



Tulsa County Clerk - Michael Willis
Doc # 5895 Page(s) 3
05/10/2019 11:44:30 AM
Receipt # 19-24891
Fee: \$ 30.00

Rivercrest

A RESUBDIVISION OF A PORTION OF THE VACATED ARMS ESTATES A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST.

OWNERS RIVERCREST DEVELOPMENT, LLC

13602 W. 51ST STREET
SAND SPRINGS, OK 74063
PHONE: 918.241.4363
ATTN: JASON SHIPMAN

SAND SPRINGS MASONIC LODGE #475 A.F. & A.M.

3201 S. 113TH WEST AVE.
SAND SPRINGS, OK 74063
PHONE: 918.245.4688

ENGINEER/SURVEYOR AAB ENGINEERING LLC

CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136

SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM

STATE OF OKLAHOMA } SS

COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of the instrument now on file in my office.

Dated the 10th day of May, 2019

MICHAEL WILLIS, Tulsa County Clerk
Morgan Daulton, Deputy

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$1,453.00 per trust receipt no. 15816 to be applied to 2019 taxes. This certificate is NOT to be construed as payment of 2019 taxes but is given in order that this plat may be recorded. 2019 taxes may exceed the amount of the security deposit.

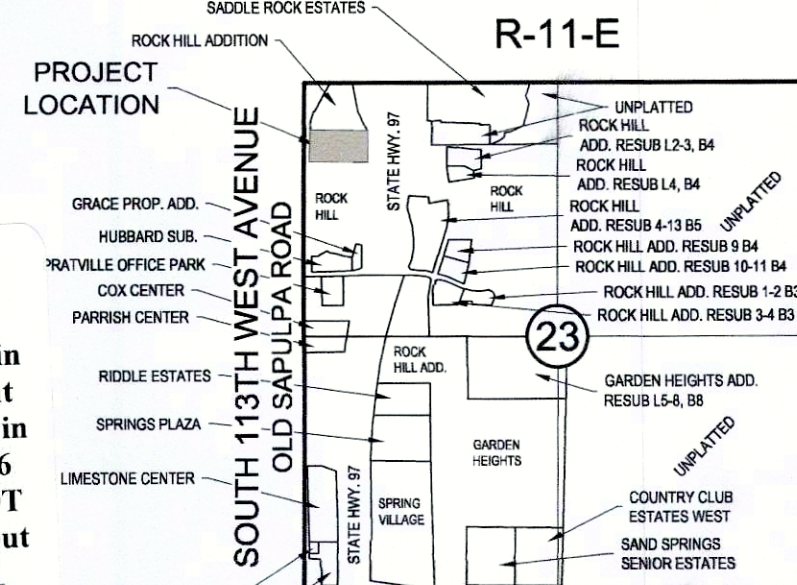
Dated: 05/10/2019

Dennis Semler

Tulsa County Treasurer

By: *Carol M. M...*

Deputy



EAST 41ST STREET

LOCATION MAP

SCALE: 1"=2000'

SUBDIVISION STATISTICS

BLOCK 1.....	1.54 ACRES - 7 LOTS
BLOCK 2.....	1.89 ACRES - 7 LOTS
RESERVE A.....	0.26 ACRES
RESERVE B.....	0.15 ACRES
STREET R.O.W.....	0.98 ACRES
TOTAL.....	4.82 ACRES - 14 LOTS

LEGEND

B/L.....	BUILDING LINE
POB.....	POINT OF BEGINNING
POC.....	POINT OF COMMENCEMENT
ROW.....	RIGHT OF WAY
U/E.....	UTILITY EASEMENT
F/L/E.....	FENCE & LANDSCAPE EASEMENT
BK.....	BOOK
PG.....	PAGE
IPF.....	IRON PIN FOUND
IPS.....	IRON PIN SET
XX.....	STREET ADDRESS

FLOODPLAIN

ALL OF THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED) (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FIRM PANEL "40143C0326L" DATED OCTOBER 16, 2012.

SUBDIVISION DATA

BENCHMARK

5/8" REBAR- 1 1/2" ALUMINUM CAP- FLUSH- STAMPED "438", SET IN THE CENTER MEDIAN OF HWY 97, APPROX. 100' NORTH OF THE INTERSECTION OF HWY. 97 AND OLD HWY. 51.

