

Crossbow Center II

A RESUBDIVISION OF LOT 1, BLOCK 1 CROSSBOW CENTER ADDITION; AND LOTS 1 & 2, BLOCK 1 JENNY MARIE ADDITION; AND PART OF LOT 1. BLOCK 1 CHRIS-DEE ADDITION, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT H W ALLEN CO., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PART OF LOT ONE (1) BLOCK ONE (1), "CROSSBOW CENTER ADDITION" (PLAT NO. 3537), AND A PART OF LOT ONE (1) BLOCK ONE (1) "CHRIS-DEE ADDITION" (PLAT NO. 2898), AND A PART OF LOTS ONE (1) AND TWO (2) BLOCK ONE (1), "JENNY MARIE" (PLAT NO. 2882), ALL BEING ADDITIONS TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLATS THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 1, "CHRIS-DEE ADDITION", SAID POINT ALSO BEING ON THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARNETT ROAD; THENCE SOUTH 01°25'02" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 256.33 FEET TO A POINT; THENCE SOUTH 04°17'43" WEST AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 80.37 FEET TO A POINT; THENCE SOUTH 01°25'02" EAST AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 244.22 FEET TO A POINT; THENCE SOUTH 43°36'10" WEST AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 41.32 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 41ST STREET SOUTH, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 1, BLOCK 1, "JENNY MARIE"; THENCE SOUTH 88°37'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 673.84 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 1 BLOCK 1, "CROSSBOW CENTER ADDITION"; THENCE NORTH 01°21'10" WEST FOR A DISTANCE OF 233.22 FEET; THENCE NORTH 88°38'50" EAST FOR A DISTANCE OF 38.01 FEET; THENCE NORTH 01°21'26" WEST FOR A DISTANCE OF 70.31 FEET; THENCE NORTH 88°37'04" EAST FOR A DISTANCE OF 61.15 FEET: THENCE NORTH 01°21'10" WEST FOR A DISTANCE OF 306.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 BLOCK 1. "CROSSBOW CENTER ADDITION"; THENCE NORTH 88°37'32" EAST ALONG AND THROUGH SAID NORTH LINE, FOR A DISTANCE OF 611.23 FEET TO THE POINT OF BEGINNING.

AND THAT H W ALLEN CO., LLC. HERINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, AND RESERVES IN CONFORMITY WITH THE ACCOMPANYING PLAT AND HAVE DESIGNATED THE SUBDIVISION AS "CROSSBOW CENTER II," A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA HEREAFTER "CROSSBOW CENTER II" OR THE "SUBDIVISION".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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 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 AFORESAID, PROVIDED HOWEVER, THE OWNER 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 RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE:

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG 41ST STREET AND GARNETT ROAD. 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 DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- 2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN. SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED

BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON SUCH LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE EXTENDING FROM SUCH GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- 3. 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.
- 4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH 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 RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THE OWNER OF THE LOT'S AGENTS OR CONTRACTORS.
- 5. 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

C. GAS SERVICE:

- 1. 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.
- 2. 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 RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.
- 3. 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, SANITARY SEWER, AND STORM SEWER SERVICE:

- 1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- 2. WITHIN THE UTILITY EASEMENTS. AND RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- 3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS 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, THEIR AGENTS OR CONTRACTORS.
- 4. THE CITY OF TULSA, AND ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND RESTRICTED WATERLINE 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, SANITARY SEWER, OR STORM SEWER FACILITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF TULSA. OKLAHOMA. OR ITS SUCCESSORS. AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. RESTRICTED WATERLINE EASEMENT:

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENT" ("RWE") FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT FOR THE USES AND PURPOSES AFORESAID.

F. 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. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNERS WITHIN THE SUBDIVISION AND BY THE CITY OF TULSA, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS:

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

H. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 41ST STREET SOUTH AND SOUTH GARNETT ROAD 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 CITY OF TULSA, OKLAHOMA, 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 THE CITY OF TULSA.

