

TULSA METROPOLITAN AREA PLANNING COMMISSION

175 East 2nd St, Suite 480 - Tulsa, OK 74103 - (918) 596-7526 - tulsaplanning.org

Submit applications to planning@cityoftulsa.org

SUBDIVISION PLAT **MINOR SUBDIVISION PLAT**

APPLICATION INFORMATION

RECEIVED BY: AE DATE FILED: 2/18/26 PLAT NAME: CYPRESS VILLAS

| SUBDIVISION PLAT SCHEDULE | | REFERENCE CASES | |
|-------------------------------------|----------------|---------------------|--|
| TECHNICAL ADVISORY COMMITTEE (TAC): | <u>3/5/26</u> | ZONING/PUD/CO CASE: | |
| | | TMAPC DATE: | |
| TMAPC: | <u>3/18/25</u> | BOA CASE: | |
| | | BOA DATE: | |

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: APPROX. 1,500 FEET EAST OF E. 41ST. AND 177TH E. AVE. INTERSECTION TRACT SIZE: 39.98 ± acres
 LEGAL DESCRIPTION: See attached

Sec. 42 T19N R14E
 PRESENT USE: Vacant PRESENT ZONING: RS-5 T-R-S: _____ COUNCIL DISTRICT: _____
 WATER SUPPLY: City of Tulsa SANITARY SEWER: City of Tulsa
 ELECTRIC: PSO GAS: ONG PHONE: COX/ATT TV: COX/ATT SCHOOL DISTRICT: _____

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: SINGLE FAMILY RESIDENIAL SUBDIVISION

PROPOSED ZONING: RS-5 LOTS PROPOSED: 155 BLOCKS PROPOSED: 9

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION |
|--|---|
| NAME <u>OLSSON, INC. - JASON MOHLER</u> | NAME <u>ML LAND DEVELOPMENT, LLC</u> |
| ADDRESS <u>1717 S. BOULDER AVE., SUITE 600</u> | ADDRESS <u>8092 S. YALE AVE. #31</u> |
| CITY, ST, ZIP <u>TULSA, OK 74133</u> | CITY, ST, ZIP <u>TULSA, OK 74136</u> |
| DAYTIME PHONE <u>(918) 376-4294</u> | DAYTIME PHONE _____ |
| EMAIL <u>JMOHLER@OLSSON.COM</u> | EMAIL <u>LEESIGNATUREPROPERTIES@YAHOO.COM</u> |
| I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT. | |
| SIGNATURE & DATE: <u>J. C. Mohler</u> <u>02/18/2026</u> | |

DOES OWNER CONSENT TO THIS APPLICATION YES NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? ENGINEER

| APPLICATION FEES (Make checks payable to City of Tulsa) | | PRELIMINARY PLAT DISPOSITION |
|---|---|---|
| PRELIMINARY PLAT FEE: | \$1,200 | TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED |
| FINAL PLAT FEE: | \$950 (Includes 1 Revision, Additional Revisions + \$200) | DATE/VOTE: |
| MINOR PLAT FEE: | \$1,000 | CONDITIONS: |
| TOTAL AMOUNT DUE: | \$ | |
| RECEIPT NUMBER: | | |

Application fees in whole or part will not be refunded after notification has been given.

SUBMITTAL REQUIREMENTS:

Checklists for all submittals are available at tulsaplanning.org.

Preliminary Plats – Application, Checklist, PDF of Plat, Deed of Dedication, and Conceptual Improvement Plan

Draft Final Plats – PDF of Draft Final Plat, Deed of Dedication and Data Control Sheet

Final Plats for Signatures – Minimum of 1 rolled full-size copies, fully executed by owner, surveyor, and engineer.

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SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: APPROX. 1,500 FEET EAST OF E. 41ST. AND 177TH E. AVE. INTERSECTION

Acreage: 39.98 Number of Lots: 155 Project Name: CYPRESS VILLAS

Owner of Property: ML LAND DEVELOPMENT, LLC

Person Requesting Review: OLSSON, INC. - JASON MOHLER Date: 02/18/2026

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: NEIGHBORHOOD

The property CONFORMS DOES NOT CONFORM to the Major Street and Highway Plan.