ELEV=703.14' (NAVD 1988)

BASIS OF BEARINGS

GRID BEARINGS OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH

MONUMENTATION

A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA 6318" TO BE SET AT ALL LOT CORNERS, 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 EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

FINAL PLAT CERTIFICATION OF APPROVAL

I hereby certify that this plat was approved by the Sand Springs Planning Commission on the

14th day of May, 2018

Paul Shultz
Chairperson

I hereby certify that this plat was approved by the Sand Springs City Council on the

21st day of May, 2018

Mike Burdge
Mayor

This approval is void if the above signatures are not endorsed by the City Manager or City Engineer.

Elizabeth May
City Manager or City Engineer



RIVERCREST

Sheet 1 of 3

Rivercrest

A RESUBDIVISION OF A PORTION OF THE VACATED ARMS ESTATES A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST.

OWNERS RIVERCREST DEVELOPMENT, LLC

13602 W. 51ST STREET
SAND SPRINGS, OK 74063
PHONE: 918.241.4363
ATTN: JASON SHIPMAN

SAND SPRINGS MASONIC LODGE #475 A.F. & A.M.

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FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS OF RIVERCREST

KNOW ALL BY THESE PRESENTS:

RIVERCREST DEVELOPMENT, LLC, AND SAND SPRINGS MASONIC LODGE #475, A.F. & A.M. HEREINAFTER REFERRED TO AS THE "OWNERS" ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING A RESUBDIVISION OF THE VACATED ARMS ESTATES, A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 11 EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 00°00'46" WEST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 486.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°57'06" EAST ALONG THE SOUTH LINE OF ROCK HILL RESUB IN BLOCKS 7 & 8, A DISTANCE OF 617.47 FEET; THENCE SOUTH 00°38'00" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 88°57'06" EAST A DISTANCE OF 30.77 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 97; THENCE SOUTH 01°39'39" EAST A DISTANCE OF 0.0 FEET TO A POINT OF CURVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF STATE HIGHWAY 97 ON A CURVE TO THE RIGHT WITH A RADIUS OF 14,158.95 FEET, HAVING A CENTRAL ANGLE OF 01°08'50", A CHORD BEARING AND DISTANCE OF SOUTH 01°05'14" EAST A DISTANCE OF 283.50 FEET, FOR AN ARC LENGTH OF 283.50 FEET TO A POINT ON THE NORTH LINE OF BLOCK 9 ROCK HILL; THENCE SOUTH 88°53'14" WEST ALONG SAID NORTH LINE OF BLOCK 9 ROCK HILL A DISTANCE OF 654.15 FEET; THENCE NORTH 00°00'46" EAST A DISTANCE OF 324.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 209.756 S.F. OR 4.82 ACRES MORE OR LESS.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 14 LOTS IN 2 BLOCKS AND 2 RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAVE DESIGNATED THE SUBDIVISION AS "RIVERCREST," A SUBDIVISION IN TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "RIVERCREST").

THE OWNERS DO HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREE 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 "RIVERCREST".

SECTION I. PUBLIC STREETS AND UTILITIES

1. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNERS HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNERS FURTHER DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UIE" 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 OWNERS RESERVE 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 RELAYING 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 OWNERS HEREIN IMPOSE 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.

2. WATER AND STORM SEWER SERVICE

- 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.
- 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.
- 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.
- 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.

- 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.

3. 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.

4. UTILITY SERVICES

- UNDERGROUND LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS 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 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 UTILITY EASEMENTS.
- 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.
- 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.
- 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.
- 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.

5. 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.

6. FENCE & LANDSCAPE EASEMENT

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "FLE".

SECTION II. RESERVES

THE FOLLOWING RESTRICTIONS SHALL APPLY TO ALL LOTS WITHIN THE SUBDIVISION EXCEPT LOTS 1 AND 2 OF BLOCK 2.

