

RESERVE AT SOUTHFIELD

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Robin Slack - Osage County Clerk

State of OK

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

FOR THE PURPOSE OF PROVIDING ADEQUATE RESTRICTIVE COVENANTS FOR THE MUTUAL BENEFIT OF OURSELVES AND SUCCESSORS IN TITLE TO THE TRACTS HEREINAFTER DESCRIBED, WE DO HEREBY IMPOSE THE FOLLOWING RESTRICTIVE COVENANTS AND RESERVATIONS, THAT SHALL BE INCUMBENT UPON ALL TRANSFERREES, GRANTEES, AND SUCCESSORS IN TITLE OR INTEREST IN AND TO ANY OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

BLUE BULL CAPITAL LLC, ("OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-EIGHT (28), T-22-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, OSAGE COUNTY, STATE OF OKLAHOMA ("RESERVE AT SOUTHFIELD") BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-EIGHT (28), CITYSHIP TWENTY-TWO (22) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE/4 OF SAID SECTION 28;
THENCE SOUTH 00°51'35" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 1307.86 FEET TO THE SOUTH-WEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4 NE/4) OF SAID SECTION 28; THENCE NORTH 88°42'07" EAST ALONG THE SOUTH LINE THEREOF 994.79 FEET; THENCE NORTH 00°49'12" WEST 257.39 FEET; THENCE NORTH 88°33'12" EAST A DISTANCE OF 215.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°33'12" EAST A DISTANCE OF 307.18 FEET TO THE WEST LINE OF SOUTHFIELD, PLAT NO. 152; THENCE SOUTH 00°45'13" EAST A DISTANCE OF 770.07 FEET TO THE NORTH LINE OF LOT FIVE (5), BLOCK TWO (2), ORCHARD ESTATES, RECORDED IN BOOK 1006 AT PAGE 287; THENCE SOUTH 88°39'51" WEST ALONG THE NORTH LINE OF LOTS 5 AND 6 OF SAID BLOCK 2, ORCHARD ESTATES A DISTANCE OF 122.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 00°43'13" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 108.97 FEET; THENCE SOUTH 88°39'51" WEST 184.20 FEET; THENCE NORTH 00°45'13" WEST A DISTANCE OF 876.45 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 256,149.8 SQ. FEET OR 5.88 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

SECTION I: EASEMENTS, AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY 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, SANITARY SEWERS, TELEPHONE, FIBER OPTIC, AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH FUTURE LOT OWNER AND SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, BROADBAND, AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTH, SOUTH, AND WEST SIDE PERIMETER BOUNDARIES OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION WILL BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER(S) OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER(S) OF ELECTRIC, TELEPHONE, BROADBAND, AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE, BROADBAND, OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER(S) OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, BROADBAND, AND/OR CABLE TELEVISION FACILITIES. THE SUPPLIER(S) OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANT SET FORTH IN THE PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER(S) OF THE ELECTRIC, TELEPHONE, BROADBAND, OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF SKIATOOK, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF SKIATOOK, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF SKIATOOK, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER/DEVELOPER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OR SUCH STRUCTURE AS MAY BE LOCATED UP ON THE LOTS, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. LIMITS OF NO ACCESS

RESERVED.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

SECTION II: RESERVE AREAS

RESERVE AREAS, AREAS DESIGNATED ON THE PLAT AS RESERVE AREAS ARE HEREBY RETAINED BY THE OWNER/DEVELOPER FOR POSSIBLE LATER CONVEYANCE, AT THE OWNER/DEVELOPER'S SOLE DISCRETION, TO THE ASSOCIATION OR OTHER THIRD PARTY FOR THE PURPOSE OF PRIVATE STREETS, PROVIDING GREEN AREAS, AND MUTUAL ACCESS.