ZONING AND PLATTING

The property is currently zoned RS-5

The proposed use of RESIDENTIAL WOULD or WOULD NOT conform to the zoning district classification.

Minimum lot size required: 3,300 SQ. FT.

Is the property is located within an approved development plan? YES NO

If yes, does the project conform to all development standards? YES NO

Is there a Rezoning or Board of Adjustment case pending on the site? YES NO Case number: Z-7844

When are the anticipated TMAPC and City Council, or Board of Adjustment meeting dates? TBD

INFRASTRUCTURE NEEDS

A brief summary of major infrastructure to be provided and by whom:

Streets PUBLIC STREETS WILL BE PROVIDED BY THE DEVELOPER

Water POTABLE WATER WILL BE PROVIDED BY THE DEVELOPER

Sewer SANITARY SEWER WILL BE PROVIDED BY THE DEVELOPER

Storm Water/Drainage STORM SEWER AND DRAINAGE WILL BE PROVIDED BY THE DEVELOPER

Park and Trail Dedications _____

Please consider the items in this Pre-Application Review carefully.

This conceptual pre-development review is not intended to be all-inclusive, but rather to address the major development criteria, which should be thoroughly studied as development plans progress. Relevant Federal and State Statutes, as well as TMAPC Subdivision Regulations, Design Criteria, Zoning Codes, and other relevant local codes and policies should be reviewed and incorporated into future plans.

Contact the Tulsa Planning Office if you have questions about the development process in the City Tulsa:
918-596-5726, planning@cityoftulsa.org.

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SUBDIVISION PLAT PROCESS

MEETING SCHEDULE

Technical Advisory Committee (TAC) Date (Preliminary plats): Thursday, 3/5/26 1:30 p.m.
City of Tulsa 4th Floor

Tulsa Metropolitan Area Planning Commission (TMAPC) Date (Preliminary plats): Wednesday, 3/18/25 1:30 p.m.
Tulsa City Council Room, 2nd Level, One Technology Center, 175 East 2nd Street

PRELIMINARY PLAT PROCESS

1. Applicant submits preliminary plat/covenants, conceptual improvements plan, completed application, and fees. Plat is scheduled for TAC meeting and TMAPC public hearing.
2. Staff distributes preliminary plat to TAC members for review.
3. Applicant, staff, and TAC members meet to review requirements for approval of preliminary plat.
4. TMAPC holds public hearing to consider approval of preliminary plat. Approval of a preliminary plat expires after two years until phasing plan is adopted by TMAPC.

FINAL PLAT PROCESS

1. Applicant prepares "draft final" plat in accordance with all TMAPC and TAC requirements of preliminary plat approval. TMAPC Staff will review and digitally stamp "Draft Final" PDF submittal.
2. If revisions are made after the first "draft final" plat submittal, new plats shall be submitted and clearly identify all revisions on the face of the plat and in the covenants by submission of a response memo.
3. TMAPC distributes "draft final" for release from Development Services.
4. Release letters are required from the following: City of Tulsa Development Services, water and sanitary sewer service providers; City Legal Department; electric, gas, telephone and TV utility service providers. Release letters shall indicate the latest revision date for which the plat is being released.
5. Revisions submitted subsequent to being released shall be reviewed and released again.
6. Staff will schedule "draft final" plat for TMAPC approval after we receive all release letters and have confirmed that the release letters pertain to the latest revised version of the plat. Submittal required per Section 3.6.5 of the Subdivision Regulations must be received before the Final Plat is considered by TMAPC.
7. Applicant submits final recordable documents with original notarized signatures to TMAPC staff.
8. Staff obtains signatures from TMAPC, City Attorney, City Engineering, Mayor and City Council.
9. Staff returns final signed documents to applicant for filing with the County Clerk. Final documents must be filed within one year of TMAPC final plat approval.

