



Tulsa Metropolitan Area
Planning Commission

Case : Deerfield Creek

Hearing Date: May 16, 2018

Case Report Prepared by:

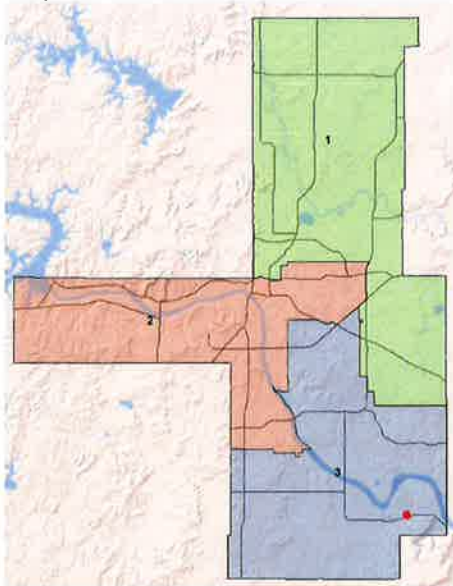
Nathan Foster

Owner and Applicant Information:

Applicant: JR Donelson

Owner: RNC Real Estate, LLC

Location Map:
(Shown with County Commission districts)



Applicant Proposal:

Preliminary Plat

7 lots, 1 block, 63.98 ± acres

Location: East of the northeast corner of South 145th East Avenue and Highway 64

Zoning: AG (Agriculture)

Staff Recommendation:

Staff recommends **approval** of the preliminary plat

County Commission District: 3

Commissioner Name: Ron Peters

EXHIBITS: Site Map, Aerial, Preliminary Plat Submittal, Conceptual Improvements

PRELIMINARY SUBDIVISION PLAT

Deerfield Creek - (County)

East of the northeast corner of South 145th East Avenue and Highway 64

This plat consists of 7 lots, 1 block on 63.98 ± acres.

The Technical Advisory Committee (TAC) met on May 3, 2018 and provided the following conditions:

1. **Zoning:** All property contained within the subdivision is zoned AG (Agriculture). The current lot configurations comply with the AG zoning district.
2. **Addressing:** Graphically label all lots with the assigned address prior to submittal of final plat.
3. **Transportation & Traffic:** Oklahoma Department of Transportation must provide a release for all proposed access points. If lots are split in the future, mutual access would be required within approved access points.
4. **Sewer:** Proposals for on-site sewage disposal must comply with all relevant requirements of the Oklahoma Department of Environmental Quality.
5. **Water:** Water will be served by the City of Bixby. A release letter is required prior to release of final plat.
6. **Engineering Graphics:** Submit a subdivision control data sheet with final plat. Update location map with all filed plats and label all other areas as "unplatted". Remove other labels. Add "State of" before Oklahoma in the plat subtitle. Graphically show all property pins found or set associated with the plat. Ensure written legal description matches face of the plat.
7. **Fire:** No comments.
8. **Stormwater, Drainage, & Floodplain:** Provide the County Engineer with a drainage report and obtain a release for any required improvements prior to approval of final plat.
9. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Waivers of Subdivision Regulations:

1. None Requested

Staff recommends **APPROVAL** of the preliminary subdivision plat subject to the conditions provided by TAC and the requirements of the Subdivisions Regulations.

11.2

S-145th-E-AVE

SUBJECT TRACT

AG

64

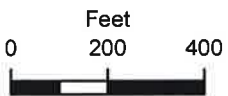
E-169th-ST-S

E-171-ST-S

AG

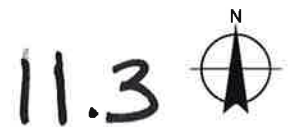
LEGEND

Bixby Corporate Limits



DEERFIELD CREEK

17-14 27



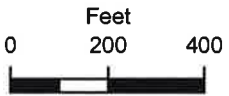


S 145th E AVE

E 169th ST S

64

E 171 ST S



Subject Tract

DEERFIELD CREEK

17-14 27

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016



11.5

PLAT No.

