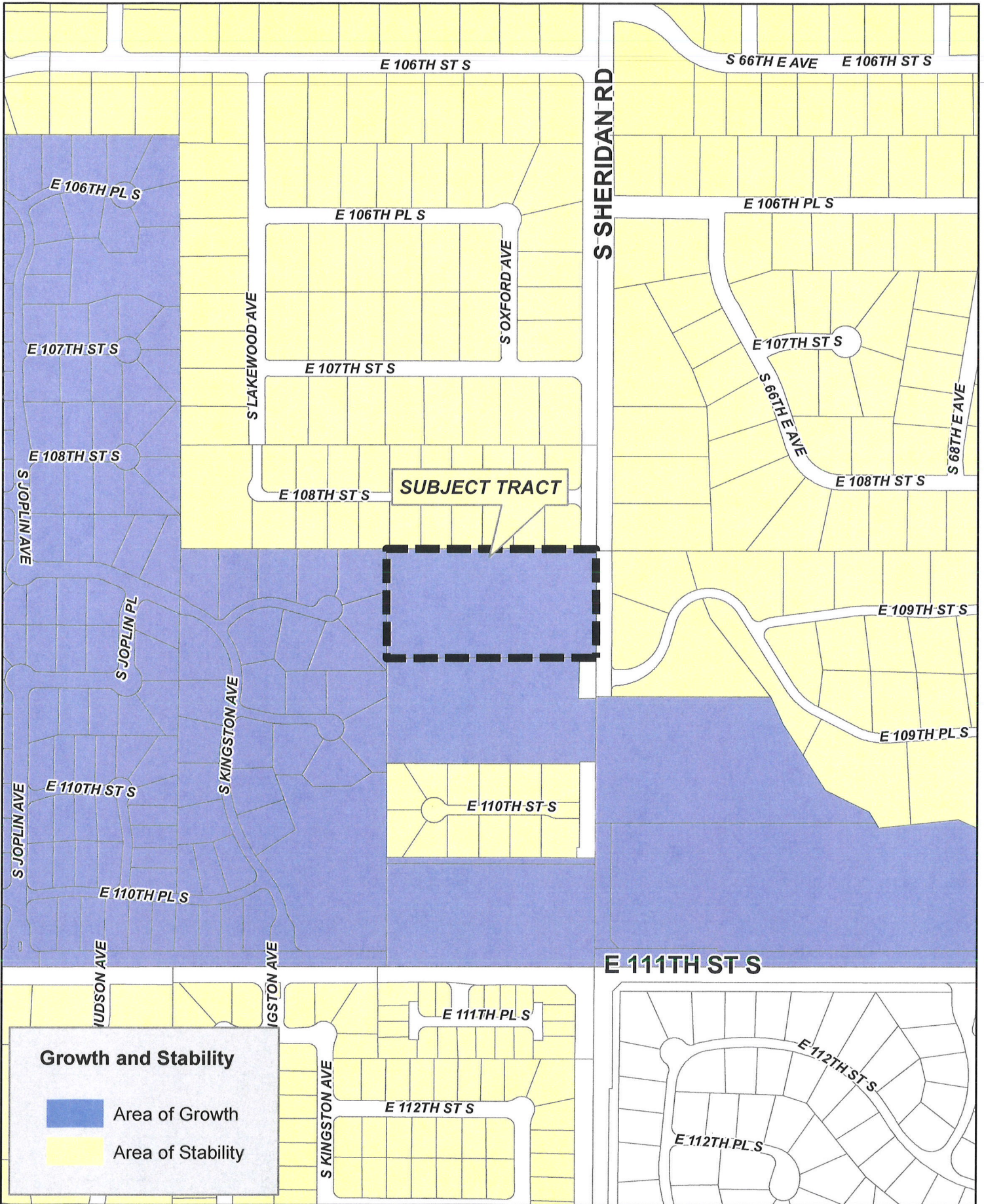
13.4





Tracy Estates

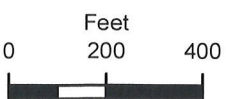
18-13 27





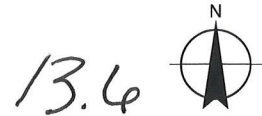
Growth and Stability

-  Area of Growth
-  Area of Stability



Tracy Estates

18-13 27

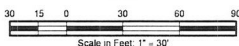


Preliminary Plat - Optional Development Plan Z-XXXX

Tracy Estates

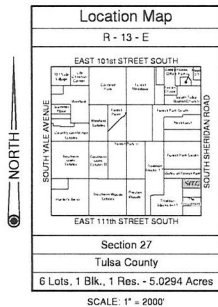
A subdivision in the City of Tulsa, being a part of the SE¹/₄ of the SE¹/₄ of Section 27, Township 18 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
 an Oklahoma corporation
 9810 East 42nd Street, Suite 100
 Tulsa, Oklahoma 74146
 918.252.9621
 Russell K. Fischer, P.E.
 rfischer@tulsaengineering.com
 CERTIFICATE OF AUTHORIZATION NO. 331
 RENEWAL DATE: JUNE 30, 2023



OWNER/DEVELOPER

TGCH, L.L.C.
 an Oklahoma limited liability company
 6122 South Memorial Drive
 Tulsa, Oklahoma 74113
 918.527.9120



Legend

Bk. = Book U/E = Utility Easement
 Pg. = Page B/L = Building Line

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to reconstruction unless noted otherwise.
 A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of overlays, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-magnetic bearings shown herein are based upon a bearing of S 01° 02' 24" E along the East line of the SE¹/₄ of Section 27, T18N, R13E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey System, NAD83 North Zone Datum.