1. GENERAL

ALL RESERVES DEPICTED UPON THE PLAT ARE HEREBY SET ASIDE AND RESERVED FOR SUBSEQUENT CONVEYANCE TO THE RIVERCREST HOMEOWNERS' ASSOCIATION FOR MAINTENANCE THEREOF. THERE IS HEREBY ESTABLISHED AND GRANTED AN EASEMENT OVER, UPON AND ACROSS SAID RESERVES FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF LOTS IN THIS SUBDIVISION OR MEMBERS OF THE HOMEOWNERS ASSOCIATION. THEIR TENANTS AND GUESTS AND INVITEES SUBJECT ONLY TO THE RIGHT OF REASONABLE USE THEREOF FOR THEIR RESPECTIVE NORMAL AND CUSTOMARY PURPOSES BY:

- LAW ENFORCEMENT AGENCIES OF THE CITY OF SAND SPRINGS, COUNTY OF TULSA, THE STATE OF OKLAHOMA, AND ITS POLITICAL SUBDIVISIONS;
- EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL PUBLIC AND PRIVATE UTILITY COMPANIES (AEP/PSO, AT&T, ONG, COX COMMUNICATIONS, ETC.) PROVIDING A PUBLIC OR PRIVATE UTILITY SERVICE TO, FROM OR WITHIN THE SUBDIVISION OR OWNING OR OPERATING PUBLIC OR PRIVATE UTILITY FACILITIES LOCATED WITHIN THE ADDITION;

- THE CITY OF SAND SPRINGS, ALL OTHER AGENCIES OF THE COUNTY OF TULSA, THE STATE OF OKLAHOMA, AND ITS POLITICAL SUBDIVISIONS, THE UNITED STATES OF AMERICA OR HOLDERS OF PREVIOUSLY EXISTING EASEMENTS BURDENING SAID RESERVES AND FOR THE USE THEREOF AS NECESSARY OR INCIDENTAL TO THE PERFORMANCE OR FUNCTION OF SUCH ENTITIES DUTIES.

2. RESERVE 'A' (STORMWATER DETENTION EASEMENT)

- THE OWNERS DO HEREBY DEDICATE TO THE HOMEOWNERS' ASSOCIATION PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "RESERVE A" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE 'A' SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE 'A' NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- LANDSCAPING, APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA, SHALL BE ALLOWED WITHIN THE RESERVE 'A'.
- OWNERS FURTHER DEDICATE RESERVE 'A' AS A UTILITY EASEMENT FOR THE PURPOSES SET OUT IN SECTION I. 1.
- IN THE EVENT THE OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNERS. IN THE EVENT THE OWNERS FAIL TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF SAND SPRINGS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF SAND SPRINGS, OKLAHOMA.

3. RESERVE 'B'

- THE OWNERS DO HEREBY DEDICATE TO THE HOMEOWNERS' ASSOCIATION PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "RESERVE B" FOR THE PURPOSES OF PROVIDING VEHICULAR ACCESS TO CITY INFRASTRUCTURE AND EMERGENCY VEHICLE TURN AROUND.
- PAVING WITHIN THE RESERVE 'B' SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE 'B' NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
- PAVING SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED FUNCTIONS INCLUDING REPAIR AS NECESSARY.
- OWNERS FURTHER DEDICATE RESERVE 'B' AS A UTILITY EASEMENT FOR THE PURPOSES SET OUT IN SECTION I. 1.
- IN THE EVENT THE OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNERS. IN THE EVENT THE OWNERS FAIL TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF SAND SPRINGS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF SAND SPRINGS, OKLAHOMA.

SECTION III. DEVELOPMENT AND CONSTRUCTION STANDARDS

THE FOLLOWING RESTRICTIONS SHALL APPLY TO ALL LOTS WITHIN THE SUBDIVISION EXCEPT LOTS 1 AND 2 OF BLOCK 2.

