

# Timber Creek

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION THIRTY-FOUR (34)  
 TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN  
 A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

**Notes:**

- THIS PLAN 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER BLS 1452" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (SPO1), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - FOUND PK NAIL AT THE SOUTHWEST CORNER OF THE TIMBER CREEK SUBDIVISION
  - FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION 34;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°02'19" WEST.
- ADDRESSES SHOWN ON THIS PLAN ARE ACCURATE AT THE TIME THE PLAN WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF THE PLAN WAS PROVIDED BY SOUTH 33RD WEST AVENUE RIGHT OF WAY TO BE DEDICATED BY THIS PLAN.
- ACCESS TO THE DETENTION AREA IN THE REAR YARDS OF LOTS FIVE (5) AND SIX (6) IN BLOCK ONE (1) SHALL BE PROVIDED THROUGH THE UTILITY EASEMENT ON LOT 11.
- ALL CURBVERTS UNDER DRIVEWAYS SHALL BE CONSTRUCTED AT A MINIMUM SLOPE OF ONE PERCENT (1%).

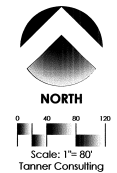
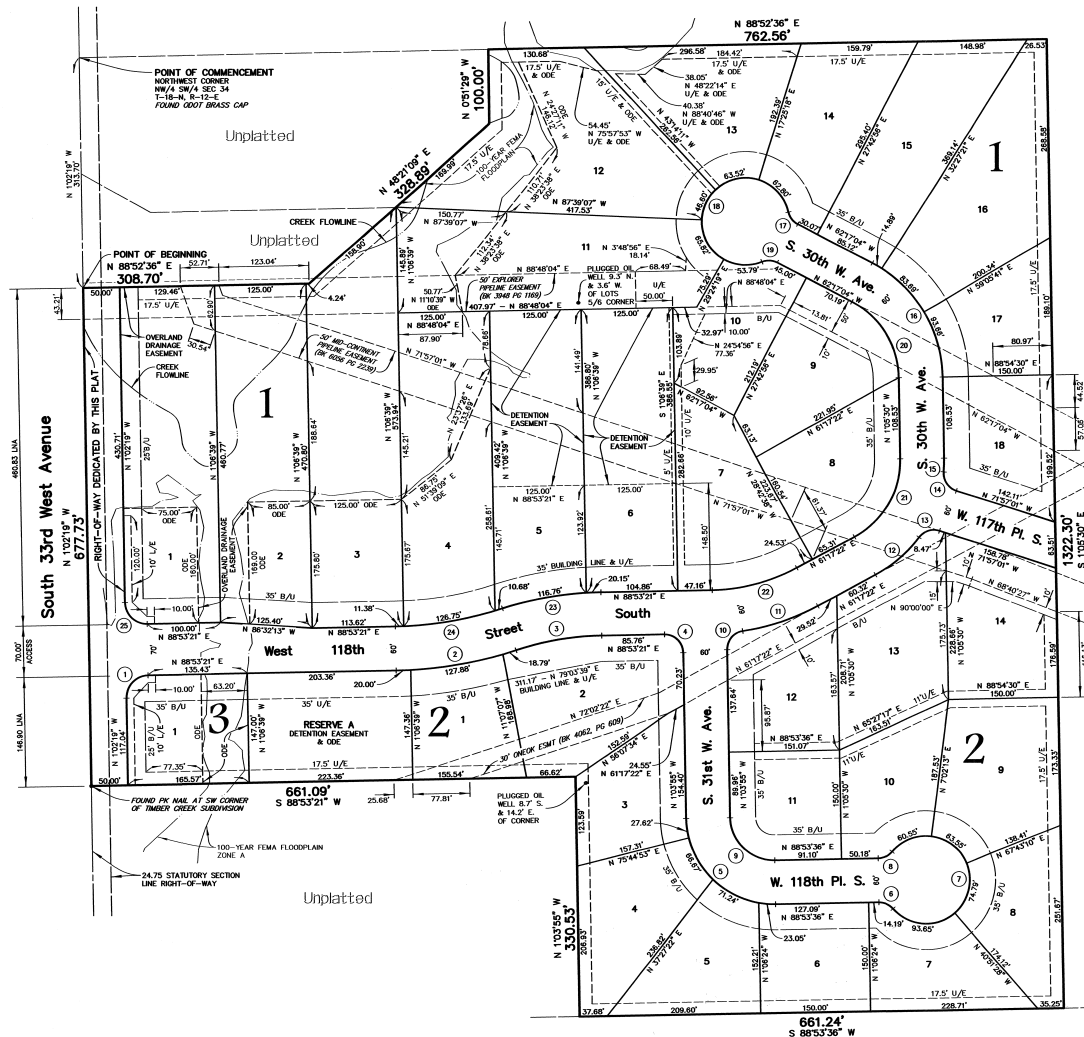
**Curve Table**