Benchmarks

Older Benchmarks
 Atlas F1740-1
 A 3/8" steel rod w/ aluminum cap - both stamped "1111" - set in concrete, set on the north side of the driveway to Fire Station No. 9 at 1110th & Yale.
 Northing: 37120.17
 Easting: 258297.36
 Elevation: 734.46
Iron Benchmark
 Set a 3/8" steel pin with Plastic Cap Stamped "1111" - 37' North and 49' East of the intersection of South Sheridan Road and East 109th Place South.
 Northing: 37289.74
 Easting: 258367.98
 Elevation: 689.37
Horizontal Datum Oklahoma State Plane Coordinate System - North Zone
Vertical Datum North American Vertical Datum of 1988

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Lot Addresses

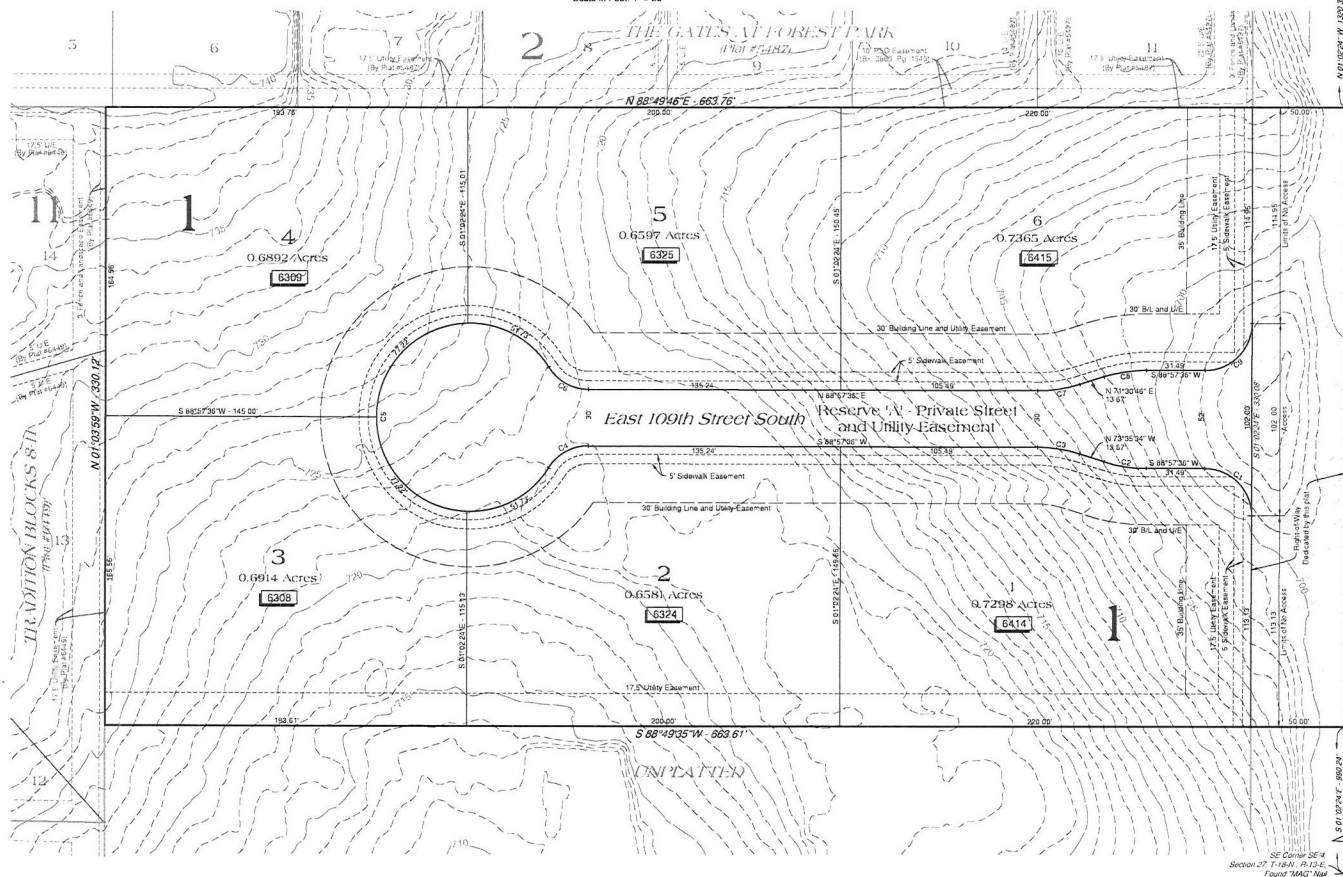
Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Surveyor's Note

Date of Last Field Visit: January 5, 2023.