1. ARCHITECTURAL COMMITTEE:

A. COMPOSITION OF COMMITTEE

AN ARCHITECTURAL COMMITTEE COMPOSED OF THE OWNERS IS HEREBY FORMED (THE "ARCHITECTURAL COMMITTEE") TO REVIEW AND APPROVE ANY STRUCTURE BUILT WITHIN RIVERCREST, TO INTERPRET THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN, AND TO PERFORM ANY OTHER DUTIES ASSIGNED TO IT HEREIN. THE OWNERS MAY APPOINT AN ADDITIONAL MEMBER OR MEMBERS AND/OR DELEGATE ITS DUTIES IN WHOLE OR IN PART TO OTHER MEMBERS OR THE RIVERCREST HOMEOWNERS ASSOCIATION. AT SUCH TIME AS THE OWNERS AND THEIR APPOINTEES, IF ANY, ARE NO LONGER SERVING AS MEMBERS OF THE ARCHITECTURAL COMMITTEE, THE THEN OWNERS OF A MAJORITY OF THE LAND AREA WITHIN RIVERCREST SHALL DESIGNATE 3 (THREE) OWNERS OF PROPERTY WITHIN RIVERCREST TO SERVE AS THE ARCHITECTURAL COMMITTEE, AND THEREAFTER, IF ANY MEMBER OF THE ARCHITECTURAL COMMITTEE SHALL RESIGN OR DIE, HE OR SHE SHALL BE REPLACED BY ANOTHER OWNER OF PROPERTY WITHIN RIVERCREST DESIGNATED BY THE THEN OWNERS OF A MAJORITY OF THE LAND AREA WITHIN RIVERCREST.

B. APPROVAL OF PLANS

NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY PROPERTY WITHIN RIVERCREST UNTIL THE BUILDING PLANS AND SPECIFICATIONS THEREFOR, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN RIVERCREST 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 WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE HAS GRANTED THE WAIVER UNDER THE PROCEDURES SET FORTH HEREIN. NOTHING HEREIN CONTAINED SHALL ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN RIVERCREST FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN RIVERCREST WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

2. FLOOR AREA:

ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. ALL HOMES SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF LIVING AREA FOR ONE-STORY HOMES AND SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF LIVING AREA FOR ONE-AND-A-HALF STORY AND TWO STORY HOMES, WITH A MINIMUM OF 1,600 SQUARE FEET ON THE FIRST FLOOR. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES AND BREEZEWAYS.

3. GARAGES:

A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO (2) AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND ATTACHED. CARPORTS ARE NOT PERMITTED.

4. ROOFS:

- ROOFING ON ALL RESIDENCES SHALL BE WOOD GRAINED COMPOSITION SHINGLES WITH 30 YR RATING OR MORE, IN A SIMULATED "WEATHERED WOOD" OR "THUNDER GREY" COLOR OR SIMILAR. METAL ROOF ACCENTS SHALL BE PERMITTED IF APPROVED BY THE ARCHITECTURAL COMMITTEE
- RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 10/12 FOR SINGLE STORY AND 8/12 FOR ONE-AND-A-HALF STORY AND TWO STORY HOMES, EXCLUDING COVERED PORCHES;
- ALL ROOF VENTS SHALL BE PAINTED TO BLEND WITH THE ROOF MATERIAL; AND
- THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE APPROVE A WAIVER OF THE FOREGOING REQUIREMENTS.

5. ON-SITE CONSTRUCTION:

NO PREEXISTING OR OFF-SITE BUILT RESIDENCE, BUILDING AND/OR METAL BUILDING MAY BE MOVED ONTO ANY LOT.

6. OUTBUILDINGS:

NO OUTBUILDING OR OTHER PERMANENT STRUCTURE OR IMPROVEMENT SHALL BE BUILT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. SAID BUILDINGS OR IMPROVEMENTS, IF APPROVED, SHALL BE BUILT ON SITE AND SHALL MATCH THE ARCHITECTURAL SCHEME OF THE RESIDENCE WITH A MAXIMUM SIZE OF 400 SQ. FT.

7. FENCES:

- NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF ANY RESIDENCE.
- ONLY PRIVACY FENCES CONSTRUCTED AS CAP AND RAIL WITH STEEL POSTS SHALL BE PERMITTED WITH A MAXIMUM HEIGHT OF 6'. NO OTHER PRIVACY FENCES SHALL BE BUILT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. STANDARD CHAIN LINK, BARBED WIRE, MESH OR OTHER METAL FENCE SHALL NOT BE ALLOWED.
- FENCES OR OTHER OBSTRUCTIONS SHALL NOT IMPAIR THE FLOW OF STORM OR SURFACE WATER ACROSS A LOT.