CYPRESS VILLAS – LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4), OF SECTION TWENTY-FOUR (24), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 14 EAST NORTH 88°37'19" EAST, A DISTANCE OF 1317.78 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE N01°23'41"W A DISTANCE OF 1320.73; THENCE N88°35'30"E A DISTANCE OF 1318.51 FEET; THENCE S01°21'46"E A DISTANCE OF 1321.43 FEET; THENCE S88°37'19"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) DISTANCE OF 1317.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,741,371.80 SQ. FT. OR 39.98 ACRES, MORE OR LES

**PRELIMINARY PLAT FOR
CYPRESS VILLAS**
PART OF THE SW/4, SECTION 24, T-19-N, R-14-E, I.M.
IN CITY OF TULSA, TULSA COUNTY, OKLAHOMA

**FINAL PLAT
ENDORSEMENT OF APPROVAL**

Tulsa Metropolitan Area Planning Commission

Approval Date _____

TMAPC CHAIRMAN

CITY ENGINEER

Council of the City of Tulsa, Oklahoma

CHAIR

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.

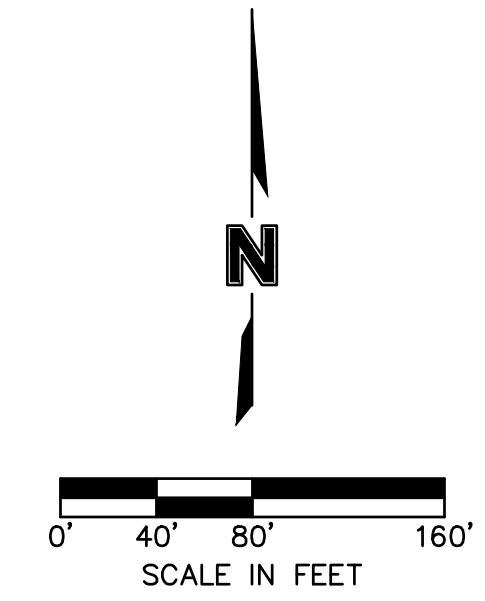
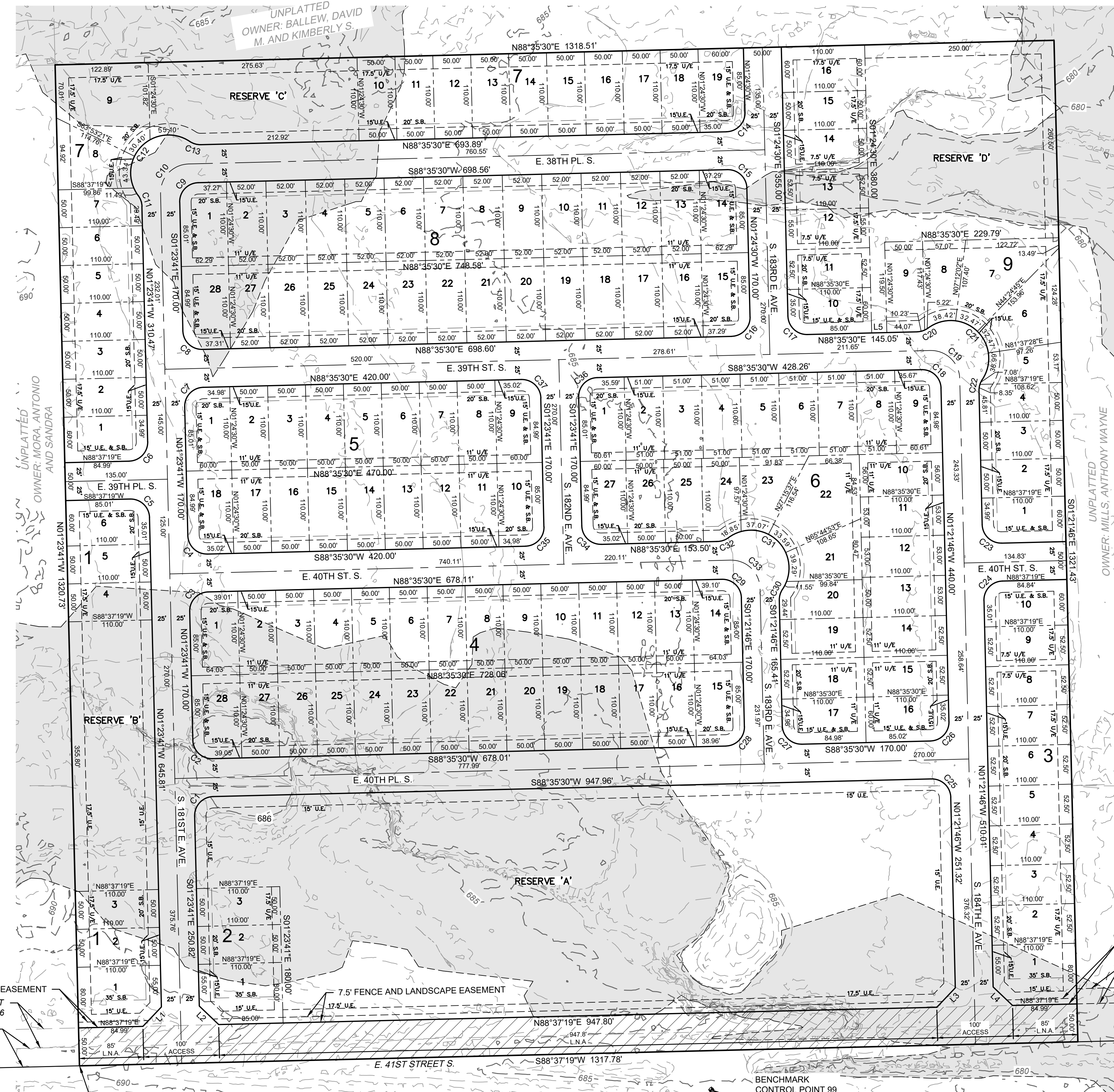
| LINE ID | DIRECTION | LENGTH (FT) |
|---------|-------------|-------------|
| L1 | N43°36'49"E | 35.35 |
| L2 | N46°23'11"W | 35.36 |
| L3 | N43°37'47"E | 35.36 |
| L4 | N46°22'13"W | 35.35 |
| L5 | N88°35'30"E | 20.00 |