Curve Table

Sta.	Delta	Radius (feet)	Chord (feet)	Chord (feet)
C1	107°00'00"	25.00	39.27	N 49°29'54" W 20.30
C2	170°00'00"	25.00	22.84	S 83°16'54" W 22.85
C3	170°00'00"	25.00	22.84	S 83°16'54" W 22.85
C4	37°44'39"	25.00	29.21	S 67°50'39" W 24.35
C5	292°54'21"	25.00	29.21	N 11°11'21" W 24.35
C6	57°44'39"	25.00	29.21	S 83°16'54" W 24.35
C7	170°00'00"	25.00	22.84	N 83°16'54" W 22.85
C8	170°00'00"	25.00	22.84	N 83°16'54" W 22.85
C9	107°00'00"	25.00	39.27	N 49°29'54" W 20.30



FINAL PLAT ENDORSEMENT OF APPROVAL
 Tulsa Metropolitan Area Planning Commission
 Approval Date: _____

 TMAPC/INGCG

 CITY ENGINEER
 Council of the City of Tulsa, Oklahoma
 Approval Date: _____

 Mayor

 City Attorney

 City Attorney

Tracy Estates

Date: February 22, 2023 Sheet 1 of 3

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13.7

**TRACY ESTATES
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
OPTIONAL DEVELOPMENT PLAN NO. XXX**

TRACY ESTATES is an area of distinctive landscape and natural beauty that is intended to afford the luxurious feel of country living in the city. It is the desire and intent to create a residential community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of Development Standards, such standards shall apply to all lots located in TRACY ESTATES.

KNOW ALL MEN BY THESE PRESENTS:

The ND of the NE¼ of the SE¼ of Section 27, Township 18 North, Range 13 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:

Beginning at the northeast corner of said SE¼ of the SE¼:

330.08 feet;

Thence S 88°49'35" W, a distance of 663.61 feet, to a point on the east line of "Tradition, Blocks 8-11", a subdivision to the City of Tulsa, Tulsa County, State of Oklahoma, according to Plat No. 6449, as filed in the office of the Tulsa County Clerk;

Thence N 01°03'59" W, along said east line, a distance of 330.10 feet to a point on the south line of "The Gates at Forest Park", a subdivision to the City of Tulsa, Tulsa County, State of Oklahoma, according to Plat No. S487, as filed in the office of the Tulsa County Clerk;

Thence N 88°49'46" E, along said south line, a distance of 663.76 feet to the "Point of Beginning";

Said tract contains 219,081 square feet, or 5.0294 acres.

The non-astronomic bearings shown herein are based upon a bearing of S01°02'24" E along the East line of the SE¼ of Section 27, T-18-N, R-13-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

As Owner/Developer, we hereby certify that we have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "TRACY ESTATES", a subdivision in the City of Tulsa, Tulsa County, Oklahoma.

SECTION I - STREETS, EASEMENTS AND UTILITIES

1.1 Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the right-of-way of South Sheridan Road, as depicted on the accompanying plat, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "UE" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, altering 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 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 aforesaid, provided however, the Owner/Developer hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress to and upon the utility easements, operation, laying 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 the area included in the plat. The Owner/Developer 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 streets and 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 a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

1.2 Underground Service

1.2.1 Street light poles or standards shall be served by underground gas. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 Underground service cables and gas service lines to all structures which are 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 construction of such structure as may be located upon the lot. Provided that upon the installation of a gas or cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definite, 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 line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

1.2.3 The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in the 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.

1.2.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the 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 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 his agents or contractors.

1.2.5 The foregoing covenants set forth in this sub-section 1.2 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.3 Water, Sanitary, and Storm Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sanitary sewer mains, and the private storm sewer mains located on or in the lot.

1.3.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in the contours existing upon the completion of the installation of a public water main, public sanitary sewer main and private storm sewer main or any construction activity which would interfere with public water and sanitary sewer mains, and private storm sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water and sanitary main, or private storm sewer main, all ground level appurtenances, including but not limited to, valve boxes, fire hydrants, manholes etc. will be adjusted to the new grade by the lot owner or at the owner's expense.

1.3.3 Sanitary sewer connections will be in the front of the lot unless otherwise provided for.

1.3.4 The City of Tulsa or its successors shall be responsible for ordinary maintenance of public water and sanitary sewer mains, 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.

1.3.5 The City of Tulsa or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways 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 said underground water or sanitary sewer facilities.

1.3.6 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by the City of Tulsa or its successors, and the owner of the lot agrees to be bound thereby.

1.4 Maintenance and Repairs of Private Storm Sewers

1.4.1 All maintenance and repairs of any private storm sewers constructed within any lot or reserve will be the responsibility of the Homeowners' Association. In the event the Homeowners' Association should fail to properly maintain the private storm sewers located thereon the "City" may enter the lot or reserve 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 cost thereof shall be paid by the Homeowners' Association. In the event the Homeowners' Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the "City" may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Homeowners' Association. A lien established as above provided may be judicially foreclosed.

1.5 Gas Service

1.5.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such 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.

1.5.2 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, 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 shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or the its agents or contractors.

1.5.3 The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.6 Surface Drainage

Each lot, per the approved grading plan, shall receive and drain in a non-obstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public and private streets and easements. 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 their lot. The foregoing covenants set forth in this Subsection 1.6 shall be enforceable by any affected lot owner or by the City of Tulsa.