OWNER:
RNC REAL ESTATE, LLC
15831 SOUTH LEWIS AVE.
BIXBY, OKLAHOMA 74008
918-396-3138
CONTACT: SHANE ROLLER

ENGINEER:
JR DONELSON, INC
12870 SO. MEMORIAL DR., OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
EMAIL: JRDON@TULSACOMMAIL.COM
C.A. NO. 5811 EXP. 6-30-2019

FINAL PLAT DEERFIELD CREEK

AN ADDITION IN THE SW/4 OF SECTION 27,
T-17-N, R-14-E, TULSA COUNTY, OKLAHOMA

Final Plat
INCORPORATION OF APPROVAL
Tulsa Commission and Planning Commission
Approval Date _____
TAMC/MDCC
COUNTY ENGINEER
Tulsa County Commissioner
Approval Date _____
00000000
The approval of this Final Plat will expire one year from the date of County Commissioners approval of this Plat at the Office of the County Clerk before next date.

Point of Commencement
Legal Description
Northwest Corner
of the SW/4, SEC 27

Point of Beginning
Legal Description

SURVEYOR:
AMERICAN EAGLE LAND SURVEYING, LLC
2623 WEST 111TH STREET
JEKES, OKLAHOMA 74037
CONTACT: DARRELL BIBLE
LICENSE NO: 1731
PHONE: 918-640-4162
EMAIL: darrelbible@gmail.com
C.A. NO. 6588 EXP. 5-30-2018

LEGEND

BL	BUILDING LINE
I.P.	IRON PIN
CL	CENTER LINE
U/E	UTILITY EASEMENT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
FND	FOUND
ESMT	EASEMENT
SW/4	SOUTHWEST QUARTER
L.N.A.	LIMITS OF NO ACCESS
A.O.	ACCESS OPENING
ROW	RIGHT OF WAY
UNP	UNPLATTED

ADDRESSES

BLOCK 1	
LOT 1	14609 E. 64 HIGHWAY S.
LOT 2	14709 E. 64 HIGHWAY S.
LOT 3	14809 E. 64 HIGHWAY S.
LOT 4	15107 E. 64 HIGHWAY S.
LOT 5	15405 E. 64 HIGHWAY S.
LOT 6	15703 E. 64 HIGHWAY S.
LOT 7	16001 E. 64 HIGHWAY S.

CERTIFICATE

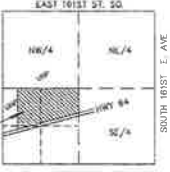
STATE OF OKLAHOMA }
COUNTY OF TULSA } SS
I, _____, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated this _____ day of _____, 2018
Tulsa County Clerk
Deputy _____

NOTE: ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY TULSA COUNTY AND WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN LIEU OF LEGAL DESCRIPTIONS.

