

THE VILLAS AT STONE CREEK ESTATES



DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS:

GIBSON & POWELL INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER," IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID SECTION 34; THENCE S89°00'29"W ALONG SAID NORTH LINE OF SECTION 34 A DISTANCE OF 1,230.37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 290.00 FEET EASTERLY OF THE NORTHEAST CORNER OF STONE CREEK ESTATES III (PLAT NO. 5996); THENCE S01°07'04"E, PARALLEL TO THE EAST LINE OF SAID STONE CREEK ESTATES III A DISTANCE OF 588.20 FEET; THENCE S28°41'37"E PARALLEL TO THE EAST LINE OF SAID STONE CREEK ESTATES III A DISTANCE OF 432.68 FEET; THENCE S01°07'32"E PARALLEL TO THE EAST LINE OF SAID STONE CREEK ESTATES III A DISTANCE OF 351.88 FEET TO A POINT ON THE NORTH LINE OF MOBILE MANOR WEST (PLAT NO. 4289); THENCE S88°57'56"W ALONG THE NORTH LINE OF SAID MOBILE MANOR WEST A DISTANCE OF 290.00 FEET TO THE NORTHWEST CORNER OF SAID MOBILE MANOR WEST, ALSO BEING A POINT ON THE EAST LINE OF STONE CREEK ESTATES III; THENCE N01°07'32"W ALONG THE EAST LINE OF STONE CREEK ESTATES III A DISTANCE OF 280.27 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SAID STONE CREEK ESTATES III N28°41'37"W A DISTANCE OF 432.70 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SAID STONE CREEK ESTATES III N01°07'04"W A DISTANCE OF 660.00 FEET TO A POINT ON THE NORTH LINE OF SECTION 34 ALSO BEING THE NORTHEAST CORNER OF SAID STONE CREEK ESTATES III; THENCE N89°00'29"E ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 290.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 398,130 S.F. (9.14 ACRES)

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 39 LOTS IN 2 BLOCKS AND 2 RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE VILLAS AT STONE CREEK ESTATES," A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE VILLAS AT STONE CREEK ESTATES").

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF

THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "THE VILLAS AT STONE CREEK ESTATES".

SECTION I. PUBLIC STREETS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS, OKLAHOMA (HEREINAFTER THE "CITY"), AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANY 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 WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY, WOULD INTERFERE WITH PUBLIC WATER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, STORM SEWER AND DRAINAGE 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 OR STORM SEWER FACILITIES.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

D. UTILITY SERVICES

1. UNDERGROUND LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED ALONG 51ST STREET ON THE NORTH PERIMETER OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2½ FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE RESPECTIVE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR 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. 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, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

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

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

E. SURFACE DRAINAGE

ALL LOTS WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE OWNER OF EACH LOT SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY.

F. RESERVE AREA 'A' - PRIVATE STREETS

OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN "THE VILLAS AT STONE CREEK ESTATES" THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS IN THE VILLAS AT STONE CREEK ESTATES, TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO AN ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER HEREIN GRANTS TO THE CITY OF SAND SPRINGS, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE OR SERVICE PROVIDER HIRED BY THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION LAWN AND/OR LANDSCAPING CONTRACTORS, WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE "A" AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF AND ITS SUCCESSOR ASSOCIATION HEREIN COVENANTS WITH THE CITY OF SAND SPRINGS, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF SAND SPRINGS, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS, OKLAHOMA, TO :

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE "A", AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:

a. SURFACING WIDTH SHALL BE NOT LESS THAN 26' MEASURED FACE OF CURB TO FACE OF CURB;

b. STREETS SHALL BE CURBED;

c. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF SAND SPRINGS, OKLAHOMA, FOR MINOR RESIDENTIAL PUBLIC STREETS;

d. THE MAXIMUM VERTICAL GRADE OF PRIVATE STREETS SHALL BE 8 PERCENT.