1.7 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Tulsa or its supplier of the utility service shall use reasonable care in the performance of such activities.

1.8 Reservation of Rights and Covenant as to Obstructions

The Owner/Developer 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 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 the area included in the plat and to areas outside of the plat. The Owner/Developer 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 shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, that do not constitute an obstruction.

1.9 Limits of No Access

The undersigned owner hereby relinquishes the rights of vehicular ingress or egress from any portion of the property adjacent to South Sheridan Road within the boundaries designated "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the City of Tulsa, Oklahoma or its successors, 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.

1.10 Reserve "A" - Private Street

1.10.1 Reserve "A" as designated on the accompanying plat is herein dedicated as a private street for the common use and benefit of the owners of lots within TRACY ESTATES, their guests and invitees for the purpose of providing access to and from the various lots. The use of Reserve "A" shall be limited to use for a private street, open space, landscaping, entry features, subdivision identification signs, stormwater drainage collection and conveyance, and utilities and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section VII hereof, for the purposes of administration and maintenance of the private street and other common areas of the subdivision.

1.10.2 The Owner/Developer herein grants to the City of Tulsa, Oklahoma, the United States Postal Service, any public utility providing utility service to the subdivision, and to any refuse collection service which provides service within the subdivision, the right to enter and traverse the private street (Reserve "A") and to operate thereon all service, emergency and government vehicles, including but not limited to police and fire vehicles and equipment.

1.10.3 The Owner/Developer for itself and its successors herein covenants with the City of Tulsa, which covenants shall run with the land and inure to the benefit of the City of Tulsa and shall be enforceable by the City of Tulsa to:

- 1.10.3.1 Construct and maintain street surfacing extending the full length of the private street depicted within the accompanying plat, and meeting or exceeding the now existing standards for minor residential streets in the City of Tulsa.
- 1.10.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private street (Reserve "A").
- 1.10.3.3 Secure inspection by the City of Tulsa, Oklahoma of the private street and secure certification by the City of Tulsa, Oklahoma that the private street shall be constructed in accordance with the standards above set forth, or if the City of Tulsa, Oklahoma declines to inspect the private street, certification shall be secured from a registered professional engineer that the private street was constructed in accordance with the standards above set forth, and the required certification shall be filed with the Tulsa Planning Commission prior to the issuance of a building permit for any lot that derives its access from the private street.

1.10.4 The City of Tulsa shall have no duty to maintain the private street (Reserve "A") nor have any implied obligation to accept any subsequent transfer of the private street (Reserve "A").

SECTION II. RESERVE "A"

2.1 Use of Land

2.1.1 Reserve "A" shall contain, but not be limited to use for a private street, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "TRACY ESTATES" as set forth within Section VI hereof.

2.2 Reserve "A"

2.2.1 All costs and expenses associated with all Reserve "A", including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association.

2.2.2 In the event the Homeowners' Association should fail to properly maintain the area within Reserve "A" and facilities thereon located as above provided, the City of Tulsa, Oklahoma, or its designated contractor may enter the reserve area and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said 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 of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/8 of the costs. This lien may be foreclosed by the City of Tulsa, Oklahoma.

SECTION III. OPTIONAL DEVELOPMENT PLAN RESTRICTIONS

WHEREAS, "TRACY ESTATES" was submitted as zoning case number Z-XXXX (RS-2), with an Optional Development Plan, pursuant to Section 70.040 of the Tulsa Zoning Code, as existed on April 15, 2023, and was approved by the Tulsa Metropolitan Area Planning Commission on April 15, 2023 and by the Tulsa City Council on May XX, 2023; and

WHEREAS, the Optional Development Plan 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 assure the implementation and continued compliance with the approved Optional Development Plan, and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Tulsa, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be enforceable as hereinafter set forth.

3.1 General Provisions

3.1.1 All use regulations, lot and building regulations, and other relevant regulations shall conform to the RS-2 zoning district, pursuant to the provisions of the Tulsa Zoning Code, except as outlined in Section 3.2 Development Standards.

3.1.2 The entire optional development plan for Tracy Estates shall be served by a private street.

3.2 Development Standards

3.2.1 Permitted Uses	Uses permitted by right in the RS-2 Zoning District.
3.2.2 Minimum Lot Size	22,500 sq. ft.
3.2.3 Minimum Lot Width	150 feet
3.2.4 Minimum Building Setbacks:	
- Front	35 feet
- Other Streets	30 feet
- Rear Yard	25 feet
- Interior Side Yards	10 ft/10 ft.
3.2.5 Maximum Building Height	35 feet*

* Architectural/decorative features such as chimneys and cupolas, may extend to a maximum height of 45 feet. However, no habitable portion of any dwelling may exceed the 35-foot height limitation.

3.2.6 Minimum Open Space Per Lot 12,000 SF

3.2.7 Other Bulk and Area Requirements As established in the RS-2 Zoning District.

3.3 Private Street and Maintenance Obligations for Common Areas and Improvements

3.3.1 All lots within the subdivision shall include street vehicular access to a private street. The private street shall be a reserve area (Reserve "A") as defined on the face of the final plat.

