



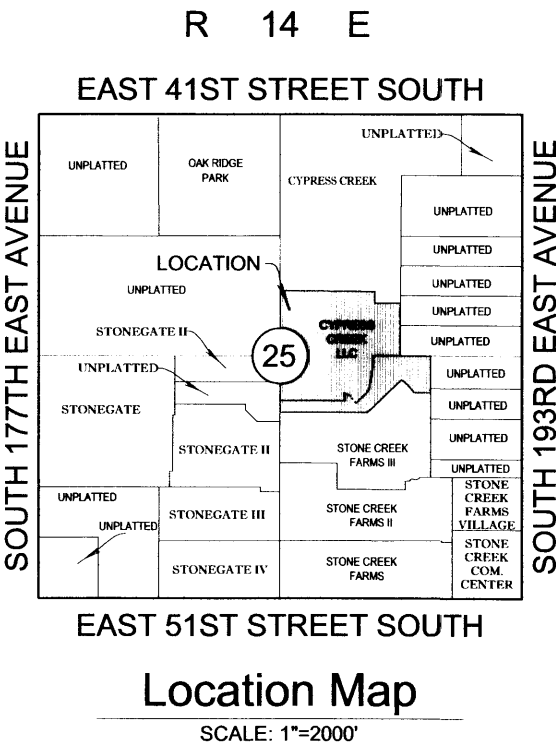
# Cypress Creek Estates

A SUBDIVISION IN THE NORTHEAST QUARTER (NE/4) AND THE  
SOUTHEAST QUARTER OF (SE/4) OF SECTION TWENTY-FIVE (25),  
TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE  
INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA  
PUD 830

## CERTIFICATE

I hereby certify that all real estate taxes involved in  
this plat have been paid as reflected by the current  
tax rolls. Security as required has been provided in  
the amount of \$16,355.00 per trust receipt no. Tax  
Roll to be applied to 2015 taxes. This certificate is  
NOT to be construed as payment of 2015 taxes in full  
but is given in order that this plat may be filed on  
record. 2015 taxes may exceed the amount of the  
security deposit.

Dated: 11/24/2015  
Dennis S. Brown  
Tulsa County Clerk  
By: *Carolyn Brown*  
Deputy



Owner / Developer  
CYPRESS CREEK RESIDENTIAL DEVELOPMENT, LLC.  
2608 WEST KENOSHA, #235  
BROKEN ARROW, OKLAHOMA 74012  
PHONE: (918) 451-8144  
FAX: (918) 355-4441  
EMAIL: STEVEBROWNHOMES@HOTMAIL.COM  
CONTACT: MR. STEVE BROWN

Engineer / Surveyor  
HRAOK, INC.  
1913 WEST TACOMA, SUITE A  
BROKEN ARROW, OKLAHOMA 74012  
PHONE: (918) 258-3737  
FAX: (918) 258-2544  
EMAIL: CHALL@HRAOK.COM  
C.A. #3643 EXPIRES JUNE 30, 2017

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT NO.	AREA (SF)	LOT NO.	AREA (SF)	LOT NO.	AREA (SF)	LOT NO.	AREA (SF)	LOT NO.	AREA (SF)
1	8566.44	5	9005.64	31	7578.44	16	7812.74	1	9240.87
2	8250.00	6	8955.85	32	8328.21	17	8876.93	2	8125.00
3	8250.00	7	7921.52	33	9653.07	1	9240.87	3	8125.00
4	8250.00	8	8167.99	34	10589.88	2	8593.75	4	8125.00
5	8250.00	9	8371.43	35	12403.47	3	8593.75	5	8125.00
6	8904.03	10	9147.73	1	7989.33	4	8593.75	6	8125.00
1	8567.92	11	8302.50	2	8290.63	5	8593.75	7	8125.00
2	8281.25	12	8302.50	3	8549.49	6	8593.75	8	8499.38
3	8281.25	13	8302.50	4	8550.89	7	8593.75	9	7870.02
4	8281.25	14	8302.50	5	8550.89	8	8185.80	10	9197.47
5	8281.25	15	8302.50	6	9732.29	9	9001.70	11	9594.13
6	9150.72	16	8302.50	7	9732.29	10	9109.14	12	9491.01
1	8643.24	17	9240.87	2	9081.66	11	11514.69	13	9023.82
2	8647.09	18	9240.87	3	14416.69	12	9262.53	14	8125.00
3	8650.78	19	8302.50	4	8802.25	13	8284.55	15	8125.00
4	8654.46	20	8302.50	5	7342.73	14	8593.75	16	8125.00
5	8658.78	21	8302.50	6	7842.06	15	8593.75	17	8125.00
6	9010.40	22	8302.50	7	7839.13	16	8593.75	18	8125.00
7	10056.67	23	8302.50	8	7836.20	17	8593.75	19	8125.00
8	9488.87	24	8302.50	9	7833.27	18	8593.75	20	9240.87
9	7781.33	25	8955.62	10	7830.34	19	8593.75		
10	16781.59	26	8375.38	11	7827.40	20	9240.87		
1	9120.20	27	7801.10	12	7824.47				
2	7938.05	28	7599.96	13	7821.54				
3	7936.03	29	10849.34	14	7818.61				
4	7997.24	30	9199.16	15	7815.68				