PLATTED AREA
155 LOTS, 9 BLOCKS
4 RESERVE AREAS
39.98 ACRES / 1,741,371.80 SQ. FT.

CURRENT ZONING
AG (AGRICULTURAL)

PROPOSED ZONING
RS-5 (RESIDENTIAL)

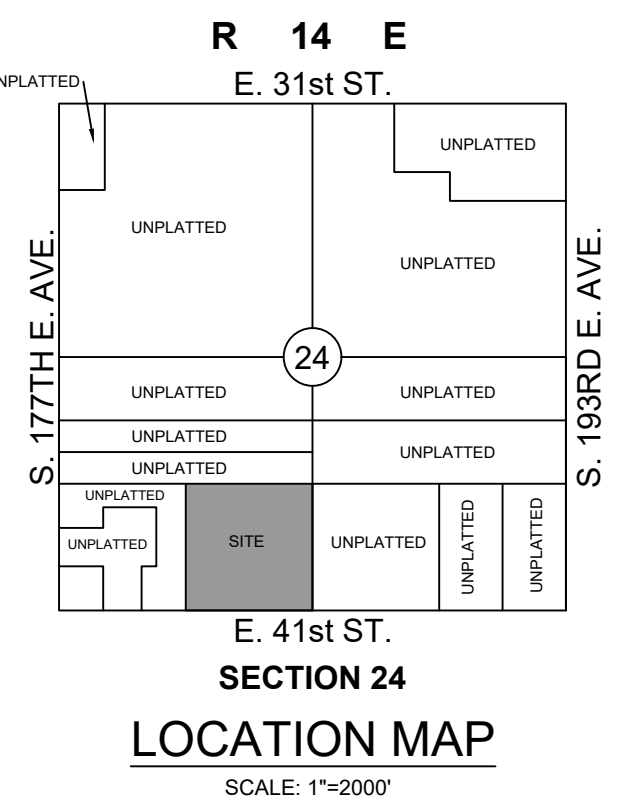
| CURVE ID | RADIUS (FT) | DELTA | LENGTH (FT) | CHORD BEARING | CHORD LENGTH (FT) |
|----------|-------------|------------|-------------|---------------|-------------------|
| C1 | 25.00 | 089°59'11" | 39.26 | N43°35'55"E | 35.35 |
| C2 | 25.00 | 090°00'49" | 39.28 | N46°24'05"W | 35.36 |
| C3 | 25.00 | 089°59'11" | 39.26 | N43°35'55"E | 35.35 |
| C4 | 25.00 | 090°00'49" | 39.28 | N46°24'05"W | 35.36 |
| C5 | 25.00 | 089°59'00" | 39.26 | N46°23'11"W | 35.35 |
| C6 | 25.00 | 090°01'00" | 39.28 | N43°36'49"E | 35.36 |
| C7 | 25.00 | 089°59'11" | 39.26 | N43°35'55"E | 35.35 |
| C8 | 25.00 | 090°00'49" | 39.28 | N46°24'05"W | 35.36 |
| C9 | 25.00 | 089°59'11" | 39.26 | N43°35'55"E | 35.35 |
| C10 | 38.00 | 089°59'11" | 59.68 | N43°35'55"E | 53.73 |
| C11 | 25.00 | 035°22'20" | 15.43 | N19°04'51"W | 15.19 |
| C12 | 50.00 | 160°48'25" | 140.33 | N43°38'12"E | 98.60 |
| C13 | 25.00 | 035°26'54" | 15.47 | S73°41'03"E | 15.22 |
| C14 | 25.00 | 090°00'00" | 39.27 | N43°35'30"E | 35.36 |
| C15 | 25.00 | 090°00'00" | 39.27 | S46°24'30"E | 35.36 |
| C16 | 25.00 | 090°00'00" | 39.27 | S43°35'30"W | 35.36 |
| C17 | 25.00 | 090°00'00" | 39.27 | S46°24'30"E | 35.36 |
| C18 | 25.00 | 090°02'44" | 39.29 | S46°23'08"E | 35.37 |
| C19 | 38.00 | 090°02'44" | 59.72 | S46°23'08"E | 53.76 |
| C20 | 25.00 | 035°24'50" | 15.45 | N70°53'05"E | 15.21 |
| C21 | 50.00 | 160°49'46" | 140.35 | S46°24'27"E | 98.60 |
| C22 | 25.00 | 035°22'12" | 15.43 | S16°19'20"W | 15.19 |
| C23 | 25.00 | 090°00'55" | 39.28 | S46°22'13"E | 35.36 |
| C24 | 25.00 | 085°44'04" | 37.41 | S41°30'16"W | 34.02 |
| C25 | 25.00 | 090°02'44" | 39.29 | N46°23'08"W | 35.37 |
| C26 | 25.00 | 089°57'16" | 39.25 | S43°36'52"W | 35.34 |
| C27 | 25.00 | 090°02'44" | 39.29 | N46°23'08"W | 35.37 |
| C28 | 25.00 | 089°57'16" | 39.25 | S43°36'52"W | 35.34 |
| C29 | 25.00 | 090°02'44" | 39.29 | S46°23'08"E | 35.37 |
| C30 | 25.00 | 035°22'12" | 15.43 | S16°19'20"W | 15.19 |
| C31 | 50.00 | 160°49'47" | 140.35 | S46°24'27"E | 98.60 |
| C32 | 25.00 | 035°24'50" | 15.45 | N70°53'05"E | 15.21 |
| C33 | 38.00 | 090°02'44" | 59.72 | N46°23'08"W | 53.76 |
| C34 | 25.00 | 090°00'49" | 39.28 | N46°24'05"W | 35.36 |
| C35 | 25.00 | 089°59'11" | 39.26 | S43°35'55"W | 35.35 |
| C36 | 25.00 | 089°59'11" | 39.26 | N43°35'55"E | 35.35 |
| C37 | 25.00 | 090°00'49" | 39.28 | N46°24'05"W | 35.36 |