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(C)	CHORD(B)	CHORD(S)
1	47.09'	30.00'	89°55'41"	N43°53'31"E	42.40'	42.40'
2	166.60'	500.00'	17°03'00"	N08°07'24"E	166.05'	166.05'
3	119.05'	400.00'	17°03'00"	N08°21'47"E	118.61'	118.61'
4	39.29'	25.00'	90°02'44"	N46°05'17"W	35.37'	35.37'
5	118.58'	120.00'	90°02'39"	N46°05'09"W	109.77'	109.77'
6	21.68'	25.00'	49°40'47"	N66°16'00"W	21.00'	21.00'
7	292.54'	60.00'	279°21'34"	N1°06'24"W	77.65'	77.65'
8	21.68'	25.00'	49°40'47"	N66°03'14"E	21.00'	21.00'
9	94.29'	60.00'	90°02'39"	N46°05'09"W	84.88'	84.88'
10	35.98'	25.00'	87°02'29"	N47°09'36"E	32.95'	32.95'
11	108.71'	310.00'	20°05'44"	N13°10'47"E	108.17'	108.17'
12	79.85'	180.00'	25°25'03"	N48°34'51"E	79.20'	79.20'
13	31.49'	25.00'	72°10'39"	N71°54'39"E	29.43'	29.43'
14	31.45'	25.00'	76°02'29"	N81°30'50"W	31.01'	31.01'
15	18.27'	180.00'	5°48'50"	N1°48'55"E	18.26'	18.26'
16	192.24'	30.00'	61°11'34"	N1°41'17"W	383.24'	383.24'
17	21.68'	25.00'	49°40'47"	N66°03'14"E	21.00'	21.00'
18	292.54'	60.00'	279°21'34"	N1°06'24"W	77.65'	77.65'
19	21.68'	25.00'	49°40'47"	N66°03'14"E	21.00'	21.00'
20	118.10'	120.00'	61°11'34"	N1°41'17"W	122.16'	122.16'
21	130.65'	120.00'	62°22'54"	N0°05'56"E	124.29'	124.29'
22	120.43'	250.00'	27°35'59"	N75°02'22"E	119.27'	119.27'
23	118.90'	400.00'	17°03'00"	N08°21'47"E	118.40'	118.40'
24	148.81'	500.00'	17°03'00"	N08°21'47"E	148.26'	148.26'
25	47.15'	30.00'	90°04'19"	N46°04'29"W	42.45'	42.45'

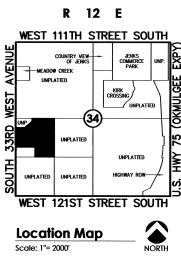
**Block Table**

BLOCK	LOT	ADDRESS	AREA (AC)	MEFE	CULVERT DIA
1	1	3219 WEST 118TH STREET SOUTH	1.368	666'	15"
1	2	3211 WEST 118TH STREET SOUTH	1.337	665'	24"
1	3	3203 WEST 118TH STREET SOUTH	1.494	665'	24"
1	4	3117 WEST 118TH STREET SOUTH	1.209	665'	24"
1	5	3109 WEST 118TH STREET SOUTH	1.134	663'	18"
1	6	3101 WEST 118TH STREET SOUTH	1.109	663'	15"
1	7	3011 WEST 118TH STREET SOUTH	0.774	-	15"
1	8	11702 SOUTH 30TH WEST AVENUE	0.643	-	15"
1	9	11626 SOUTH 30TH WEST AVENUE	0.670	-	18"
1	10	11612 SOUTH 30TH WEST AVENUE	0.537	-	24"
1	11	11606 SOUTH 30TH WEST AVENUE	1.298	662'	24"
1	12	11602 SOUTH 30TH WEST AVENUE	1.374	662'	24"
1	13	11600 SOUTH 30TH WEST AVENUE	0.771	662'	24"
1	14	11611 SOUTH 30TH WEST AVENUE	0.696	-	24"
1	15	11619 SOUTH 30TH WEST AVENUE	0.864	-	24"
1	16	11627 SOUTH 30TH WEST AVENUE	0.984	-	24"
1	17	11635 SOUTH 30TH WEST AVENUE	0.523	-	18"
1	18	11643 SOUTH 30TH WEST AVENUE	0.597	-	15"
2	1	3118 WEST 118TH STREET SOUTH	0.503	-	2x30"
2	2	3106 WEST 118TH STREET SOUTH	0.820	-	2x30"
2	3	11808 SOUTH 31ST WEST AVENUE	0.532	-	24"
2	4	11816 SOUTH 31ST WEST AVENUE	0.630	-	24"
2	5	2920 WEST 118TH PLACE SOUTH	0.548	-	24"
2	6	3008 WEST 118TH PLACE SOUTH	0.517	-	24"
2	7	3002 WEST 118TH PLACE SOUTH	0.527	-	24"
2	8	2920 WEST 118TH PLACE SOUTH	0.556	-	15"
2	9	2919 WEST 118TH PLACE SOUTH	0.746	-	15"
2	10	3001 WEST 118TH PLACE SOUTH	0.522	-	18"
2	11	3009 WEST 118TH PLACE SOUTH	0.503	-	24"
2	12	3010 WEST 118TH STREET SOUTH	0.615	-	24"
2	13	11701 SOUTH 30TH WEST AVENUE	0.765	-	18"
2	14	2918 WEST 117TH PLACE SOUTH	0.698	-	18"
3	1	3220 WEST 118TH STREET SOUTH	0.554	666'	24"
	RESERVE A		0.754	-	-