## Land Summary

SUBDIVISION CONTAINS ONE HUNDRED AND  
NINETEEN (119) LOTS IN BLOCKS (8) BLOCKS AND  
THREE (3) RESERVES

BLOCK 1 6 LOTS  
BLOCK 2 6 LOTS  
BLOCK 3 10 LOTS  
BLOCK 4 35 LOTS  
BLOCK 5 6 LOTS  
BLOCK 6 17 LOTS  
BLOCK 7 20 LOTS  
BLOCK 8 19 LOTS  
SUBDIVISION CONTAINS 1,774,387.53 SF / 40.73 AC

## Legend

B/L BUILDING SETBACK LINE  
U/E UTILITY EASEMENT  
[1234] STREET ADDRESS  
IPF IRON PIN FOUND  
IPS IRON PIN SET

## Notes

ADDRESSES SHOWN ON THIS PLAT WERE  
ACCURATE AT THE TIME THIS PLAT WAS FILED.  
ADDRESSES ARE SUBJECT TO CHANGE AND  
SHOULD NEVER BE RELIED ON IN PLACE OF  
LEGAL DESCRIPTION.

## Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING  
A 3/8" x 18" STEEL PIN WITH A PLASTIC CAP  
STAMPED "CA#3643" AT ALL CORNERS.

## Site Benchmark

3/8" REBAR-PLASTIC CAP STAMPED "HRA 1283", FOUND AT THE  
SOUTHEAST CORNER OF LOT 5, BLOCK 4, CYPRESS CREEK  
(PLAT NO. 6097) ELEVATION = 685.12' (NAVD 1988)

CURVE TABLE			
NUMBER	RADIUS	DELTA	ARC LENGTH
C1	25.00'	90°00'00"	39.27'
C2	25.00'	90°00'00"	39.27'
C3	25.00'	90°00'00"	39.27'
C4	25.00'	90°00'00"	39.27'
C5	335.00'	16°27'05"	96.19'
C6	385.00'	18°37'10"	125.11'
C7	25.00'	97°04'21"	42.36'
C8	25.00'	83°11'34"	36.30'
C9	400.00'	23°34'04"	164.95'
C10	350.00'	25°28'10"	155.59'
C11	305.00'	25°28'15"	135.59'
C12	355.00'	25°28'15"	157.81'
C13	50.00'	168°50'18"	147.34'
C14	250.00'	24°10'37"	105.49'
C15	200.00'	24°10'37"	84.39'
C16	50.00'	139°58'56"	122.07'
C17	56.00'	76°12'04"	74.48'
C18	545.00'	15°56'12"	151.59'
C19	495.00'	13°49'44"	119.47'
C20	25.00'	35°35'52"	15.53'
C21	25.00'	30°11'27"	13.17'
C22	75.00'	84°32'39"	110.67'
C23	125.00'	84°32'39"	184.45'
C24	365.00'	18°45'05"	119.45'
C25	315.00'	18°45'05"	103.09'
C26	50.00'	171°48'10"	149.93'
C27	25.00'	43°07'46"	18.78'
C28	25.00'	38°46'25"	16.92'
C29	12.00'	78°50'20"	16.51'
C30	25.00'	90°02'38"	39.29'
C31	25.00'	89°57'22"	39.25'