OWNER:
ML LAND DEVELOPMENT, LLC
DAVID LEE, MANAGER
8092 S. YALE AVE. #31
TULSA, OK 74138
EMAIL: LEESIGNATUREPROPERTIES@YAHOO.COM

ENGINEER:
OLSSON, INC.
JASON MOHLER, PE
OK C.A. No. 2483 (PELS)
EXPIRES JUNE 30, 2027
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: JMOHLER@OLSSON.COM

SURVEYOR:
FRITZ LAND SURVEYING, LLC
ANDY FRITZ, OKPLS 1684
OK C.A. No. 5848 (PELS)
EXPIRES JUNE 30, 2026
524 E. MAIN ST.
JENKS, OK 73037
918-528-5121
EMAIL: FRITZLANDSURVEYING@GMAIL.COM



BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83)
USING N88°37'19"E AS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN AS THE BEARING FOR THIS SURVEY

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

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|-------------|-----------|------------------------------|
| 99 | 409538.572 | 2626527.584 | 686.00 | CUT BOX |
| AT1 | 409607.920 | 2625721.491 | 690.96 | SET 3/8" I.P. W/ "FRITZ" CAP |
| AT2 | 409619.070 | 2627023.668 | 679.40 | SET 3/8" I.P. W/ "FRITZ" CAP |
| AT3 | 410745.822 | 2625771.736 | 687.62 | SET 3/8" I.P. W/ "FRITZ" CAP |
| AT4 | 410910.293 | 2627004.655 | 678.54 | SET 3/8" I.P. W/ "FRITZ" CAP |
| AT5 | 410322.537 | 2626396.546 | 685.16 | SET 3/8" I.P. W/ "FRITZ" CAP |

THE LAST SURVEY SITE VISIT WAS ON OCTOBER 1, 2025.

SUBDIVISION CONTAINS
155 LOTS, 9 BLOCKS
GROSS SUBDIVISION AREA: 39.98 ACRES
DATE OF PREPARATION: 02/12/2026

LEGEND AND ABBREVIATIONS

U.E. UTILITY EASEMENT
O.D.E. OVERLAND DRAINAGE EASEMENT
S.B. SETBACK
EX. EXISTING
L.N.A. LIMITS OF NO ACCESS
ROW RIGHT OF WAY

1 BLOCK NUMBER
1 LOT NUMBER
1916 LOT ADDRESS

PROPERTY BOUNDARY LINE
PROPOSED RIGHT OF WAY
PROPOSED LOT LINE
PROPOSED EASEMENT LINE
EXISTING EASEMENT LINE

LIMITS OF TULSA REGULATORY FLOODPLAIN

RIGHT-OF-WAY DEDICATED BY PLAT

**PRELIMINARY PLAT FOR
CYPRESS VILLAS**
PART OF THE SW/4, SECTION 24, T-19-N, R-14-E, I.M.
IN CITY OF TULSA, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT ML LAND DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER SOMETIMES CALLED "OWNER" IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4), OF SECTION TWENTY-FOUR (24), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 14 EAST NORTH 88°37'19" EAST, A DISTANCE OF 1317.78 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE N01°23'41"W A DISTANCE OF 1320.73; THENCE N88°35'30"E A DISTANCE OF 1318.51 FEET; THENCE S01°21'46"E A DISTANCE OF 1321.43 FEET; THENCE S88°37'19"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) DISTANCE OF 1317.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,741,371.80 SQ. FT. OR 39.98 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, AND PLATTED AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "CYPRESS VILLAS", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, (WHENEVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "CYPRESS VILLAS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, IT'S SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS

1.0 STREETS AND UTILITY EASEMENTS

1.0.1 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 HEREBY 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.

1.1 WATER, SANITARY SEWER AND STORM SEWER SERVICE

1.1.1 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.

1.1.2 WITHIN THE UTILITY EASEMENT AREAS 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 JUDGEMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.

1.1.3 THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, IT'S AGENTS OR CONTRACTORS. THE CITY OF TULSA ASSUMES NO MAINTENANCE OF ANY PRIVATE DRAINAGE SYSTEMS.

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

1.1.5 THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

1.2 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.2.1 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.