DATE OF PREPARATION: January 6, 2017



SUBDIVISION CONTAINS:  
 THIRTY THREE (33) LOTS AND  
 ONE (1) RESERVE IN  
 THREE (3) BLOCKS  
 GROSS SUBDIVISION AREA: 31.695 ACRES



OWNER:  
**Jenks Land, L.L.C.**  
 AN OKLAHOMA LIMITED LIABILITY COMPANY  
 MIKE WALLACE, MANAGER  
 114 South 3rd Street  
 Jenks, Oklahoma 74037  
 Phone: (918)298-6100

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**  
 DAN E. TANNER, P.L.S. NO. 2815  
 OK CA NO. 2661, EPPRES 6/30/2017  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918)745-9929

**CERTIFICATE**  
 I hereby certify that all real estate taxes involved in this plan have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$9161.00 per trust receipt no. 14755 to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes in full but is given in order that this plan may be recorded. 2017 taxes may exceed the amount of the deposit.

Date: 02/08/2017  
 Dennis P. Jones  
 Tulsa County  
 By: Deputy

STATE OF OKLAHOMA  
 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 as the instrument now on file in my office.  
 Dated this 8th day of February, 2017.  
 MICHAEL WILLIS, Tulsa County Clerk  
*Michael Willis*

**CERTIFICATE OF APPROVAL**  
 I hereby certify that this plan was approved by the Tulsa Metropolitan Area Planning Commission on 01 JAN 14 2017  
*Gordon Miller*  
 TAPAC RECORDS  
 The approval of this plan will expire on year from the date of Tulsa County Commission approval if not filed in the office of the County Clerk before that date.  
*Tanner Consulting*  
 COUNTY ENGINEER

RECEIVED  
 JAN 10 2017  
 TULSA METROPOLITAN AREA PLANNING COMMISSION

# Timber Creek

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION THIRTY-FOUR (34)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT JENKS LAND, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN THE TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 SW/4; THENCE SOUTH 1°02'39" EAST AND ALONG THE WEST LINE OF THE NW/4 SW/4, FOR A DISTANCE OF 913.70 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°52'38" EAST FOR A DISTANCE OF 308.70 FEET TO A POINT; THENCE NORTH 88°21'09" EAST FOR A DISTANCE OF 129.89 FEET TO A POINT; THENCE NORTH 0°51'29" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH LINE OF THE NW/4 SW/4; THENCE NORTH 88°52'38" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 762.24 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE NW/4 SW/4; THENCE SOUTH 1°05'30" EAST AND ALONG THE EAST LINE OF THE NW/4 SW/4, FOR A DISTANCE OF 1322.30 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE NW/4 SW/4; THENCE SOUTH 88°53'36" WEST AND ALONG THE SOUTH LINE OF THE NW/4 SW/4, FOR A DISTANCE OF 661.24 FEET TO A POINT; THENCE NORTH 1°02'55" WEST FOR A DISTANCE OF 330.53 FEET TO A POINT; THENCE SOUTH 88°53'21" WEST FOR A DISTANCE OF 461.09 FEET TO A POINT ON THE WEST LINE OF THE NW/4 SW/4; THENCE NORTH 1°02'51" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 677.73 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,380,631 SQUARE FEET OR 31.695 ACRES.