3.3.2 All operations and maintenance responsibilities for improvements in the reserve area shall be assigned to the Homeowners' Association established for Tracy Estates. The reserve area language in the plat shall include provisions that provide for the common use and benefit of the owners of the residential lots, their guests and invitees for providing vehicular and pedestrian access to and from the various residential lots and to and from public streets.

3.3.3 Provisions shall be made to allow the City of Tulsa, the United States Postal Service, private parcel delivery services, public utilities providing service to the subdivision and to any refuse collection service which provides service within the subdivision the right of access to and enter and traverse the private street and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment.

3.3.4 The private street and sidewalks abutting the private street shall be constructed to meet or exceed the City of Tulsa Engineering design standards for minor residential streets and must satisfy the provisions of the Tulsa Metropolitan Area Subdivision and Development Regulations.

3.3.5 Private streets intersecting with public streets must have a vehicular turn around area before the area that allows a complete turn-around completely outside the street right of way of the intersecting public streets. Gate designs, security systems and access controls must be reviewed and approved by the technical advisory committee before installation.

3.4 Platting Requirement

A final plat meeting or exceeding the minimum standards of the City of Tulsa shall be filed at the Tulsa County Courthouse prior to receipt of any residential building permit.

SECTION IV. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements thereon.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

4.1 Use of Land

4.1.1 All lots within Tracy Estates, excepting Reserve "A", shall be known and described as residential lots, and shall be used only for single-family residences.

4.2 Minimum Yards and Setbacks

4.2.1 Front and Street Setback. No house shall be erected closer than 30 feet from any street property line. The property lines in TRACY ESTATES start 2 feet behind the face of curb so front yard setbacks can be measured at 32 feet from the face of curb.

4.2.2 Side Yard setbacks are 10 feet on each side.

4.2.3 Rear Yard Setback is 20 feet.

4.3 Floor Area of Dwellings

4.3.1 Living Area. All dwellings shall have a minimum of 4,000 square feet measured over masonry. Additionally, the first story of all two-story dwellings shall have a minimum of 3,500 square feet measured over masonry.

4.3.2 Computation of Living Area. The computation of living area shall not include any basement, attic or unfinished garage area used for storage. All living area measurements shall be taken horizontally at the top plate level 7 to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height.

TRACY ESTATES

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4.4 Garages

Provide space for the enclosed parking of at least three (3) standard automobiles. Attached garages shall be "side entry" only and not directly face the street in front of the lot. Attached tandem/dual 4th car garages may face the front lot if appropriately set back from the front of dwelling and approved by the New Construction Committee.

4.5 Landscaping, Irrigation & Fencing

4.5.1 A landscape plan that shows proposed plantings for the front yard in an amount not less than \$10,000.00, not including sod cost based on average nursery planting prices in 2023 dollars must be provided to and is subject to the approval of the New Construction Committee. Each home-site shall be required to plant two (2) trees in the front yard with a minimum caliper of 4 inches. Additional trees may be installed provided they have been approved. No tree location will be approved that interferes with the maintenance of common areas or common area irrigation systems. Frontyard transformers and pedestals MUST be landscaped. Underground-service pedestals/transformers located in the front of homes shall have a minimum of three (3) one-gallon Maiden Grass shrubs installed around each one. Plantings shall provide ten (10) feet of clearance in front of all electrical transformers. The New Construction Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the New Construction Committee to be incompatible with the overall landscape design theme of TRACY ESTATES. All yards must be 100% sodded. Lawn irrigation systems must be installed.

4.5.2 The use of artificial or handmade plant material is prohibited. The New Construction Committee may permit other types of ornamental landscape design elements upon approval.

4.5.3 All planting shall be completed prior to occupancy, unless approved by the New Construction Committee. Landscaping Plans shall include proposed fencing, walls, and City required sidewalks.

4.5.4 Native Trees: The Owner/Developer has gone to great lengths to preserve the native trees in this development. A clearing plan will be required before any building plans will be approved and a fine of \$1,000.00 per unapproved tree removed will be assessed. This has been authorized in the Tracy Estates CCR. Tree removal necessary for home construction per approved the site plan will be approved by the New Construction Committee.

4.5.5 Hardscaping: Walls and planters made of brick or stone must be approved and must not interrupt the proper drainage flow. Walls must not interfere with another person's view to the greenbelt, or other common areas.

4.5.6 Fencing

4.5.6.1 Rear Yard and Side Yard Fencing: Fencing along the lot lines of homes may use black wrought iron fencing, not to exceed 5 feet tall with or without brick pilasters or masonry columns, or a spaced 6 foot wood privacy fence, with all posts and bracing being metal. Masonry brick and material for columns must be approved by the New Construction Committee.

4.5.6.2 Side Yard Fencing: Side Yard fencing for dog runs or other uses must use black wrought iron fencing not to exceed 5 feet tall and across sections must be perpendicular to the home and terminate into the side of the house.

4.5.6.3 Patio Screening: A maximum height of 5 feet opaque screening fencing of masonry construction may be used on all lots around a rear patio or porch, subject to the review and approval by the New Construction Committee.

4.5.6.4 Lot Line Fencing: Fencing along Tracy Estates perimeter lot lines must be eight (8) feet wood fencing with a wood cap and metal posts. Wood fencing must be stained and color must be neutral. All other fencing must be black wrought iron of at least four (4) feet but not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets.