8. LANDSCAPING:

LANDSCAPING IN FRONT OF HOUSE IS REQUIRED, ALONG WITH EACH FRONT YARD HAVING AT LEAST ONE 2" CALIPER TREE.

9. GRADING:

EACH LOT SHALL BE FINISH GRADED SO THAT IT WILL DRAIN IN AN UNOBSTRUCTED MANNER AND RESIST EROSION ONTO ADJACENT LOT(S).

10. EXTERIOR FINISH:

100% EXTERIOR MASONRY COVERAGE ON FRONT AND SIDES OF HOUSE (EXCLUDING WINDOWS, DOORS AND COVERED FRONT PORCHES) SHALL BE REQUIRED (BRICK, NATURAL ROCK OR STUCCO) FROM THE BRICK LEDGE TO 9' HIGH. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION, WHERE A SPECIFIC ARCHITECTURAL DESIGN CONFLICTS WITH THE MASONRY STANDARD. NO STEEL, ALUMINUM OR PLASTIC (VINYL) SIDING SHALL BE PERMITTED ON ANY BUILDING. NO VIVID OR BRIGHT EXTERIOR COLORS WILL BE ALLOWED, SUCH AS TURQUOISE, YELLOW, PINK, ORANGE AND GREEN.

11. ABOVE-GROUND SWIMMING POOLS:

ABOVE-GROUND SWIMMING POOLS SHALL NOT BE ALLOWED. ANY IN-GROUND SWIMMING POOLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

Rivercrest

A RESUBDIVISION OF A PORTION OF THE VACATED ARMS ESTATES A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST.

OWNERS RIVERCREST DEVELOPMENT, LLC

13602 W. 51ST STREET
SAND SPRINGS, OK 74063
PHONE: 918.241.4363
ATTN: JASON SHIPMAN

SAND SPRINGS MASONIC LODGE #475 A.F. & A.M.

3201 S. 113TH WEST AVE.
SAND SPRINGS, OK 74063
PHONE: 918.245.4688

ENGINEER/SURVEYOR AAB ENGINEERING LLC

CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

12. EXTERIOR ELECTRONIC RECEPTION AND TRANSMITTING:

OUTSIDE ELECTRONIC SATELLITE DEVICES MUST BE INSTALLED ON THE HOUSE, SHIELDED FROM VIEW OF THE ADJACENT OWNERS. EXCEPTIONS MAY BE CONSIDERED BY THE ARCHITECTURAL COMMITTEE. SATELLITE DISHES SHALL NOT EXCEED 18 INCHES IN DIAMETER, BE PERMITTED IN FRONT YARDS, OR ON THE FRONT OF ANY HOUSE. NO RADIO OR TELEVISION TOWERS, AERIAL OR ANTENNA SHALL BE LOCATED ON ANY RESIDENTIAL LOT.

13. SIGHT OBSTRUCTIONS:

NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS TWO FEET (2') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING AT POINTS TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINES LIMITATION SHALL APPLY ON ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY. TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION PROVIDED THE FOLIAGE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

14. BOATS, TRAILERS, VEHICLES AND EQUIPMENT:

BOATS, OPEN OR ENCLOSED TRAILERS, CAMPERS, INOPERATIVE VEHICLES AND OTHER LARGE VEHICLES OR EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS IF IT IS WITHIN VIEW FROM THE STREET OR OF ADJACENT LOT OWNERS.

15. CLOTHESLINE:

NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT. GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM VIEW.

16. MAILBOX:

THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY ONE FOOT (1') BEHIND THE EDGE OF ASPHALT AND SIX FEET (6') FROM THE INSIDE EDGE OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE BOTTOM OF THE MAIL RECEPTACLE SHALL BE THIRTY-EIGHT INCHES (38") FROM STREET LEVEL. THE MAILBOX SHALL BE 100% MASONRY AND SHALL MATCH THE ARCHITECTURE OF THE RESIDENCE AND MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

17. SETBACKS:

NO BUILDING SHALL BE LOCATED BEYOND THE MINIMUM FRONT BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED BEYOND THE MINIMUM REAR BUILDING SETBACK LINE OF SEVENTEEN FEET 6 INCHES (17' 6"). NO BUILDING SHALL BE LOCATED BEYOND THE MINIMUM SIDE BUILDING SETBACK LINES OF FIVE FEET (5') ON EACH SIDE. NO BUILDING CAN BE SITUATED IN ANY EASEMENTS OR FLOOD PLAINS.