AND THAT JENKS LAND, LLC, HERINAFTER REFERRED TO AS "OWNER/DEVELOPER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND HAS DESIGNATED THE SUBDIVISION AS "TIMBER CREEK," A SUBDIVISION WITHIN TULSA COUNTY, OKLAHOMA.

### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICED ON THE ACCOMPANYING PLAT. THE OWNER/DEVELOPER 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/DEVELOPER 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 DEPICED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICED ON THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE COUNTY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICED 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, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

#### B. UTILITY SERVICE:

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE RIGHT-OF-WAY FOR SOUTH 33RD WEST AVENUE AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION, 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 SERVICE AS DEPICED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDISTAL 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 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDISTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND 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 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 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE CABLES 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 OF THE LOT SHALL PAY FOR DAMAGE OR RELICATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THE OWNER OF THE LOTS 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.

#### C. GAS SERVICE

- 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 OTHERWISE 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.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELICATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNERS OF THE LOTS AGREE TO BE BOUND BY THESE COVENANTS.

#### D. WATER, PRIVATE SANITARY SEWER SYSTEM, AND STORM SEWER SERVICE:

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER SYSTEMS, AND STORM WATER DRAINAGE FACILITIES LOCATED THE OWNER'S LOT.
- WITHIN THE UTILITY EASEMENTS DEPICED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF TULSA COUNTY, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER SYSTEMS, STORM SEWER SYSTEMS, OR DRAINAGE FACILITIES SHALL BE PROHIBITED.

- CREEK RURAL WATER DISTRICT #2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELICATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

- CREEK RURAL WATER DISTRICT #2, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENTS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR UNDERGROUND WATER FACILITIES.

- SEWAGE SHALL BE DISPOSED BY INDIVIDUAL ON-SITE AEROBIC SEWAGE DISPOSAL SYSTEMS APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). NO OTHER ON-SITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE OWNER/DEVELOPER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY ODEQ. THE FOREGOING SHALL NOT LIMIT THE FUTURE INSTALLATION OR USE OF PUBLIC SANITARY SEWER SYSTEMS WHEN SUCH SYSTEMS BECOME AVAILABLE.

- WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF CREEK COUNTY RURAL WATER DISTRICT #2, OR ITS SUCCESSORS (CROWD # 2). THE EASEMENTS DEDICATED HEREIN FOR PURPOSES OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO CROWD #2. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

- THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND CREEK RURAL DISTRICT #2 OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

#### E. LOT SURFACE DRAINAGE:

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER 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 OR WITHIN THE BORROW DITCH DRAINAGE SYSTEM. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY TULSA COUNTY, OKLAHOMA.

#### F. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF ANY LOT DEPICED 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 DEPICED UPON THE ACCOMPANYING PLAT, PROVIDED THAT TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### G. LIMITS OF NO ACCESS:

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 33RD WEST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE TULSA COUNTY ENGINEER, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA.

#### H. SIDEWALKS:

SIDEWALKS ARE TO BE CONSTRUCTED ALONG ALL PUBLIC STREETS AS REQUIRED BY THE TULSA COUNTY ENGINEER.

#### I. DETENTION EASEMENTS AND OVERLAND DRAINAGE EASEMENTS:

- THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICED ON THE ACCOMPANYING PLAT AS "DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING STORMWATER DETENTION, OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" (ODE) FOR

THE PURPOSES OF PERMITTING OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

- DRAINAGE FACILITIES LOCATED WITHIN DETENTION EASEMENTS AND OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF TULSA COUNTY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE TULSA COUNTY ENGINEER.

- NO FENCE, WALL, BUILDING OR OTHER CONSTRUCTION MAY BE PLACED OR MAINTAINED WITHIN DETENTION EASEMENTS OR OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE TULSA COUNTY ENGINEER, PROVIDED THAT THE PLANTING OF TREES SHALL NOT REQUIRE THE APPROVAL OF THE TULSA COUNTY ENGINEER'S OFFICE.