2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET DEPICTED WITHIN RESERVE "A" WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

3. SECURE INSPECTION BY THE CITY OF SAND SPRINGS, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF SAND SPRINGS, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF SAND SPRINGS, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE SAND SPRINGS PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

G. RESERVE AREA 'B' - STORMWATER DETENTION

1. THE OWNER/DEVELOPER HAS CONSTRUCTED A DETENTION FACILITY AND OPEN SPACE PARK UPON RESERVE "B" TO ACCOMMODATE STORMWATER DETENTION FOR "THE VILLAS AT STONE CREEK ESTATES". SAID PARK SHALL BE FOR THE SOLE USE AND ENJOYMENT OF THE LOT OWNERS WITHIN THE "THE VILLAS AT STONE CREEK ESTATES" AND THEIR INVITEES.

2. THE CITY OF SAND SPRINGS, OKLAHOMA HAS THE RIGHT TO ENFORCE THE COVENANTS IN THIS PARAGRAPH J, AND ASSURE COMPLIANCE WITH ALL CITY OF SAND SPRINGS, OKLAHOMA ORDINANCES, STANDARDS AND SPECIFICATIONS, REGARDING STORMWATER DRAINAGE EASEMENTS AND DETENTION FACILITIES. ANY PROPOSED CONSTRUCTION WITHIN THE DETENTION FACILITY/PARK SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.

3. THE ASSOCIATION OF "THE VILLAS AT STONE CREEK ESTATES" SHALL MAINTAIN RESERVE "B" IN ACCORDANCE WITH, AND AS REQUIRED BY, BUT NOT LIMITED TO, THE MAINTENANCE CRITERIA DEVELOPED FOR THIS DRAINAGE EASEMENT BY THE CITY OF SAND SPRINGS, OKLAHOMA TO PREVENT

EROSION, DEBRIS ACCUMULATION, SILTATION, AND TO INSURE ITS PROPER OPERATION FOR ITS INTENDED PURPOSE.

4. IN THE EVENT DRAINAGE/DETENTION EASEMENT AREAS SHOULD FAIL TO BE PROPERLY MAINTAINED AS ABOVE PROVIDED, THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DRAINAGE/DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID ON A PRO-RATA BASIS BY THE LOT OWNERS.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST 51ST STREET SOUTH WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

I. SCREENING WALLS AND FENCES

INTERIOR FENCING AND/OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCING ALONG 51ST STREET SOUTH SHALL BE 6' FEET IN HEIGHT AND CONSIST OF WOOD, MASONRY OR WROUGHT IRON MATERIAL OR A COMBINATION THEREOF. ALL SUCH FENCING AND GATES SHALL BE CONTAINED WITHIN A FENCE EASEMENT OR RESERVE BY THE PLAT OF "THE VILLAS AT STONE CREEK ESTATES".

SECTION II: PLANNED UNIT DEVELOPMENT RESTRICTIONS

ON APRIL 25, 2016, CASE NUMBERS SSZ-484 AND PUD-36 (THE VILLAS AT STONE CREEK ESTATES) WERE REVIEWED BY THE SAND SPRINGS CITY COUNCIL. ORDINANCE 1282 (PUD-36) WAS APPROVED. THE ORDINANCE HAS BEEN FILED WITH THE TULSA COUNTY CLERKS OFFICE.

DEVELOPMENT OF LAND

THE INTENDED USE FOR THIS PROJECT IS TO ESTABLISH AFFORDABLE SINGLE FAMILY DETACHED HOUSING WHICH SHALL BE GOVERNED BY THE SAND SPRINGS ZONING ORDINANCE AND USE AND DIMENSIONAL STANDARDS IN THE CURRENT RS-4 ZONING GUIDELINES EXCEPT AS HEREINAFTER MODIFIED:

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF SAND SPRINGS ZONING CODE WITHIN THE RS-4 DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSORY THERETO.

GROSS LAND AREA

9.14 ACRES

MINIMUM GROSS LAND AREA 6,750 SQUARE FEET
PER DWELLING UNIT: (DU)

MAXIMUM NUMBER OF DWELLING UNITS 42

MINIMUM LOT WIDTH 50 FEET

MINIMUM LOT AREA 5,500 SQUARE FEET

MINIMUM SETBACKS

FRONT YARDS 20 FEET*

REAR YARDS 20 FEET

SIDE YARDS (BOTH SIDES) 5 FEET

* MEASURED FROM THE EDGE OF RESERVE AREA 'A'

MAXIMUM BUILDING HEIGHT 48 FEET

SECTION III: 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 THEREIN.