4.6 Building Material Requirements/Details

4.6.1 Masonry Requirements: Exterior veneer on each side of the home will consist of 100% masonry, excluding porches and patios. Small areas of decorative veneer may be approved on a case by case basis by the New Construction Committee.

4.6.2 Foundations: All foundations/stemwalls of the dwellings erected on any lot shall be veneered with brick, natural rock or stucco. No exposed foundations/stemwalls will be allowed.

4.6.3 Windows: Exterior windows shall be either of vinyl, wood, cladwood, painted, or anodized colored aluminum construction. No mill finish will be accepted.

4.6.4 Fireplace Chimney and Flues: Fireplace chimneys located on any perimeter wall shall be masonry or masonry veneer construction. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the New Construction Committee.

4.6.5 Roofing: Roofing materials will be Architectural grade composition shingle. Heritage Series by TAMKO, color to be WEATHERWOOD, or as approved by the New Construction Committee.

4.6.6 Patios and Porches: Patios and porches must be of concrete or other approved masonry material and may not extend further than 12 feet into the rear yard without approval from the New Construction Committee. No wood patios or porches will be allowed.

4.6.7 Gutters and Downspouts: Complete rain gutters and downspouts with splash blocks shall be provided as agreed to and approved by the New Construction Committee.

4.6.8 Painting: Certain colors including vivid or bright pastels including, but not limited to, pink, turquoise, orange, lavender and purple will not be allowed. All exterior color selections must receive approval by the New Construction Committee. Roof jacks and other penetrations including water heater and furnace vents will be painted to match the shingle color.

4.7 Commercial Structures

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot.

4.8 Existing Dwellings

No existing erected dwelling may be moved onto or placed on any lot. Mobile or modular homes are strictly prohibited.

4.9 Television Cable and Satellite Dishes

All homes must be wired for fiber optic telephone service. Underground television cable is provided to the site. All homes should be pre-wired with RG6 (or better) coaxial cable to prevent "ghosting" due to proximity to the main antennas. Satellite dishes shall be positioned to provide low visibility from the street and common areas. No external radio, television or other antennas of any kind or nature (including, but not limited to "satellite dishes" or other devices for the reception or transmission of radio, microwave or other similar signals, shall be placed on, maintained upon, unenclosed portions of any lot except satellite dishes 20 inches in diameter or less as approved by the New Construction Committee.

4.10 Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other similar type vehicles shall be parked or stored in or upon any part of TRACY ESTATES (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in TRACY ESTATES including on any lot or upon the streets of TRACY ESTATES. No vehicle shall be parked on the streets in TRACY ESTATES on a regular basis or for more than a twenty-four (24) hour period except in such parking areas as may be designated by Tracy Estates Homeowners' Association, Inc. Tracy Estates Homeowners' Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

4.11 Driveways

Driveways must be of concrete or approved masonry and provide parking for at least two automobiles. There will be no parking of any type of motor vehicle on the street for a period of more than twenty-four (24) hours.

4.12 Subdivision Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to Tracy Estates Homeowners' Association, Inc., formed pursuant to Section IV hereof, to erect and maintain portions of walls, landscaping, and/or irrigation along the boundaries of the subdivision and within the reserve depicted on the accompanying plat as Reserve "A".

4.13 Sidewalks and Property Boundary Fences

4.13.1 Prior to occupancy of a dwelling on a lot, a sidewalk four (4) feet in width shall be constructed within and extend the length of the sidewalk easement (excepting points of driveway access) located within the lot and depicted on the Plat as Sidewalk Easement. The owner of the lot shall have the obligation to construct and maintain the sidewalk. For the common use and benefit of the owners of lots within TRACY ESTATES, the Owner/Developer herein establishes and grants a perpetual easement on, over and across those areas depicted on the Plat as Sidewalk Easement for the purposes of permitting pedestrian access within the Subdivision. Sidewalks will be constructed by the Owner/Developer adjacent to a South Sheridan Road.

4.13.2 Property Boundary Fences: Property Boundary fences on internal boundaries/property lines should be installed on (but not over) the common property boundary but in any event, must be installed within six (6) inches of the common property boundary or as close as site conditions allow. Adjacent property owners are granted the right to extend over the common property line to attach their fencing to the existing fencing. The rights granted herein shall be appurtenant to the land and shall pass to such owner's successors-in-title.

4.14 Drainage

Drainage from each home-site must not be altered to increase the natural flow of water onto or away from any adjacent home-site. Builder is responsible for final grading to create positive drainage on lots. Walls and planters made of brick or

stone must be approved and must not interrupt the proper drainage flow. Walls must not interfere with another person's view to the greenbelt or other common areas.

SECTION V. NEW CONSTRUCTION COMMITTEE

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements thereon;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns; and shall be enforceable as hereinafter set forth.

5.1 New Construction Committee - Plan Review

5.1.1 No residence, outbuilding, improvements, driveway, fence, wall, satellite receiver dish, or free standing mailbox shall be erected, placed, or altered on any lot in the subdivision until the plans and specifications have been approved in writing by TCGH, L.L.C., or its authorized representatives or successors, which are hereinafter referred to as the "New Construction Committee". For each residence or out building, the required plans and specifications shall be submitted in duplicate or electronically and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and exterior color scheme.