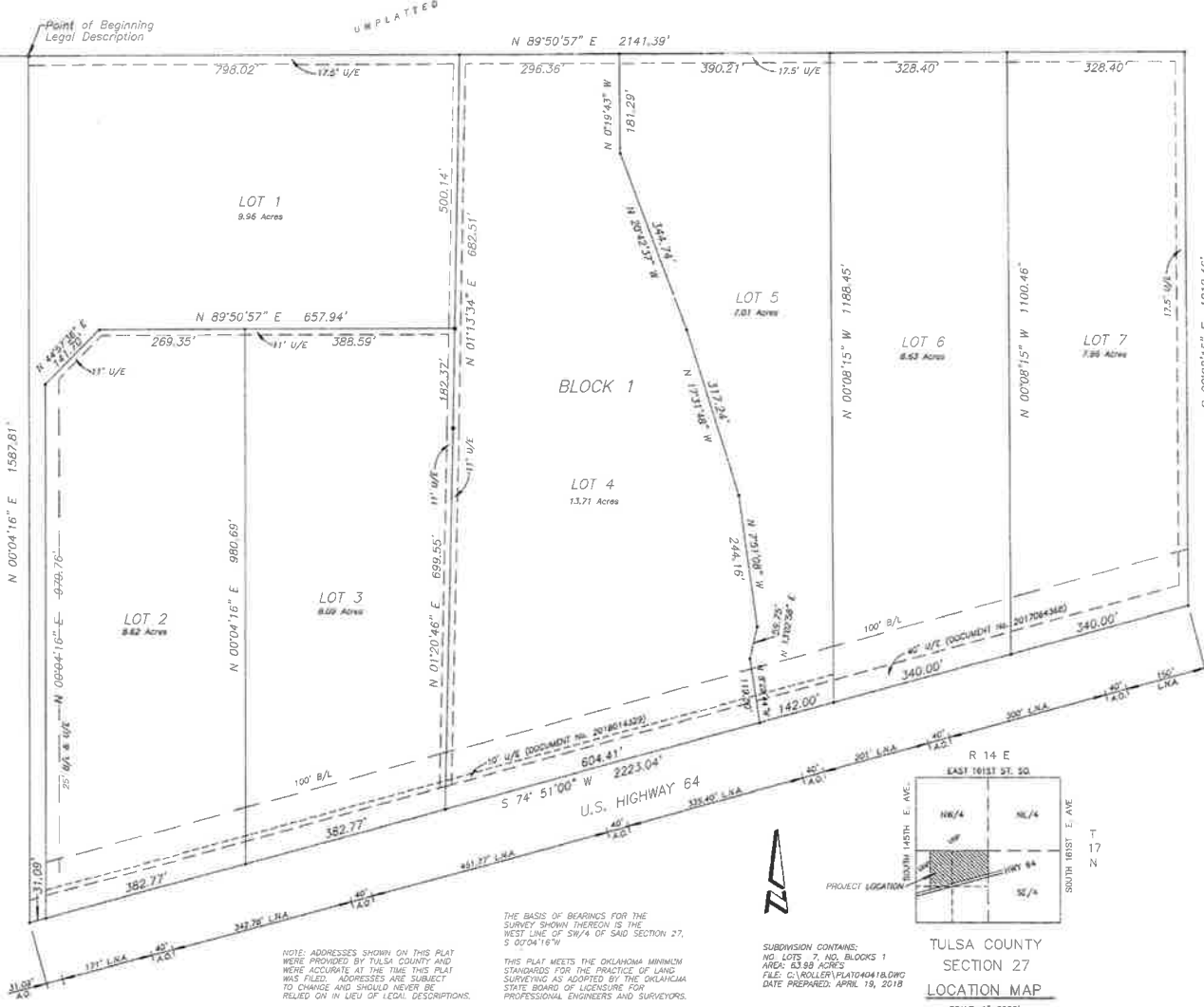
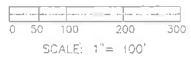
THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE WEST LINE OF SW/4 OF SAID SECTION 27, S 00°04'16"W.

THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSING FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

SUBDIVISION CONTAINS:
NO. LOTS: 7 AND BLOCKS 1
AREA: 63.88 ACRES
FILE: C:\ROLLERS\PLAT\AM18.DWG
DATE PREPARED: APRIL 19, 2018



TULSA COUNTY
SECTION 27
LOCATION MAP
SCALE: 1"=2000'



DEED OF DEDICATION AND RESTRICTIVE COVENANTS
DEERFIELD CREEK

KNOW ALL MEN BY THESE PRESENTS:

RNC Real Estate, LLC, an Oklahoma Limited Liability Company, and Slove Peterson and Samantha A. Patmoson, husband and wife, collectively the "Owners" of the following described land in Tulsa County, Oklahoma, (the "Property"), to-wit:

RNC Real Estate, LLC, its successor or assigns is the owner of Lots 2, 3, 4, 5, 6, and 7, Block 4, referred to as the (Developer), being described in Tulsa County, Oklahoma, (the "Property"), to-wit:

LEGAL DESCRIPTION:

All that part of the Southeast Quarter (SW/4), lying North of U.S. Highway 64, LESS AND EXCEPT, the West Five Hundred Ten (510) feet of Section Twenty-Seven (27), Township Sixteen (16) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by metes and bounds as follows, to-wit:

Commencing at the Northeast corner of the Southeast Quarter of Section Twenty-Seven (27), Township Sixteen (16) North, Range Fourteen (14) East, thence N 89°30'37" E, and along the North line of the Southeast Quarter of said Section 27, for 1308.02 feet to the POINT OF BEGINNING.

