



**DECLARATION OF SUBDIVISION PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS AND EASEMENTS FOR**

**SILVER CREEK COMMERCIAL  
CITY OF OWASSO, TULSA COUNTY, OKLAHOMA**

THESE RESTRICTIONS, covenants, limitations and easements are made by the owner(s) and successor developer, (hereinafter the "Developer") and apply to the following property located in the City of Owasso, Oklahoma, more particularly described as follows:

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-one (21), Township Twenty-one (21) North, Range Fourteen (14) East of the I.B.&M., Tulsa County, Oklahoma, described by metes and bounds as follows:

BEGINNING at an iron pin found at Southeast Corner of said Section 21;  
Thence North 89°46'68" West a distance of 497.29 feet to a p.k. nail;  
Thence North 00°01'04" East a distance of 330.72 feet to a 3/8" iron pin with cap;  
Thence North 45°01'04" East a distance of 172.32 feet to a 3/8" iron pin with cap;  
Thence South 89°46'48" East a distance of 375.44 feet to a p.k. nail and a point in the East line of said Southeast Quarter (SE/4);  
Thence South 00°01'04" West along said East line a distance of 453.00 feet to the Point of Beginning containing 5.0 acres of land, more or less.

For the purpose of providing an orderly development of the entire addition above described, and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves, our successors in title to said premises, we, the owners do hereby impose the following restrictions and reservations on the above described lands.

All tracts of land included in the above described tract shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charge hereinafter set forth, and they shall be construed a part a part of the conveyance of any lots in any subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said subdivision and they shall run with the land and inure to the benefit of and be enforceable by the owner or owners of any land or lots included in the above described tract, their respective legal representatives, heirs, successors, grantees and assigns. Owner or Owners, present or future, of any land or lot included in said subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof, but there shall be no right reversion or forfeiture of title resulting from such violation. The Restrictions and limitations imposed upon said addition are as follows:

1. Overhead poles may be located along the east and south perimeter of the subdivision **SILVER CREEK COMMERCIAL** as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat.
2. All supply lines in the Subdivision including electric, telephone, and cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
3. Underground service cables and gas service lines to all structures which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.
4. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.
5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric 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 gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, and cable television or gas services.

6. Mutual driveway access is hereby established in, over and across the property lines of lots 1 and 2 as shown on the final plat of Silver Creek Commercial. In the event the undersigned, its successors or assigns shall sell, convey or lease any or all of the above mentioned parcels, it shall at the time of such conveyance or lease (a) grant to the grantee or lessee of the property so conveyed or leased an easement for and right of joint use of that portion of the applicable common driveway above described located on the adjacent lot which is being retained in ownership, and (b) reserve for itself and its successors or assigns for the right of joint use of that portion of the common driveway which is located on the parcel being conveyed or leased.

6.1 The maintenance of the improvements constructed on any of the two common driveways above described shall be borne of the fee owners of the two parcels upon which the subject driveway to be improved or repaired is located.

6.2 The undersigned, its successors and assigns shall hold harmless the City of Owasso, Oklahoma, its officers and employees from and against any and all claims, demands, suits or actions for personnel injury, including death, or property damage arising out of or incurred as a result of the construction and maintenance of the driveway facilities to be constructed on said private mutual easement.

7. Detention Pond Maintenance. With regards to the detention pond, Developer shall in accordance with the plat: (a) maintain the Detention Pond which includes but not limited to: removal of trash and debris, utility cost, pond and pump maintenance, mowing, silt removal, dredging, and other necessary maintenance and landscaping for any erected improvements within and surrounding the Detention Pond and (b) pay before delinquent the real property taxes assessed upon the Detention Pond.

7.1 Developer Assignment/Termination of Detention Pond Maintenance Obligations. In accordance with the terms of the Plat, Developer will initially be the "Responsible Party" (herein referred to as such) for maintaining the detention Pond, however, Developer reserves the right to convey the Detention Pond responsibilities to the Property Owners Association or a group or an individual owner that owns a lot or lots within the plat.

7.2 The undersigned, its successors and assigns shall hold harmless the City of Owasso, Oklahoma, its officers and employees from and against any and all claims, demands, suits or actions for personnel injury, including death, or property damage arising out of or incurred as a result of the construction and maintenance of the Detention Pond facilities to be constructed.