1. RESERVE AREA "A" - PRIVATE STREETS

ALL STREETS WITHIN THE SUBDIVISION, ARE BY GRANT OF THE OWNER/DEVELOPER DESIGNATED AS PRIVATE STREETS AND SHOWN AS RESERVE "A" ON THE ACCOMPANYING PLAT) FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN RESERVE AT SOUTHFIELD, ALL OWNERS, GUESTS, AND INVITEES. RESERVE AREA "A" IS TO BE OWNED AND MAINTAINED BY THE RESERVE AT SOUTHFIELD PROPERTY OWNERS ASSOCIATION FOR THE USE OF PRIVATE STREETS TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS AND PUBLIC STREETS. THE OWNER HEREOF, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT. GATES INSTALLED TO ENTER THE "RESERVE AT SOUTHFIELD" SHALL BE MAINTAINED BY THE OWNER/DEVELOPER AND/OR HOMEOWNERS ASSOCIATION. GATES SHALL BE KEPT IN GOOD WORKING ORDER AT ALL TIMES.

THE OWNER DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF SKIATOOK, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF SKIATOOK, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF SKIATOOK, OKLAHOMA, TO CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING THE CITY OF SKIATOOK STANDARDS FOR RESIDENTIAL STREETS, INCLUDING THAT ALL STREETS SHALL HAVE TWO 13-FOOT-WIDE DRIVING LANES WITH BAR DITCHES, STREET SLOPE SHALL NOT EXCEED 12%, PAVING MATERIALS SHALL BE THE QUALITY AND THICKNESS OF THAT OF THE CITY OF SKIATOOK STANDARDS, AND NO STRUCTURE SHALL BE CONSTRUCTED OVER ANY PRIVATE STREETS THAT WOULD PROHIBIT ANY GOVERNMENTAL VEHICLES, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS. RIGHT-OF-WAY SHALL BE SIXTY (60) FEET IN WIDTH SO AS TO ACCOMMODATE SAID BAR DITCHES. BAR DITCHES SHALL BE MAINTAINED BY THE OWNER/DEVELOPER AND OR HOMEOWNERS ASSOCIATION.

2. RESERVE AREA "B" - NATURAL AREA

RESERVE AREA "B" SHALL REMAIN IN A NATURAL UNIMPROVED STATE PROVIDED REMOVAL OF UNDERBRUSH AND GROUND MAINTENANCE SHALL BE PERMITTED. SUPPLEMENTAL LANDSCAPING MAY BE PERMITTED SO LONG AS IT DOES NOT IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID RESERVE OR BLOCK THE NATURAL WATER FLOW OF THE CREEK. RESERVE AREA "B" SHALL BE MAINTAINED BY THE DEVELOPER AND/OR HOMEOWNERS ASSOCIATION. WALKING PATHS AND OR TRIALS WILL BE PERMITTED SO LONG AS THE PLACEMENT DOES NOT IMPEDE DRAINAGE OF STORM AND SURFACE WATERS. IN THE EVENT THE OWNER/DEVELOPER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE OR, IN THE EVENT OF THE PLACEMENT OF ANY OBSTRUCTION WITHIN, OR THE ALTERATION TO THE GRADE, THE OWNER/DEVELOPER 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 COST SHALL BE PAID BY THE OWNER/DEVELOPER.

3. RESERVE "C" - ACCESS EASEMENT

RESERVE AREA "C" IS DEPICTED AS RESERVE "C" MUTUAL ACCESS EASEMENT (MAE) ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SAID EASEMENT SHALL BE FOR THE MUTUAL USE OF THE ADJACENT OWNER(S) TO WHICH THE ACCESS BENEFITS, THEIR GUESTS, AND INVITEES, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENT INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION. THE OWNER OF RESERVE AREA "C" SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH SHOULD IMPEDE ACCESS AND ACROSS THE RESERVE. THE PROPERTY WHO IS BENEFICIARY OF SAID ACCESS EASEMENT SHALL BE ALLOWED TO USE PRIVATE DRIVES TO ACCESS THEIR PROPERTY AND BE PROVIDED GATE ACCESS THROUGH THE "RESERVE AT SOUTHFIELD". NO ADDITIONAL PARTY OTHER THAN THOSE REFERENCED HEREIN SHALL BE ALLOWED TO USE SAID EASEMENT. UNAUTHORIZED USE OF SAID EASEMENT IS NOT PERMITTED WITHOUT APPROVAL OF THE OWNER/DEVELOPER.