thence continuing N 89°30'37" E along said North line of the Southeast Quarter, for 1343.37 feet to the Northeast corner of the said Southeast Quarter, thence S 00°09'16" E along the East line of said Southeast Quarter, for 1012.64 feet to a point on the North line of the Southeast Quarter, thence S 74°51'00" W along said Right-of-Way, for 218.09 feet, thence N 00°04'16" E parallel with the West line of said Southeast Quarter, for 379.76 feet, thence N 48°07'05" E for 141.70 feet, thence N 89°30'37" E for 657.94 feet, thence N 01°20'46" E for 500.14 feet to the point of beginning.

and

Slove Peterson and Samantha A. Patmoson, husband and wife, their successor or assigns is the owner of Lot 1, Block 4, being described in Tulsa County, (the "Property"), to-wit:

LEGAL DESCRIPTION:

All that part of the Southeast Quarter (SW/4), lying North of U.S. Highway 64, LESS AND EXCEPT, the West Five Hundred Ten (510) feet of Section Twenty-Seven (27), Township Sixteen (16) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by metes and bounds as follows, to-wit:

Commencing at the Northeast corner of the Southeast Quarter of Section Twenty-Seven (27), Township Sixteen (16) North, Range Fourteen (14) East, thence N 89°30'37" E, and along the North line of the Southeast Quarter of said Section 27, for 3416.02 feet to the POINT OF BEGINNING at Lot 1, Block 4.

Thence continuing N 89°30'37" E along said North line of the Southeast Quarter, for 798.02 feet, thence S 01°20'46" E for 500.14 feet, thence S 89°30'37" W for 657.94 feet, thence S 44°07'05" E for 141.70 feet, thence S 00°04'16" E for 379.76 feet to a point on the North Right-of-Way line of U. S. Highway 64, thence S 74°51'00" W along said Right-of-Way, for 218.09 feet, thence N 00°04'16" E parallel with the West line of said Southeast Quarter, for 1367.81 feet to the point of beginning.

And have revised the above described tracts of land to be collectively surveyed, marked, platted and subdivided into seven (7) lots and one (1) block, in conformity with the accompanying plat, and have designated the subdivision as "DEERFIELD CREEK" a subdivision in Tulsa County, Oklahoma.

NOW, THEREFORE, Developer hereby declares that all of the property described above shall be held, managed, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges all of which lie for the purpose of enhancing and preserving the value, quantity and distinctiveness of DEERFIELD CREEK (the "Addition"). These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

SECTION 1. EASEMENTS AND UTILITIES

Now, therefore, the Owners hereby dedicate for the public use the easements and rights of way so shown for the several purposes of constructing, maintaining, operating, repairing and removing or replacing any and all public utilities, including storm sewers, sanitary sewer lines, power lines and water lines, including water lines and cable television lines, together with all fittings and equipment for such such facilities, including the pipes, valves, manholes, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the use and purposes aforesaid; provided, however that the Owners hereby reserve the right to construct, maintain, operate, lay and re-lay water lines together with the right of ingress and egress thereon, access and using all of the utility easement areas so shown on the plat for the purposes of furnishing services to the area included within the plat.

The Owners do hereby relinquish the rights of ingress and egress to the (1) area the above described easements or rights of way, and the easements and rights of way access (EAV), and shown on the plat, so long as they are hereafter lawfully used or controlled by the County of Tulsa and the City of Tulsa for the purposes of providing utility services to the area included within the plat. The foregoing covenant shall be enforceable by Tulsa County, Oklahoma or its successors, and the owner(s) of each lot agree to be bound thereby.

FURTHER, the Owners, for the purpose of providing and timely development of the property above described, (hereinafter referred to as "DEERFIELD CREEK"), and for the purpose of lessening encumbrance restrictions for the mutual benefit of the undersigned Owners, the undersigned Owners hereby agree to: (1) not have or create any easements or rights-of-way which shall be enforceable on the lots within DEERFIELD CREEK.