1.3 CERTIFICATE OF OCCUPANCY RESTRICTIONS

1.3.1 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, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, 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.

1.4 UTILITY SERVICE

1.4.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE NORTHERN, WESTERN AND SOUTHERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE, ELSEWHERE THROUGHOUT THE SUBDIVISION, 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 PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

1.4.2 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 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 NONEXCLUSIVE 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.

1.4.3 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 UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.4.4 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 SERVICE 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.

1.4.5 THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS 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 HEREBY.

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 UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.5.2 THE OWNER OF ANY 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 THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR ITS AGENTS OR CONTRACTORS.

1.5.3 THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.6 WATER, SANITARY SEWER, AND STORM SEWER SERVICES

1.6.1 EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

1.6.2 WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF A WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGEMENT OF THE CITY OF TULSA, INTERFERE WITH WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWER FACILITIES, SHALL BE PROHIBITED.

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

1.6.4 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 DEDICATIONS, FOR THE PURPOSE OF INSTALLING MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

1.6.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 1.6 SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER AND OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

1.7 LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 41ST STREET SOUTH 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 COMMISSION, OR ITS SUCCESSOR, 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.

1.8 SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND CITY OF TULSA ORDINANCES. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS.

1.9 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 OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

1.10 DRAINAGE EASEMENT

1.10.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE AREA DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF MAINTAINING FLOODPLAIN FUNCTION AND STORAGE, PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE PROPERTY WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENT FOR THE USES AND PURPOSES STATED.

1.10.2 DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS.

1.10.3 NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREA UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY.

1.10.4 THE ABOVE GROUND AREA OF THE DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE 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 THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

1.11 RESERVE AREAS

1.11.1 RESERVE AREA 'A', 'B', 'C', AND 'D' IN CYPRESS VILLAS IS IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

1.11.2 NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF TULSA, OKLAHOMA.

1.12 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.12.1 THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OR DAMAGE TO LANDSCAPING OR PACING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATIN, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF TULSA, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II. HOME OWNERS ASSOCIATION

2.0 FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS:

2.0.1 THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION. THE HOA HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR CIA RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION, "CYPRESS VILLAS", AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES, AND THE SUBSEQUENT OWNERS THEREOF, SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

2.1 MEMBERSHIP

2.1.1 EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO THE AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

2.2 ASSESSMENTS

2.2.1 EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT (AND ITS AFFILIATES), BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

2.3 MAINTENANCE OF COMMON AREAS

2.3.1 THE RESERVE OR COMMON AREA OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, STORMWATER DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH OWNER SHALL BE HOA UPON CONVEYANCE OF THE RESERVE OR COMMON AREA FROM THE OWNER/DECLARANT TO THE HOA. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

2.4 LIMITATION ON LIABILITY

2.4.1 THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNERS' ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

PRELIMINARY PLAT FOR
CYPRESS VILLAS
PART OF THE SW/4, SECTION 24, T-19-N, R-14-E, I.M.
IN CITY OF TULSA, TULSA COUNTY, OKLAHOMA

SECTION III. RESTRICTIVE COVENANTS

- 3.0 NO DIVISION OF LOTS
- 3.0.1 NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.
- 3.1 RESIDENTIAL LOTS
- 3.1.1 ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY CITY REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERRECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, (INCLUDING OIL/GAS PRODUCTION), BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.
- 3.2 RESIDENTIAL PURPOSES
- 3.2.1 BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.
- 3.3 SUBMISSION OF PLANS
- 3.3.1 IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION, TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM, AND IF NOT APPROVED OR DISAPPROVED ION THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.
- 3.4 ARCHITECTURAL REQUIREMENTS
- 3.4.1 EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- 3.4.2 NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT.
- 3.4.3 ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.
- 3.5 ADDITIONS TO EXISTING STRUCTURES
- 3.5.1 ALL ADDITIONS TO THE PROPERTY SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SETBACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.
- 3.6 GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS
- 3.6.1 ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES). NO CARPORTS ARE ALLOWED ON THE SIDE, REAR, OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.
- 3.7 TEMPORARY STRUCTURES
- 3.7.1 NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERRECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.
- 3.8 FENCES
- 3.8.1 NO FENCE SHALL BE CONSTRUCTED IN THE AREA BETWEEN THE FRONT BUILDING LINE ON ANY DWELLING AND THE FRONT LOT LINE OF ANY LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE STREET SIDE SETBACK LINE EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT, PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.
- 3.9 MAILBOXES
- 3.9.1 ALL MAILBOXES SHALL BE APPROVED BY THE UNTIED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.
- 3.10 SIGNS
- 3.10.1 NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.
- 3.11 PARKED VEHICLES
- 3.11.1 ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOMEBUILDER DURING DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. ANY VIOLATIONS OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