5.1.2 New Construction Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The New Construction Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision in which they would otherwise be entitled to prosecute.

5.1.3 The New Construction Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting, and other landscape design items to promote compatibility and conformity within the subdivision. The New Construction Committee reserves the authority to review, approve, modify, or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the New Construction Committee to be incompatible with the overall landscape standards of TRACY ESTATES.

5.1.4 The powers and duties of the New Construction Committee shall, on the 1st day of January, 2023, be deemed transferred to the Homeowners' Association (Tracy Estates Homeowners' Association, Inc.) provided for in Section VI, or upon written assignment to the Homeowners' Association by the New Construction Committee, whichever event first occurs; and thereafter the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners' Association or their designees.

5.1.5 TCGH, L.L.C., reserves the right in their sole discretion and without prejudice to any other remedy, to so long as TCGH, L.L.C., is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within this Section V, by instrument duly executed and acknowledged by them, the New Construction Committee and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma.

SECTION VI. HOMEOWNERS' ASSOCIATION

6.1 Formation of Homeowners' Association

The Owner/Developer has formed or caused to be formed Tracy Estates Homeowners' Association, Inc., (hereinafter the "Homeowners' Association"), consisting of all owners of residential lots within TRACY ESTATES, established in accordance with the statutes of the State of Oklahoma for the general purposes of maintaining the private street system and common areas and enhancing the value, desirability, and attractiveness of TRACY ESTATES. The Owner/Developer shall be responsible for the maintenance of the common areas until 60% of the lots within the development are sold, at which time maintenance will be transferred to the Homeowners' Association.

6.2 Membership

Every person or entity who is a record owner (herein referred to as a "lot owner") of the fee interest of a residential lot platted as part of TRACY ESTATES, subdivision, shall be a member of the "Homeowners' Association" and shall be subject to assessment by the "Homeowners' Association" for maintenance of common areas within TRACY ESTATES. Membership shall be appurtenant to and may not be separated from the ownership of a lot.

6.3 Covenant for Assessments

Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the "Homeowners' Association" assessments to be established by the Owner/Developer in accordance with this Deed of Dedication

and Restrictive Covenants or any subsequent declaration that is executed and recorded by the Owner/Developer or by the Board of Directors, in accordance with the Bylaws of the "Homeowners' Association" as the case may be. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty (30) days of the date that notification of the assessment is delivered electronically or mailed to a lot owner, shall accrue interest at the rate of 18% per annum. The lien may be foreclosed in the same manner as a mortgage lien. The "Homeowners' Association" shall be entitled to recover all court costs and other costs of foreclosure, including reasonable attorney fees.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

7.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, 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 additionally the covenants within Section I whether or not specifically therein so stated shall run to the benefit of and all shall be enforceable by the City of Tulsa, Oklahoma. The covenants contained in Section III, Optional Development Plan Restrictions are established pursuant to the Optional Development Plan provisions of the City of Tulsa Zoning Code and shall inure to the benefit of the lot or a parcel thereof. The Homeowners' Association and the owners of the lot or a parcel thereof. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III, it shall be lawful for the City of Tulsa, the Homeowners' Association, or any owner of a lot to maintain any 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 compel compliance with the covenant. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section IV, Private Building and Use Restrictions, it shall be lawful for the Homeowners' Association, or any owner of a lot to maintain any 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 compel compliance with the covenant. In any judicial action brought by the "Homeowners' Association", or a lot owner which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

7.2 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.

7.3 Amendment

The covenants contained within Section I, Streets, Easements and Utilities and Section II, Reserve "A", may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Tulsa Planning Commission, or its successors and the City of Tulsa, Oklahoma. The covenants contained within Section III, Optional Development Plan Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the affected lot in TRACY ESTATES and approved by the City of Tulsa Planning Commission, or its successor. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded. The lot owners may amend, revise or abolish any provision of Section IV, Private Building and Use Restrictions with a vote of a minimum of 60% of the lot owners favoring the proposed amendment, revision or abatement, except as provided for in the following. TCGH, L.L.C., reserves the right in their sole discretion and without prejudice to any other remedy, to so long as TCGH, L.L.C., is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within Section IV, Private Building and Use Restrictions by instrument duly executed and acknowledged by them and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

7.4 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 TCGH, L.L.C., an Oklahoma limited liability company, executed this instrument this _____ day of _____, 2023.

TCGH, L.L.C.,
an Oklahoma limited liability company

Gant Hinkle, Manager

State of Oklahoma)
County of Tulsa) s.s.

This instrument was acknowledged before me this _____ day of _____, 2023, by _____ of TCGH, L.L.C.,

Jack Taber, Notary Public
My commission no. is 12008192
My commission expires May 31, 2024

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional 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 TRACY ESTATES, 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.

Executed this _____ day of _____, 2023.

Bobby D. Long
Registered Professional Land Surveyor

State of Oklahoma)
County of Tulsa) s.s.