4. Water Services and Sanitary Sewer Services. All water services and sanitary sewer services on the Lots in DEERFIELD CREEK are subject to the following covenants and restrictions, to-wit:

- Landscape and Paving Repair. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would obstruct, endanger, threaten or harm any water utilities located within said easements or right-of-way. If it is determined that any trees or shrubbery located within said easements or right-of-way, the City of Bixby shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.
- The owner of each lot shall be responsible for the protection of the private sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with the sanitary sewer facility.
- Sanitary Sewage shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage disposal systems. No on-site sewage disposal systems shall be allowed without written approval from the developer. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set forth by the Oklahoma Department of Environmental Quality.
- Waterlines less than 4" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

5. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

- Overhead pole lines for the supply of electric service, telephone and cable television services may be located along the South and West lines of the subdivision. Street light poles or standards may be served by underground cables and overhead throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground. In the easement areas designated for the general utility services on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement areas.
- Except to houses on lots described in paragraph "1" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or natural gas main 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 such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereupon be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the electric entrance on the structure.
- The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement areas shown on the plat, or otherwise for the best of discretion for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
- The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner of each lot or its agents or contractors.
- The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, the developer and the owner of each lot agree to be bound hereby.

C. Repair and Replacement of Sewer Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains or public storm sewer. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would obstruct, endanger, threaten or harm any public utilities located within said easements or right-of-way. If it is determined that any trees or shrubbery located within said easements or right-of-way are interfering or endangering utilities in said easements or right-of-way, the City of Bixby or the suppliers of electric, telephone, cable television or gas service within the Property shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

- Tulsa County or its successors, through its proper agents and employees, shall at all times have right of access with such equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
- Tulsa County, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
- The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. With the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.
- The foregoing covenants concerning the public storm sewer system shall be enforceable by Tulsa County, or its successors as the developer, and the owner of each lot agree to be bound hereby.

SECTION 2. RESTRICTIONS AND PROTECTIVE COVENANTS. For the purpose of providing an orderly development of the Addition and for maintaining conformity with the improvements on the Addition, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Addition.

ARCHITECTURAL GUIDELINES

- DEVELOPER its successor(s) or assigns, shall execute authority to:
 - Approve all plans for any structure to be built on any lot;
 - Be responsible for interpreting the development and construction standards contained herein;
 - Require that, no building or improvements may be commenced on any lot in the addition without first obtaining the written approval from Tulsa County. The architectural plans to be submitted and approved by Tulsa County shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the addition:
 - An accurate site plan;
 - An accurate floor plan;
 - All exterior elevations;
 - Any other plans or information requiring the approval of Tulsa County or its representatives pursuant to Section 1 of this Deed of Dedication.
- The Developer its successor(s) or assigns shall have the right to enter upon any lot and any dwelling or improvements thereon at any time during construction, with or without notice to the lot owner or his contractors, for the purpose of inspecting any improvements being constructed thereon, to determine if said improvements are in compliance with the approved plans and specifications, the architectural guidelines and live covenants.
- No warranty as to Plans. Notwithstanding anything herein to the contrary, the Developer, its successor(s) or assigns shall not be liable for any misinterpretation, approval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, residential equipment compliance or code violations. The approval, disapproval or failure to approve any building plans shall not be deemed a waiver of any restrictions unless the Developer, its successor(s) or assigns is herein authorized to grant the waiver. It is the responsibility of each lot owner, and not the Developer, its successor(s) or assigns, to insure their subject lot, and all improvements thereon, are and shall be in full compliance with all relevant codes, standards and requirements and covenants and restrictions imposed upon the Addition.

RESIDENTIAL DWELLING AND LOT IMPROVEMENTS. In addition to the Architectural Guidelines, the following standards shall apply to all dwellings and improvements in the Addition:

- Dwellings. Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:
 - Dwelling Size. All single story dwellings shall have a minimum living space of at least 2,000 square feet. Any in excess of a single story shall have a minimum living space of 1,500 square feet at the lower level and a total minimum living space of at least 2,200 square feet. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.

b. Masonry. All dwellings shall have at least seventy percent (70%) of exterior walls (walls comprised of masonry). The front exterior walls of the dwelling shall be a minimum of brick, stone or masonry floor plate line; provided, however that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. The Developer reserves the right to permit gravel, brick, or similar exterior construction material in lieu of brick, stone or stucco. All exposed foundations shall be of masonry, brick, stone or stucco.

c. Patio Covers and Carports. All patio covers and carports shall be an integral part of the residence such that they are contained within the footprint and shall be constructed with the same design, shingle color and materials as the residence.