I. MUTUAL ACCESS EASEMENT:

THE OWNER HEREBY GRANTS AND ESTABLISHES A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT ON. OVER AND ACROSS THE AREA DEPICTED ON THE PLAT AS "MAE" FOR THE PURPOSES OF PERMITTING THE OWNER OF EACH LOT IN CROSSBOW CENTER II AND THE OWNER OF LOT 1, BLOCK 1 CROSSBOW CENTER ADDITION (PLAT#3537), THEIR RESPECTIVE GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS TO HAVE VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE TO AND FROM THE LOTS WITHIN "CROSSBOW CENTER II" AND TO AND FROM LOT 1, BLOCK 1 "CROSSBOW CENTER ADDITION", AND TO AND FROM THE PUBLIC STREETS ADJACENT TO "CROSSBOW CENTER II". THE MUTUAL ACCESS EASEMENTS SHALL BE FOR THE SOLE AND EXCLUSIVE USE AND BENEFIT OF THE OWNER OF EACH LOT WITHIN "CROSSBOW CENTER II" AND THE OWNER OF LOT 1, BLOCK 1 "CROSSBOW CENTER ADDITION", AND THEIR RESPECTIVE GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS AND SHALL BE APPURTENANT TO THE OWNERSHIP OF EACH SUCH LOT.

J. SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER ALONG ALL ARTERIAL STREETS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS AND DESIGN STANDARDS OF THE CITY OF TULSA, AND SHALL HEREAFTER BE MAINTAINED IN ACCORDANCE WITH SUCH STANDARDS, SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE CITY OF TULSA WITHIN THE SIDEWALK EASEMENTS (S/E) DEPICTED ON THE FACE OF THE PLAT AND SHALL BE FOR THE PURPOSE OF PROVIDING PEDESTRIAN ACCESS ACROSS ALL LOTS WITHIN THE SUBDIVISION, FOR THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THEIR GUESTS AND INVITEES. EACH LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF THE SIDEWALK ON THEIR LOT. IN THE EVENT THAT THE SIDEWALK IS NOT MAINTAINED WITHIN A LOT, THE PROPERTY OWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ENTER THE LOT AND REPAIR SAID SIDEWALK. THE SIDEWALK EASEMENT WHERE LOCATED WITHIN A UTILITY EASEMENT, SHALL NOT PRECLUDE ANY RIGHT OF THE CITY OF TULSA OR AUTHORIZED UTILITY SERVICE PROVIDERS FROM ACCESSING THEIR UTILITY.

K. CERTIFICATE OF OCCUPANCY RESTRICTIONS:

NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

L. OVERLAND DRAINAGE EASEMENTS:

- 1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- 2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF

THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

- 3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA.
- 4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

SECTION II. RESERVE AREAS

A. RESERVE AREA "A"

RESERVE AREA "A", AS SHOWN 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. THE OWNER HEREBY GRANTS TO THE CITY OF TULSA, OKLAHOMA. THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE RESERVE AREA "A" AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING. BUT NOT LIMITED TO, POLICE, FIRE AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT. PAVING WITHIN RESERVE AREA "A" SHALL BE MAINTAINED AT A SUFFICIENT WIDTH TO PROVIDE ACCESS TO POLICE. FIRE AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

SECTION III. CROSSBOW CENTER II PROPERTY OWNER'S ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER SHALL CAUSE TO BE FORMED THE CROSSBOW CENTER II PROPERTY OWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"). THE ASSOCIATION SHALL BE A PROPERTY OWNERS' ASSOCIATION COMPRISED OF THE OWNERS OF THE LOTS WITHIN CROSSBOW CENTER II TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND 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 MAY 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 OF PROPERTY AND 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, THE CITY AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE ADDITION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION IV. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, CROSSBOW CENTER II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 801) AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES. AS THE SAME EXISTED ON OCTOBER 23, 2013, WHICH PUD NO. 801 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON OCTOBER 2, 2013, AND BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA ON OCTOBER 23, 2013.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTION FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF TULSA, OKLAHOMA.

THEREFORE THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

ALL PROPERTY WITHIN THE CROSSBOW CENTER II SUBDIVISION PURSUANT TO PUD NO. 801 SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED ON OCTOBER 23,

DEVELOPMENT STANDARDS

GROSS LAND AREA:	468,911 SF	10.765 AC
	397,425 SF	9.124 ACR

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT AND SPECIAL EXCEPTION IN THE CS -COMMERCIAL SHOPPING DISTRICT, EXCEPT USE UNIT 12A - ADULT ENTERTAINMENT ESTABLISHMENT, AND USES OF A NATURE CUSTOMARILY ACCESSORY THERETO.