- DETENTION EASEMENT AND OVERLAND DRAINAGE EASEMENT AREAS AND THE FACILITIES THEREIN LOCATED SHALL BE MAINTAINED BY THE TIMBER CREEK PROPERTY OWNERS' ASSOCIATION AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

## SECTION II. RESERVE AREAS

#### A. PURPOSE

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF TULSA COUNTY, OKLAHOMA, RESERVE A IS HEREBY DESIGNATED AND CREATED TO PROVIDE FOR STORMWATER DRAINAGE AND DETENTION, LANDSCAPING, OPEN SPACE AND PRIVATE RECREATION, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVE A MAY ALSO BE UTILIZED FOR OPEN SPACE, PASTURE, RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE TULSA COUNTY ENGINEER.

#### B. OVERLAND DRAINAGE AND DETENTION EASEMENTS AND MAINTENANCE

- THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS A PERPETUAL OVERLAND DRAINAGE EASEMENT (ODE) AND DETENTION EASEMENT, AS ESTABLISHED HEREINAFTER, ON, OVER AND ACROSS RESERVE A AS DEPICED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
- THE DETENTION AND DRAINAGE FACILITY CONSTRUCTED IN RESERVE A SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF TULSA COUNTY, AND PLANS AND SPECIFICATIONS APPROVED BY THE TULSA COUNTY ENGINEER.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE A NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN RESERVE A UNLESS APPROVED BY THE TULSA COUNTY ENGINEER.

- RESERVE A AND THE FACILITIES THEREIN LOCATED AND ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE A SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNITS, SUCH THAT AS RESERVE A IS CONVEYED TO THE TIMBER CREEK PROPERTY OWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

- IN THE EVENT THE OWNER OF RESERVE A SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS AND FACILITIES THEREIN LOCATED AS ABOVE PROVIDED, TULSA COUNTY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER RESERVE A AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

- IN THE EVENT THE OWNER OF RESERVE A SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, TULSA COUNTY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION. SUCH LIEN MAY BE FORECLOSED BY THE TULSA COUNTY, OKLAHOMA.

#### C. INDEMNIFICATION OF OWNER AND TULSA COUNTY

- EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE TIMBER CREEK PROPERTY OWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS TULSA COUNTY AND OWNER/DEVELOPER, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN RESERVE A. FURTHER, EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE TIMBER CREEK PROPERTY OWNERS' ASSOCIATION AGREES THAT TULSA COUNTY AND OWNER/DEVELOPER SHALL NOT BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

## SECTION III. TIMBER CREEK PROPERTY OWNERS' ASSOCIATION

#### A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER SHALL CAUSE TO BE FORMED THE TIMBER CREEK PROPERTY OWNERS' ASSOCIATION (THE "ASSOCIATION"). THE ASSOCIATION SHALL BE A PROPERTY OWNERS' ASSOCIATION COMPRISED OF THE OWNERS OF THE LOTS WITHIN TIMBER CREEK TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

#### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

#### C. ASSESSMENT

EACH LOT OWNER SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE ASSOCIATION FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

#### D. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, TULSA COUNTY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

# Timber Creek

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION THIRTY-FOUR (34)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

### SECTION IV. PRIVATE RESTRICTIONS

THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, WHICH SHALL BE APPLICABLE TO THE LOTS AND 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. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. PLAN REVIEW, NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, OR FREE STANDING MAIL BOX SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT, AND NO SIDEWALKS SHALL BE CONSTRUCTED UPON OR ADJACENT TO ANY LOT, UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER 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, SIDEWALK LOCATION AND DESIGN PLAN, 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 TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THEREON. 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. COMMITTEE PURPOSE: 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, IT 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 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE TRANSFERRED UPON WRITTEN ASSIGNMENT TO THE TIMBER CREEK PROPERTY OWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

#### B. FLOOR AREA

SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,000 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,500 SQUARE FEET OF FINISHED HEATED LIVING AREA. PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREZZEWAYS.

#### C. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS IS PROHIBITED UNLESS SPECIAL APPROVAL IS GRANTED BY THE ARCHITECTURAL COMMITTEE.

#### D. FOUNDATIONS

THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEM WALLS, SHALL BE OF BRICK, STONE OR STUCCO.

#### E. MASONRY

A MINIMUM OF 75% OF THE EXTERIOR SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

#### F. WINDOWS

NO MILL FINISHED WINDOWS SHALL BE PERMITTED ON ANY HOME IN THE SUBDIVISION. HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTION SET FORTH IN THIS SUBSECTION.

#### G. ROOF FLASHING

EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

#### H. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY PERCENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.

#### I. ROOFING MATERIALS

ROOFS SHALL BE COMPOSITION SHINGLE ROOF - HERITAGE II, PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION OR IF HERITAGE II ROOFING IS NOT REASONABLY AVAILABLE, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK.