4. RESERVE AREA "D" - STORMWATER DETENTION/EMERGENCY TURNAROUND

RESERVE AREA "D" IS FOR STORM WATER DETENTION. SAID AREA WILL BE DEEDED TO AND MAINTAINED BY THE "OWNER" AND SUBSEQUENTLY TO THE "HOMEOWNERS ASSOCIATION" OF THE "RESERVE AT SOUTHFIELD". CONSTRUCTION OF THE RESERVE AREA SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF SKIATOOK. NO WALL, FENCE, BUILDING, OR OTHER STRUCTURE SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREA. THERE SHALL BE NO ALTERATION OF THE GRADE OR CONTOURS IN THE RESERVE AREA THAT IMPACTS THE FUNCTION OF THE DETENTION AREA. THE RESERVE AREA SHALL BE MAINTAINED BY THE "OWNER" AND "HOMEOWNERS ASSOCIATION" OF THE "RESERVE AT SOUTHFIELD". THE RESERVE AREA SHALL BE MAINTAINED BY THE "OWNER" AND "HOMEOWNERS ASSOCIATION" OF THE "RESERVE AT SOUTHFIELD". THE CITY SHALL RESERVE THE RIGHT TO CORRECT DEFICIENCIES AND ASSESS THE "OWNER"/"HOMEOWNERS ASSOCIATION" FOR MAINTENANCE AND REPAIRS. RESERVE AREA "D" SHALL ALSO CONTAIN A STUB ROAD TO SERVE AS AN EMERGENCY VEHICLE TURNAROUND. SAID ROAD SHALL NOT BE BLOCKED WITH PARKED VEHICLES OR OTHER IMPLEMENTS THAT WOULD IMPAIR ITS PURPOSE.

5. RESERVE AREAS "B", "C", AND "D" SHALL BE MOWED BY THE OWNER/DEVELOPER OR SUBSEQUENT HOMEOWNERS ASSOCIATION

DURING GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS. NO MOWING SHALL BE PERMITTED WITHIN 25 FEET OF THE TOP OF BANK OF THE CREEK IN RESERVE AREA "B".

SECTION III: STORMWATER

1. DRAINAGE FACILITIES CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE TOWN OF SKIATOOK, OKLAHOMA.

2. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT OR ANY DRAINAGE EASEMENT DESIGNATED ON THE PLAT "RESERVE AT SOUTHFIELD". THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH C SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, OWNER/DEVELOPER, OR SUBSEQUENT HOMEOWNERS ASSOCIATION.

- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF LITTER AND DEBRIS.
- EACH LOT 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.
- BAR DITCHES SHALL BE KEPT FREE OF SILT, MUD OR OTHER DEBRIS SO AS TO ALLOW THE FREE FLOW OF STORMWATER. BAR DITCHES SHALL BE MAINTAINED BY THE DEVELOPER AND/OR HOMEOWNERS ASSOCIATION. THE CITY SHALL RESERVE THE RIGHT TO ENFORCE THE MAINTENANCE OF THE BAR DITCHES TO ENSURE PROPER CONVEYANCE OF STORMWATER.
- CULVERTS BELOW DRIVES SHALL BE OF CONCRETE WITH HEAD WALLS. CULVERTS SHALL BE A MINIMUM 24" DIAMETER.

SECTION IV: HOMEOWNERS BUILDING COMMITTEE AND ASSOCIATION

THE BLUE BULL CAPITAL LLC, BY AND THROUGH ITS DIRECTOR, SHALL BE DESIGNATED TO ACT ON BEHALF OF THE INTERESTS OF THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE OWNER/DEVELOPER HAS CONVEYED ONE HUNDRED PERCENT (100%) OF THE PROPERTY, OR TWENTY (20) YEARS FROM THE DATE OF THE INITIAL SALE OF THE LAST LOT DETERMINED TO BE DEVELOPED WITHIN THIS SUBDIVISION, WHICHEVER SHALL OCCUR FIRST IN TIME. AFTER WHICH, THE PROPERTY OWNERS HAVE THE RIGHT TO DESIGNATE A HOMEOWNERS ASSOCIATION, BY ALLOWING ONE VOTE PER LOT BY THE LOT OWNER.

SECTION V: LOT USE AND RESTRICTIONS

A. LOT USE

LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE; PROVIDED HOWEVER THE DEVELOPER MAY PERMIT A MODEL HOME OR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED BY A BUILDER FOR A FIXED TIME PERIOD, AT THE DEVELOPER SOLE DISCRETION.