18. ANIMALS:

NO ANIMALS MAY BE KEPT OR PERMITTED ON ANY LOT WITH THE EXCEPTION OF DOGS, CATS AND OTHER ANIMALS WHICH ARE OF THE NORMAL AND CUSTOMARY HOUSEHOLD VARIETY (INCLUDING BIRDS) AND WHICH DO NOT MAKE OBJECTIONABLE NOISE OR CONSTITUTE A NUISANCE OR INCONVENIENCE TO OWNERS OF OTHER LOTS NEARBY. NO COMMERCIAL BREEDING OR DEALING IN DOGS, CATS OR ANY OTHER ANIMALS WILL BE PERMITTED ON OR FROM ANY LOT. NO MORE THAN FOUR (4) DOGS, CATS OR A COMBINATION OF DOGS AND CATS MAY BE KEPT OR PERMITTED ON ANY LOT.

19. WAIVER:

UPON WRITTEN REQUEST OF A PROPERTY WITHIN RIVERCREST SETTING FORTH THE REASONS FOR THE REQUEST, THE ARCHITECTURAL COMMITTEE MAY IN A PARTICULAR INSTANCE GRANT A WAIVER OF THE RESTRICTIONS SET FORTH IN SECTION III UPON ITS REASONABLE DETERMINATION THAT THE PROPOSED WAIVER WILL NOT DETRACT FROM THE VALUE, DESIRABILITY OR ATTRACTIVENESS OF RIVERCREST. IF A WAIVER IS GRANTED, NO VIOLATION OF THE COVENANTS OR RESTRICTIONS CONTAINED IN THIS SECTION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE WAIVER WAS GRANTED. THE GRANTING OF A WAIVER SHALL NOT OPERATE TO WAIVE ANY OF THE TERMS HEREOF EXCEPT AS TO THE PARTICULAR PROPERTY FOR WHICH THE WAIVER WAS GRANTED AND IN THAT PARTICULAR INSTANCE, NOR SHALL IT ESTABLISH RIGHTS IN ANY OTHER OWNER TO A SIMILAR WAIVER.

20. NO PRESUMPTIVE WAIVER; INTERPRETATION OF COVENANTS:

THE FAILURE OF THE OWNER, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY RESTRICTION OR COVENANT, OR CONDITIONS AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE AS WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS OR COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN RIVERCREST AND THE OVERALL APPEARANCE OF RIVERCREST SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

SECTION IV. HOMEOWNERS' ASSOCIATION

THE FOLLOWING RESTRICTIONS SHALL APPLY TO ALL LOTS WITHIN THE SUBDIVISION EXCEPT LOTS 1 AND 2 OF BLOCK 2.

1. FORMATION OF HOMEOWNERS' ASSOCIATION:

THE OWNERS HAVE FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION LOTS WITHIN RIVERCREST (THE "RIVERCREST HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVES DEPICTED UPON THE ACCOMPANYING PLAT AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF RIVERCREST.

2. MEMBERSHIP:

EVERY PERSON OR ENTITY, SAVE AND EXCLUDING THE OWNERS, WHO ARE RECORD OWNERS OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE RIVERCREST HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNER'S ASSOCIATION AS OF THE DATE OF INCORPORATION BY THE OWNERS, OR AS THE DATE OF RECORDING THE DEED, WHICHEVER OCCURS LAST. AT ANY TIME AFTER INCORPORATION, THE OWNERS MAY TRANSFER THE RESPONSIBILITIES AND CONTROL OF THE COMMON AREAS AND RESERVES OF RIVERCREST TO THE RIVERCREST HOMEOWNERS' ASSOCIATION. UPON SUCH TRANSFER OF CONTROL THE RIVERCREST HOMEOWNERS' ASSOCIATION SHALL HAVE ALL THE BENEFITS, RIGHTS, RESPONSIBILITIES OF THE RIVERCREST HOMEOWNER'S ASSOCIATION AS DESCRIBED IN SECTION IV; PROVIDED, HOWEVER, THE ARCHITECTURAL COMMITTEE SHALL REMAIN IN THE EXCLUSIVE CONTROL OF THE OWNER/BUILDER UNTIL IT IS TRANSFERRED TO THE RIVERCREST HOMEOWNERS' ASSOCIATION AS PROVIDED IN SECTION III(1). IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNERS INTO THE GEOGRAPHIC JURISDICTION OF THE RIVERCREST HOMEOWNERS' ASSOCIATION.