#### J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT DWELLING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

#### K. OUTBUILDINGS

ALL PLANS FOR TOOL SHEEDS, HOBBYROOMS, OR OTHER OUTBUILDINGS SHALL BE APPROVED BY THE DEVELOPER, IN WRITING PRIOR TO CONSTRUCTION; SHALL HAVE A MINIMUM OF 160 SQUARE FEET, AND SHALL CONFORM TO THE BASIC ARCHITECTURAL STYLING OF THE DWELLING, INCLUDING MASONRY REQUIREMENTS. ALL SUCH OUTBUILDINGS SHALL BE SHINGLED WITH THE SAME COLOR AND TYPE OF SHINGLE AS THE DWELLING. NO GARAGE OR OUTBUILDING ON ANY LOT SHALL BE USED AS A RESIDENCE OR LIVING QUARTERS. FURTHER, NO DETACHED STRUCTURE OR BUILDING FOR PURELY ORNAMENTAL OR OTHER PURPOSES SHALL BE ERECTED ON ANY PART OF ANY LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER. NO BUILDING OF ANY TYPE SHALL BE MOVED ONTO ANY LOT OR COMMON AREA WITHOUT THE OWNER/DEVELOPER'S (OR THE ASSOCIATION'S, AFTER THE TURN-OVER DATE) PRIOR, WRITTEN CONSENT. ACCESSORY BUILDINGS IN THE AGGREGATE SHALL NOT COVER MORE THAN 20% OF THE AREA OF THE REAR YARD OR EXCEED 750 SQUARE FEET OF FLOOR AREA, WHICHEVER IS LESS. DETACHED ACCESSORY BUILDINGS SHALL BE LOCATED IN THE REAR YARD AND A MINIMUM OF 12.5' FROM ANY PROPERTY LINE.

#### L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

#### M. FENCING OR WALLS WITHIN THE LOT.

FENCING OR WALLS WITHIN THE LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE OR WALL MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. WITHIN CORNER LOTS, FENCING OR WALLS IN THE SIDE YARD ADJOINING THE STREET SHALL BE SET BACK A MINIMUM OF 20 FT. FROM THE SIDE LOT LINE. ELSEWHERE, FENCES OR WALLS WITHIN THE LOT SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON, CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO FENCE OR WALL WITHIN THE LOT SHALL EXCEED SIX FEET IN HEIGHT. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

#### N. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

#### O. 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, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

#### P. RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL BE STORED, PLACED, OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE OR OUTBUILDING.

#### Q. TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN

CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3/4 TON).

#### R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED. GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP.

#### S. MAILBOXES

AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR U.S. POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.

## SECTION V. 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 OWNERS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVE AREAS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THEREON, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS III. AND IV. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA.

THE COVENANTS CONTAINED IN SECTION II. RESERVE AREAS, SECTION III. TIMBER CREEK PROPERTY OWNERS' ASSOCIATION, AND SECTION IV. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT IN "TIMBER CREEK" AND THE ASSOCIATION. IF THE UNDESIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., III., OR IV., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT IN "TIMBER CREEK" OR THE ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT IN TIMBER CREEK OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II., III., OR IV. AND/OR TO RECEIVE DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

#### B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT THAT IS SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA. THE COVENANTS WITHIN SECTIONS II. AND IV. MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS WITHIN TIMBER CREEK WITHOUT APPROVAL FROM TULSA COUNTY. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER/DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 6 DAY OF Jan, 2017.

JENKS LAND, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY,

By: Mike Wallace  
MIKE WALLACE, MANAGER

STATE OF OKLAHOMA )  
  ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 6 DAY OF Jan, 2017, PERSONALLY APPEARED MIKE WALLACE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME JENKS LAND, LLC TO THE FOREGOING INSTRUMENT, AS HIS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.



By: Jennifer Miller  
JENNIFER MILLER, NOTARY

## CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED 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 "TIMBER CREEK", A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 6 DAY OF Jan, 2017.



By: Dan E. Tanner  
DAN E. TANNER  
LICENSED LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
  ) SS  
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 6 DAY OF Jan, 2017, BY DAN E. TANNER, AS A LICENSED LAND SURVEYOR.



By: Jennifer Miller  
JENNIFER MILLER, NOTARY

## DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

THE TULSA COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER AND ON SITE SEWER SYSTEM ON THIS DAY OF Jan, 2017.



By: Jennifer Miller  
JENNIFER MILLER, NOTARY