d. Driveways. All driveways into a lot from any street shall not be less than twelve (12) feet in width and shall extend to the edge of the street surface material. Each driveway will have a hardwax constructed to (0007) Oklahoma Department of Transportation Standards. The drainage culverts under the driveway shall be made of CMP or 10"ID pipe or equal or better. The ends of such culverts shall not extend beyond the house. The diameter of such culverts shall be approved by Oklahoma Department of Transportation and such culverts shall be carefully set on grade so as to permit the free flow of storm water through the culvert.

e. Roof Materials, Pitch. The roof of the dwelling shall have a pitch of at least 8/12 over 75 percent of the total roof area, and none of the roof areas shall have a pitch of less than 6/12. Roof materials shall be Heritage II or equal composition shingles and/or metal roofs and shall be dark earth tone in color to resemble weathered wood. All external roof vents and plumbing shall be painted to match the color of the dwelling.

f. Chimneys. All chimneys shall contain a brick veneer or masonry conforming to the dwelling up to the bottom plate-line.

g. Vents and Chimney Caps. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.

2. Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property line than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard:	100 feet
Side yard:	20 feet
Rear side yard:	50 feet
Backyard:	100 feet

- Outbuildings. All outbuildings shall be erected and maintained even with or behind the front line of the residence. All outbuildings are to be constructed of colored metal, masonry, brick, stone, wood or stucco. No existing or off-site built structure shall be moved onto or placed on any lot unless approved in writing by the Developer, its successor(s) or assigns. Outbuildings greater than 5000 sq ft must be approved by the Developer, its successor(s) or assigns and Tulsa County.
- No mobile homes or manufactured housing units shall be maintained, allowed, or permitted on any lot in "DEERFIELD CREEK".
- Antennas. No television, radio, or other antennas, nor no reception devices exceeding eighteen (18) inches in diameter shall be constructed or maintained on any lot. Cellular towers or other communications facilities of substantial size are prohibited.

LOT USE AND RESTRICTIONS

- Lot Use. Lots shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purposes; provided, however, the Developer may permit a mobile home or similar sales office to be employed and maintained by a builder, for a fixed time period, at the Developer's sole discretion. No residential lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds three (3) stories in height. Structures not meeting a specific building code indicated by Tulsa County may not be constructed on any lot.
- Noise/Nuisance. No nuisance or offensive activity of any sort shall be permitted nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, burn, whistle, bell, or other sound device, except security and fire devices used exclusively for security or fire purposes, shall be located, used or placed on a residential lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

11.6

1. Animals.

Horses and cats may be maintained, pasture and kept on a lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. Hogs/pigs are not allowed to be kept on any lot.

4. Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthy and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property.

5. Wind Generators. No wind generators shall be installed on any lot.

6. Swimming Pools. Above-ground pools are prohibited, unless approved by the Developer. All pool service equipment shall be fenced.

7. Clothes Lines. The drying of clothes in public view is prohibited.

8. Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored or parked within the Addition.

9. Storage. No outside storage or keeping of building materials, or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing. Inoperative vehicles or machinery shall be stored in an enclosed garage.

10. Vehicles

A maximum of (2) recreational vehicles, travel trailers and boats, or any combination thereof (collectively "Recreational Vehicles") shall be stored outside on any lot. The same shall be stored or parked for extended periods of time even with or behind the residence. Recreational vehicles in excess of two (2), must be stored in an enclosed garage or outbuilding.

11. Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than twelve (12) square feet.

12. Waste. No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street.

13. Compliance with Code. All residential lots are subject to the uses, restrictions, building codes and requirements of Tulsa County.

SECTION III. DEVELOPER'S RESERVED RIGHTS

1. In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this DEERFIELD CREEK Declaration of Dedication, Developer shall have the rights and powers set forth in this Section III. Anything in this Declaration to the contrary notwithstanding, the provisions set forth in this Article shall govern.

2. Promotion of DEERFIELD CREEK. In connection with the promotion, sale or rental of any improvements upon any property in the subdivision, Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, or to such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking area, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable.

3. Construction on the Property within the Addition. Developer is hereby granted the right and power to make such improvements to any lot within the Addition as Developer deems to be necessary or appropriate. Developer may permit such builders and after establishing access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such Property and the right to store construction equipment and materials on such Property without the payment of any fee or charge whatsoever.

4. Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Declaration under this Declaration.