- 3.12 APPEARANCE OF LOT
- 3.12.1 ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT (INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON) IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE LOT OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF THEIR LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CUASE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRES UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE LOT OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION III.
- 3.13 RECREATIONAL VEHICLES AND ACCESSORIES
- 3.13.1 NO BOATS, TRAILERS, RECREATIONAL VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN A PRIVATE GARAGE.
- 3.14 STORAGE AND CONSTRUCTION MATERIALS
- 3.14.1 CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLE NECESSARY.
- 3.15 GARBAGE/DUMPING/PETS
- 3.15.1 DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.
- 3.16 MODEL HOME AND CONSTRUCTION FACILITIES
- 3.16.1 MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.
- 3.17 NUISANCES
- 3.17.1 NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON, WHICH MAY BE OR MAY BECOME AN ANNOYANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.
- 3.18 DWELLING CONSTRUCTION MINIMUMS
- 3.18.1 THE MINIMUM SINGLE STORY DWELLING SIZE SHALL BE ONE THOUSAND TWO HUNDRED (1,200) SQUARE FEET CONSTRUCTED OF AT LEAST FIFTY PERCENT (50%) MASONRY.
- SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY
- 4.0 ENFORCEMENT
- 4.0.1 THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION.
- 4.1 DURATION
- 4.1.1 THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2046, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.
- 4.2 AMENDMENT OR TERMINATION
- 4.2.1 THE COVENANTS CONTAINED WITHIN SECTION I AND II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.
- EXCEPT FOR SECTIONS I AND II AS STATED ABOVE, OWNER/DECLARANT OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO PRIOR WRITTEN CONSENT FROM THE OWNER/DECLARANT IF THE HOA HAS NOT YET BEEN TURNED OVER TO THE HOMEOWNERS). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK, (PROVIDED, HOWEVER, THAT THE OWNERS MAY NOT TERMINATE THESE COVENANTS DURING THE TIME THAT DECLARANT OWNS AT LEAST ONE (1) LOT).
- 4.3 SEVERABILITY
- 4.3.1 INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHERE OF, ML LAND DEVELOPMENT, L.L.C. HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.

ML LAND DEVELOPMENT, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026, BY , MANAGER OF ML LAND DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, ANDY FRITZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF "CYPRESS VILLAS", A SUBDIVISION IN THE CITY OF TULSA, OKLAHOMA, CONSISTING OF 3 SHEETS, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF _____, 2026, AND THAT MONUMENTS SHOWN THEREON EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

ANDY FRITZ, PLS NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THE ____ DAY OF _____, 2026, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, 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.

IN WITNESS WHEREOF, I HEREUNTO SET MY OFFICIAL SIGNATURE AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY PUBLIC



City of Tulsa, OK
TULSA PLANNING
175 E 2nd Street
Tulsa, OK 74103
(918) 596-7659

Welcome

02/20/2026 02:29PM Austin C.
012711-0003

MISCELLANEOUS

TMAPC - PLANNING &
ZONING (311055)
2026 311055
1 @ \$1200.00 \$1,200.00
Payment Id: 609182

\$1,200.00

Subtotal \$1,200.00
Total \$1,200.00

Tenders
CHECK \$1,200.00
Check Number 1138

Change due \$0.00

Paid by: ML Land Development



Thank you for your payment

City of Tulsa, OK COPY
DUPLICATE RECEIPT