MAXIMUM BUILDING FLOOR AREA: 175,000 SF

MAXIMUM BUILDING HEIGHT:

* ARCHITECTURAL ELEMENTS (ELEMENTS EXTENDING ABOVE THE BUILDING ROOFLINE) UP TO 50 FT FOR UNOCCUPIED ARCHITECTURAL FEATURES SHALL BE SUBJECT TO DETAILED SITE PLAN APPROVAL.

35 FT *

OFF-STREET PARKING:

PURSUANT TO SECTION 1106. "OFF-STREET PARKING AND LOADING." OF THE TULSA ZONING CODE, OFF-STREET PARKING ON THE LOTS IN CROSSBOW CENTER II MAY BE IN COMMON AND WHEN CALCULATED IN THE AGGREGATE WILL PROVIDE AT LEAST THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED BY THE APPLICABLE USE UNITS OF THE TULSA ZONING CODE FOR ALL OF THE LOTS IN THE SUBDIVISION.

MINIMUM BUILDING SETBACKS:

FROM THE NORTH BOUNDARY:	30 FT
FROM THE EAST BOUNDARY:	50 FT
FROM THE SOUTH BOUNDARY:	50 FT
FROM THE WEST BOUNDARY:	10 FT
FROM INTERNAL LOT LINES:	0 FT

LANDSCAPED AREA:

A MINIMUM OF 15% OF THE AREA OF THE SUBDIVISION WILL BE LANDSCAPED SPACE. NEITHER THE AREA NORTH OF THE EXISTING BUILDING NOR STREET RIGHT-OF-WAY WILL BE COUNTED AS CONTRIBUTING TO THE MINIMUM REQUIRED LANDSCAPING. THE MINIMUM LANDSCAPED AREA OF EACH LOT SHALL BE ESTABLISHED AT DETAIL SITE PLAN REVIEW.

ALL LOTS OR PARCELS WILL MEET OR EXCEED THE MINIMUM TREE REQUIREMENTS AS DEFINED IN THE LANDSCAPE CHAPTER OF THE ZONING CODE AND NOTED BELOW:

- 1. NO PARKING SPACE WILL BE FURTHER THAN 75 FEET FROM ANY GREENSPACE WITH A TREE IN EACH REQUIRED GREEN SPACE. THE GREEN SPACE SHALL BE A MINIMUM OF 100 SQUARE FEET.
- 2. THE TREE SIZE AND SPECIES SHALL MEET OR EXCEED THE MINIMUM STANDARDS AS DEFINED IN THE LANDSCAPE SECTION OF THE CODE.
- 3. TREES REQUIRED IN THE STREET YARD SHALL MEET OR EXCEED THE MINIMUM STANDARDS DEFINED IN THE LANDSCAPE CHAPTER OF THE ZONING CODE.

SHEET 2 OF 3

DATE OF PREPARATION: MARCH 09, 2015

MAR 18 2015 Tulsa Metropolitam Area Planning Commission

Crossbow Center II

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A RESUBDIVISION OF LOT 1, BLOCK 1 CROSSBOW CENTER ADDITION; AND LOTS 1 & 2, BLOCK 1 JENNY MARIE ADDITION; AND PART OF LOT 1, BLOCK 1 CHRIS-DEE ADDITION, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

IGNAGE

SIGNS WITHIN THE SUBDIVISION SHALL BE LIMITED TO THE FOLLOWING:

GROUND SIGNS

ONE GROUND SIGN WILL BE PERMITTED ON EACH LOT WITH FRONTAGE ON EAST 41ST STREET SOUTH AND SOUTH GARNETT ROAD WITH A MAXIMUM OF TWO (2) SF OF DISPLAY AREA PER LINEAR FOOT OF LOT FRONTAGE AND 25 FT IN HEIGHT.

THE EXISTING GROUND SIGN CURRENTLY BEING USED FOR DELTA CAFÉ MAY EXCEED THE 25 FT HEIGHT REQUIREMENT. SUCH SIGN SHALL BE USED FOR THE RESTAURANT USE AND MAY BE MAINTAINED AND REFACED. IF AT ANY TIME SUCH SIGN IS STRUCTURALLY MODIFIED, DESTROYED OR DEMOLISHED FOR ANY REASON, THE REPLACEMENT SIGN MUST BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS OUTLINED HEREIN.