B. FENCING

DECORATIVE METAL FENCING SHALL BE USED ALONG THE STREET SIDE OF ALL LOTS. SAID FENCING MAY NOT BE BUILT BEYOND THE FRONT OR SIDE SETBACK. FOR CORNER LOTS, DECORATIVE METAL FENCING SHALL BE USED FOR EACH STREET SIDE OF THE LOT. THE OWNER/DEVELOPER SHALL APPROVE FENCE TYPE AND STYLE. FOR REAR PROPERTY LINES, POST AND RAIL FENCING WITH BLACK VINYL COATED CHAIN LINK SHALL BE USED.

C. MAILBOXES

ALL LOTS SHALL USE A UNIFORMED STYLE MAILBOX AS APPROVED BY THE OWNER/DEVELOPER.

D. LOT PLANS

ALL BUILDERS SHALL SUBMIT FOR APPROVAL TO THE OWNER A SITE PLAN OF THE PROPOSED HOME TO BE BUILT ON EACH LOT.

E. MINIMUM SQUARE FOOTAGE

EACH HOME BUILT MUST HAVE A MINIMUM OF 1,600 SF ON THE FIRST LEVEL.

SECTION VI: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT AND DURATION

1. SHOULD THE OWNER OF ANY LOT OR LOTS IN "RESERVE AT SOUTHFIELD" VIOLATE ANY OF THE RESTRICTIVE COVENANTS OR CONDITIONS HEREIN, AND, AFTER REASONABLE NOTICE, THEREAFTER REFUSE TO CORRECT THE SAME, THEN THE OWNER/DEVELOPER AND OR FUTURE HOMEOWNERS ASSOCIATION MAY INSTITUTE LEGAL PROCEEDINGS TO ENJOIN, ABATE, OR COLLECT SUCH VIOLATION OF THE RESTRICTIONS OR COVENANTS. IF FOUND IN VIOLATION, THE VIOLATOR SHALL PAY ALL ATTORNEYS FEES, COURT COSTS, AND OTHER EXPENSES NECESSARILY INCURRED BY THE PERSON INSTITUTING SUCH LEGAL PROCEEDINGS TO MAINTAIN AND ENFORCE THE AFORESAID RESTRICTIONS AND CONDITIONS.

2. THE FOREGOING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PERSONS, AND PARTIES CLAIMING UNDER THEM UNTIL DECEMBER 31, 2040, AT WHICH TIME THE SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS THE OWNER/DEVELOPER HAS CONVEYED 100 PERCENT (100%) OF THE PROPERTY, OR TWENTY (20) YEARS FROM THE DATE OF THE INITIAL SALE OF A THE LAST LOT DETERMINED TO BE DEVELOPED WITHIN THIS SUBDIVISION, WHICHEVER SHALL OCCUR FIRST; AND THEN THE FOREGOING COVENANTS AND RESTRICTIONS SHALL BE EXTENDED BY A VOTE OF THE THEN EXISTING LOT OWNERS.

3. THE RESTRICTIONS AND COVENANTS CONTAINED HEREIN MAY BE AMENDED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER OR FUTURE HOMEOWNERS ASSOCIATION. ONCE ESTABLISHED, THE HOMEOWNERS ASSOCIATION MAY PRESCRIBE ITS OWN RULES AND REGULATIONS FOR AMENDING THE RESTRICTIONS AND COVENANTS HEREIN.

4. IN THE EVENT THAT ANY PROVISION, CLAUSE, SENTENCE, SECTION OR OTHER PART OF THE FOREGOING RESTRICTIONS AND COVENANTS IS HELD TO BE INVALID, ILLEGAL, INAPPLICABLE, UNCONSTITUTIONAL, CONTRARY TO PUBLIC POLICY, VOID OR UNENFORCEABLE IN LAW TO ANY PERSON OR CIRCUMSTANCE, THE BALANCE OF THE RESTRICTIONS AND COVENANTS SHALL NEVERTHELESS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, GABE T. WALKER, OWNER, BLUE BULL CAPITAL LLC HAS CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS 19 DAY OF July, 2023.

BY Gabe T. Walker
GABE T. WALKER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS PERSONALLY APPEARED GABE WALKER, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND USES AND PURPOSE SET FORTH THEREIN GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024

MY COMMISSION NUMBER: 00020202