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2023, by Bobby D. Long,

Jack Taber, Notary Public
My commission no. is 12008192
My commission expires May 31, 2024

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ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

9610 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.8621

Russell K. Fischer, P.E.
r.fischer@tulsaengineering.com
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2023

Conceptual Public Utility Plan

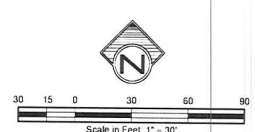
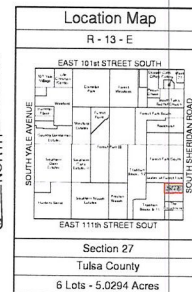
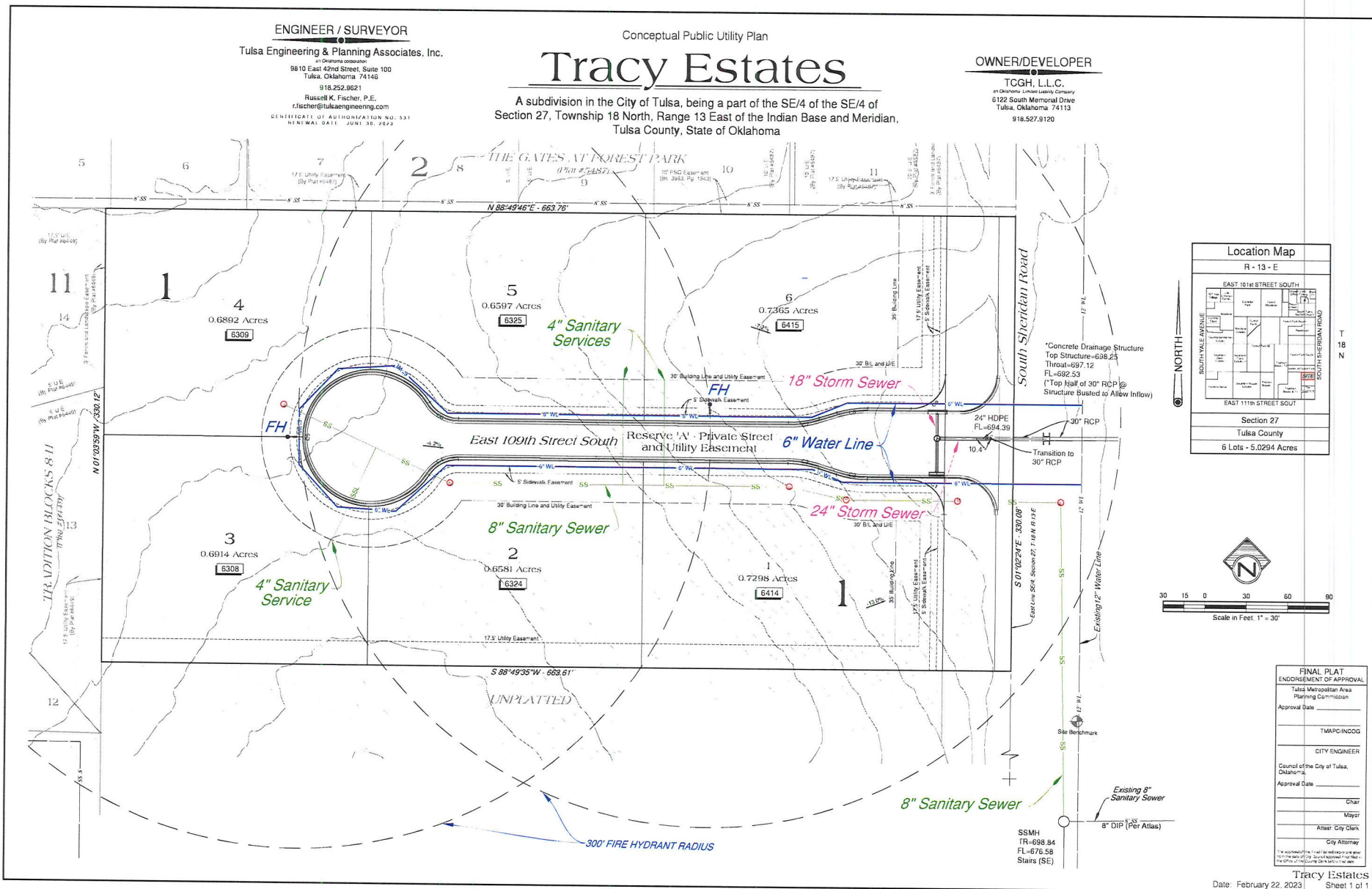
Tracy Estates

A subdivision in the City of Tulsa, being a part of the SE/4 of the SE/4 of
Section 27, Township 18 North, Range 13 East of the Indian Base and Meridian,
Tulsa County, State of Oklahoma

OWNER/DEVELOPER

TCGH, L.L.C.

an Oklahoma Limited Liability Company
6122 South Memorial Drive
Tulsa, Oklahoma 74113
918.527.9120



FINAL PLAT ENDORSEMENT OF APPROVAL	
Tulsa Metropolitan Area Planning Commission	
Approval Date	
TMAPC/INDOG	
CITY ENGINEER	
Council of the City of Tulsa, Oklahoma	
Approval Date	
	Chair
	Mayor
	Attn: City Clerk
	City Attorney

Tracy Estates
Date: February 22, 2023 Sheet 1 of 1

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