MONUMENT SIGNS

ONE MONUMENT SIGN AT THE COMMON ENTRY POINT INTO THE SUBDIVISION FROM EAST 41ST STREET SOUTH AND ONE MONUMENT SIGN AT THE COMMON ENTRY POINT OF THE SUBDIVISION FROM SOUTH GARNETT ROAD IDENTIFYING BUSINESSES WITHIN THE SUBDIVISION WITH A MAXIMUM OF 400 SF OF DISPLAY SURFACE AREA FOR EACH SIGN AND 30 FT IN HEIGHT.

WALL SIGNS

WALL SIGNS SHALL NOT EXCEED 2 SF OF DISPLAY SURFACE AREA PER LINEAL FOOT OF BUILDING WALL TO WHICH ATTACHED. THE LENGTH OF THE WALL SIGNS SHALL NOT EXCEED 75% OF THE FRONTAGE OF THE BUILDING.

LIGHTIN

ALL LIGHT STANDARDS INCLUDING BUILDING MOUNTED SHALL BE HOODED AND DIRECTED DOWNWARD AND AWAY FROM THE BOUNDARIES OF THE SUBDIVISION. SHIELDING OF OUTDOOR LIGHTING SHALL BE DESIGNED SO AS TO PREVENT THE LIGHT PRODUCING ELEMENT OR REFLECTOR OF THE LIGHT FIXTURE FROM BEING VISIBLE TO A PERSON STANDING AT GROUND LEVEL IN AN ADJACENT RESIDENTIAL AREA. COMPLIANCE WITH THESE STANDARDS SHALL BE VERIFIED BY APPLICATION OF THE KENNEBUNKPORT FORMULA OR OTHER ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) RECOMMENDED PRACTICE WHICH WILL VERIFY COMPLIANCE WITH THE TULSA ZONING CODE LIGHTING STANDARDS. CONSIDERATION OF TOPOGRAPHY MUST BE CONSIDERED IN THESE CALCULATIONS.

TRASH AND MECHANICAL EQUIPMENT AREAS:

ALL TRASH, MECHANICAL AND EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS OR EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS) INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN BY A PERSON STANDING AT GROUND LEVEL.

SCREENING:

SCREENING STANDARDS FOR THE SUBDIVISION SHALL MEET OR EXCEED THE STANDARDS FOR SCREENING OUTLINED WITHIN THE TULSA ZONING CODE FOR AREAS ZONED CS - COMMERCIAL SHOPPING DISTRICT.

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 OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I AND SECTION II ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I AND SECTION II WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III. CROSSBOW CENTER PROPERTY OWNER'S ASSOCIATION, INC., SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT IN THE SUBDIVISION AND THE ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT IN THE SUBDIVISION 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. THE COVENANTS CONTAINED IN SECTION IV PLANNED UNIT DEVELOPMENT STANDARDS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT IN CROSSBOW CENTER II AND THE PROPERTY OWNERS' ASSOCIATION. 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 CROSSBOW CENTER II OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THIS PLAT AND/OR TO RECOVER 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. DURATIO

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 THAT 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. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT 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 CITY OF TULSA, OKLAHOMA.

THE COVENANTS CONTAINED WITHIN SECTION IV, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR.

THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY

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 HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 18 DAY OF Mach 2015.

H W ALLEN CO., LLG, AN OKLAHOMA LIMITED LIABILITY COMPANY

PHIL ALLEN, MANAGER

STATE OF OKLAHOMA)) SS

COUNTY OF TULSA)

COUNTY OF TULSA

OMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A 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 B DAY OF MAN, 2015.

BY:

DAN E. TANNER, PLS

OKLAHOMA NO. 1435

DAN EDWIN

TANNER

1435

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE DAY OF MELL, 2015, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, 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

RECEIVED

MAR 1 8 2015

Tulsa Metropolitan Area

Planning Commission

Crossbow Center II
SHEET 3 OF 3

DATE OF PREPARATION: MARCH 09, 2015