SECTION IV. ENFORCEMENT

1. GOVERNING DOCUMENTS. The Addition's governing documents shall consist of the following documents as they may be amended: (a) This Plat and Deed of Dedication,

The Governing Documents apply to all lot owners and occupants of the property within the Addition as well as to other respective tenants, guests and invitees. If a dwelling on a lot is leased, the lease shall provide that the tenant and all occupants of the leased lot are bound by and obligated to comply with the Governing Documents. If any court should determine any provision of the Governing Documents is invalid or should be equated in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.

2. ENFORCEMENT

Every owner and occupant of a lot shall comply with the requirements and restrictions of the Plat and Deed of Dedication. The provisions of Section I, hereof may be enforced by Tulsa County or the Developer. The provisions of Section II, hereof may be enforced by the Developer at the owner's own risk.

3. CORRECTION AND REMEDY

In the event that the owner of any lot shall violate any covenant herein, the Developer shall have the right, upon five (5) days advance notice to the owner of the lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said lot to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed pursuant to the provisions of 42 Oklahoma Statutes Sections:

SECTION V. MISCELLANEOUS, AMENDMENT

1. NO WAIVER

The failure of the Developer, owner, or any grantee, or any successor in title, to enforce any given restriction, limitation, covenant, condition or other provision herein shall be deemed to be a waiver or relinquishment of any right of remedy, nor a modification of these restrictions and protective covenants.

2. SEVERABILITY

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Developer makes no warranty, expressed or implied, regarding the addition, including (without limitation) any representation that the sufficiency of all of the improvements, including without limitation any express or implied warranty of merchantability, suitability, fitness, fitness or suitability for any particular purpose or use or any warranty of quality.

4. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Developer, and the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen (15) year period by an instrument signed by the Developer, its successor(s) or assigns and thereafter at any time by an instrument signed by the Developer, its successor(s) or assigns. Any amendment must be properly recorded with the Tulsa County Clerk. Notwithstanding the foregoing or anything hereon herein to the contrary, the Developer, its successor(s) or assigns, reserves the right to grant variances from any term, covenant or restriction of this Plat, Deed of Dedication and Restrictive Covenants, provided hereby and the following Special 5 Special Amendment, may be amended as follows:

5. SPECIAL AMENDMENT

This Declaration may be amended unilaterally by Developer at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by an institution of governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this declaration, (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration, (iv) to correct errors and make clarifications or additions to this declaration, or (v) to modify or add to the provisions of this declaration in adequately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the responsibility of its. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of acquisition or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the restriction of, the power to Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at the time the Developer has sold all of its lots in the addition, after which time such amendments can be made by the approval of at least four (4) of the seven (7) lots in the Addition by written instrument filed in the records of the County Clerk of Tulsa County, Oklahoma.

In witness whereof, Shane Roller, has executed this instrument this _____ day of _____, 2018.

Owner of Lots 2,3,4,5,6,7, Block 1
RNC Real Estates, LLC

By: Shane Roller, Manager

STATE OF OKLAHOMA)
) SS:

Before me, a Notary Public in and for said state and county, on this _____ day of _____, 2018, personally appeared Shane Roller to me known to be the identical person who subscribed the name of RNC Real Estate, LLC, an Oklahoma Limited Liability Company, to the foregoing instrument as Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written,

My commission expires: _____
Notary Public

Commission No. _____

In witness whereof, Blake Palomason and Samantha A. Palomason, husband and wife, owners of Lot 1, Block 1, have executed this instrument this _____ day of _____, 2018.

Blake Palomason

Samantha A. Palomason

By: Owner of Lot 1, Block 1

By: Owner of Lot 1, Block 1

STATE OF OKLAHOMA)
) SS:

Before me, a Notary Public in and for said state and county, on this _____ day of _____, 2018, personally appeared Blake Palomason and Samantha A. Palomason, husband and wife, to me known to be the identical persons who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written,

My commission expires: _____
Notary Public

Commission No. _____

SURVEYOR'S CERTIFICATE

I, Darrell Bible, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, owning, and mapping of the land, that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it, and that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 2018

Darrell Bible, P.L.S. #1731
C.R. No. 6588

Exp. 6-30-18

STATE OF OKLAHOMA)
) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2018, personally appeared Darrell Bible, to me known to be the identical person who executed 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 therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____

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