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.

A. USE

ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES.

B. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT ON INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON COMER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IT DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

C. YARDS AND SETBACKS

1. STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY CITY OF SAND SPRINGS PLANNING COMMISSION AND CITY COUNCIL.

2. SIDE YARDS. EACH SIDE YARD SHALL NOT BE LESS THAN 5 FEET IN WIDTH.

3. REAR YARD. NO BUILDING SHALL BE ERECTED ANY CLOSER THAN 20 FEET FROM THE REAR LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

D. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. NO BUILDING, FENCE, WALL 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 GIBSON & POWELL INVESTMENTS. LLC, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE

ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. THE ARCHITECTURAL 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 ARCHITECTURAL 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 WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JANUARY, 2020, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION 3, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

E. FLOOR AREA

EACH DWELLING SHALL HAVE A MINIMUM OF 1500 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

F. GARAGES

AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED.

G. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

H. MASONRY

A MINIMUM OF 25% OF THE EXTERIOR SURFACE OF FIRST STORY EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, STONE OR STUCCO, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THIS RESTRICTION.

I. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

J. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN 20% OF THE AREA COVERED BY ALL ROOF SURFACES.

K. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES AND WEATHERED WOOD IN COLOR.

L. ON-SITE CONSTRUCTION

NO RESIDENCE BUILT OFF-SITE SHALL BE MOVED OR PLACED ONTO ANY LOT.

M. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED.

N. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. PERIMETER FENCING & SUBDIVISION SIGNAGE.

THE OWNER/DEVELOPER HEREIN RESERVES AN EXCLUSIVE PERPETUAL EASEMENT (WHICH MAY BE SUBSEQUENTLY ASSIGNED AND CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION 3) TO ERECT AND MAINTAIN SUBDIVISION SIGNAGE, FENCING, WALLS, AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO 51ST STREET.

P. FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE, PROVIDED HOWEVER, ON COMER LOTS FENCING MAY EXTEND TO WITHIN 24 1/2 FEET FROM THE CURB OF THE STREET FORMING THE SIDE YARD BOUNDARY OF THE LOT (NO LESS THAN 12 1/2 FEET FROM THE STREET RIGHT-OF-WAY). FENCES SHALL BE OF WOOD, BRICK, STUCCO OR STONE. CHAIN LINK, BARBED WIRE, MESHED AND OTHER METAL FENCING ARE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT.

Q. ANTENNAS

EXTERIOR TELEVISION. "CB" RADIO OR OTHER TYPE ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

R. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. THE FOREGOING RESTRICTION SHALL NOT PROHIBIT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH STORING DEVICES.

U. MAILBOXES

AS LONG AS MAIL SERVICE IN STONE CREEK ESTATES III IS CURBSIDE, MAILBOXES SHALL BE METAL, INCLUDE PEDESTALS AND BE OF A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 44 1/2 INCHES FROM STREET LEVEL.

V. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS 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 INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION OR THE CITY 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, HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 30 YEARS FROM AND AFTER THE DATE THIS DEED OF DEDICATION IS FILED FOR RECORD AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER UNTIL TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE THEN OWNER OF THE LOT(S) AFFECTED THEREBY AND WITH THE APPROVAL OF THE CITY.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: GIBSON & POWELL INVESTMENTS, LLC, HAS EXECUTED THIS INSTRUMENT
THIS 1ST DAY OF MAY, 2019.

GIBSON & POWELL INVESTMENTS, LLC.

BY: _____

TOBY POWELL, MANAGER

STATE OF OKLAHOMA)

)SS

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF MAY, 2019, BY TOBY POWELL,
MANAGER OF GIBSON & POWELL INVESTMENTS, LLC.

NOTARY PUBLIC

MY COMMISSION EXPIRES: NOVEMBER 20, 2019

COMMISSION NO. 11010522

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, OF AAB ENGINEERING, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS THE "THE VILLAS AT STONE CREEK ESTATES", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS

ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JAY P. BISSELL, PLS

REGISTERED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO. 1318

STATE OF OKLAHOMA)

)SS

COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 1ST DAY OF MAY, 2019, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: NOVEMBER 20, 2019

COMMISSION NUMBER: 11010522