3. COVENANT FOR ASSESSMENT:

THE OWNERS AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE RIVERCREST HOMEOWNER'S ASSOCIATION AN ANNUAL ASSESSMENT, WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTERESTS INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE HOMEOWNER'S ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

4. SPECIAL ASSESSMENTS:

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE RIVERCREST HOMEOWNER'S ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATELY BY THE BOARD OF DIRECTORS SUBJECT TO THE ITEMS OF AND AS MORE PARTICULARLY PROVIDED IN THE RIVERCREST HOMEOWNER'S ASSOCIATION'S BYLAWS.

5. ENFORCEMENT RIGHTS OF THE ASSOCIATION:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE RIVERCREST HOMEOWNER'S ASSOCIATION MAY HAVE, THE HOMEOWNER'S ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS AND ASSIGNS. IF THE OWNERS OR THEIR SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS CONTAINED IN SECTION III, IT SHALL BE LAWFUL FOR THE PERSON OR ENTITY WITH ENFORCEMENT RIGHTS HEREUNDER, 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 OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS HEREOF, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

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 CERTIFICATE OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

3. AMENDMENT

THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN THIS DECLARATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS DURING SUCH PERIOD THAT THE OWNERS ARE THE RECORD OWNERS OF ANY PROPERTY WITHIN RIVERCREST, OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LAND AREA WITHIN RIVERCREST. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS (DURING ITS OWNERSHIP OF ANY PROPERTY WITHIN RIVERCREST) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LAND AREA WITHIN RIVERCREST, THE INSTRUMENT EXECUTED BY THE OWNERS SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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, JASON SHIPMAN HAS CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS 9TH DAY OF APRIL, 2019.

RIVERCREST DEVELOPMENT, LLC

BY: Jason Shipman
JASON SHIPMAN, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 9TH DAY OF APRIL, 2019, BY JASON SHIPMAN, AS MANAGER OF RIVERCREST DEVELOPMENT, LLC.

NOTARY PUBLIC

MY COMMISSION NUMBER: 11010522
MY COMMISSION EXPIRES: NOVEMBER 20, 2019

IN WITNESS WHEREOF, SAND SPRINGS MASONIC LODGE #475, A.F. & A.M. HAS CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS 1ST DAY OF JUNE, 2018.

BY: Donnie E. January Jr. WORSHIPFUL MASTER
Charles Ford SENIOR WARDEN
Charles Ford JUNIOR WARDEN

TRUSTEES OF THE SAND SPRINGS MASONIC LODGE #475, A.F. & A.M.,

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9TH DAY OF APRIL, 2019, BY Donnie E. January Jr. WORSHIPFUL MASTER, Kenneth D. Fry SENIOR WARDEN AND Charles Ford JUNIOR WARDEN, ALL AS TRUSTEES OF THE SAND SPRINGS MASONIC LODGE #475, A.F. & A.M.,

NOTARY PUBLIC

MY COMMISSION NUMBER: 19002617
MY COMMISSION EXPIRES: 3-13-2023

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, OF AAB ENGINEERING, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE REAL ESTATE AND PREMISES DESIGNATED AS "RIVERCREST", LOCATED 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 ENGINEER AND LAND SURVEYORS.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9TH DAY OF APRIL, 2019.

J. P. Bisell 4-09-2019
JAY P. BISSELL, PLS
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 9TH DAY OF APRIL, 2019, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS THE MAKER THEREOF 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 PURPOSES SET FORTH THEREIN. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION NUMBER: 11010522
MY COMMISSION EXPIRES: NOVEMBER 20, 2019