## Basis of Bearings

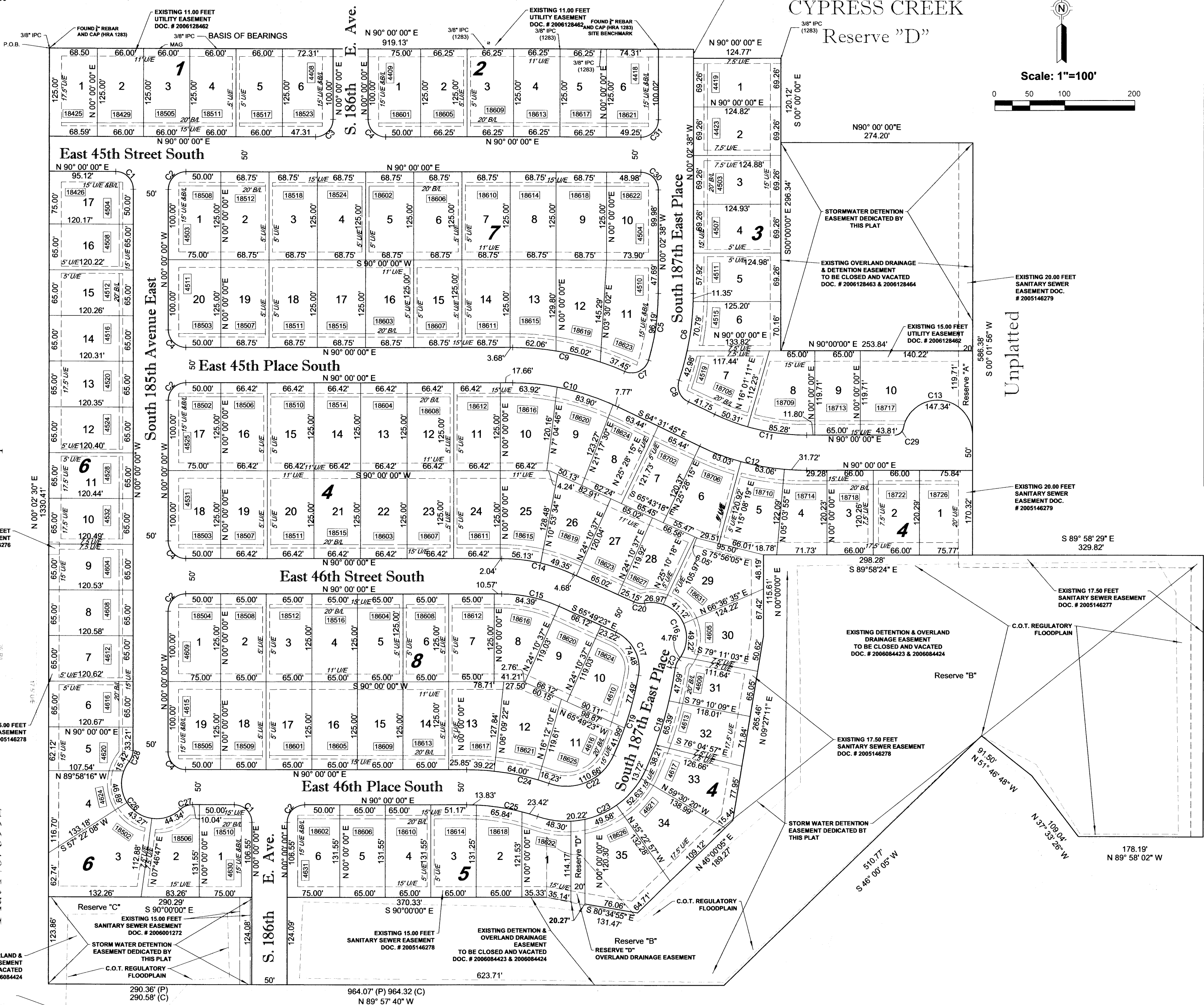
THE NON-ASTRONOMIC BEARINGS FOR SAID TRACT ARE BASED  
ON AN ASSUMED BEARING OF N 90°00'00" E, ALONG THE SOUTH  
LINE OF CYPRESS CREEK ACCORDING TO THE RECORDED PLAT  
THEREOF, PLAT NO. 6097, CITY OF TULSA, TULSA COUNTY,  
STATE OF OKLAHOMA.

## ADS Benchmark

5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-  
STAMPED "90", SET NORTHEAST OF THE INTERSECTION OF  
193RD E AVE, AND 51ST ST. ELEVATION = 686.248' (NAVD 1988)

P.O.C. - NW CORNER NE/4 SECTION 25  
NW CORNER CYPRESS CREEK

S 00°02'30" W  
1917.90'



FINAL PLAT ENDORSEMENT OF APPROVAL	
TULSA METROPOLITAN AREA PLANNING COMMISSION	
APPROVAL DATE	OCT 21 2015
<i>Susan Miller</i>	TMAPC/INCOG
<i>Michael P. Papp</i>	CITY ENGINEER
COUNCIL OF THE CITY OF TULSA, OKLAHOMA	
APPROVAL DATE	NOV 19 2015
<i>Randall</i>	CHAIRMAN
<i>Michael Papp</i>	MAYOR
ATTEST: CITY CLERK	
CITY ATTORNEY	
THE APPROVAL OF THIS FINAL PLAT WILL EXPIRE ONE YEAR FROM THE DATE OF CITY APPROVAL IF NOT FILED IN THE OFFICE OF THE COUNTY CLERK BEFORE THAT DATE.	



# Cypress Creek Estates

A SUBDIVISION IN THE NORTHEAST QUARTER (NE/4) AND THE  
SOUTHEAST QUARTER OF (SE/4) OF SECTION TWENTY-FIVE (25),  
TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE  
INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA  
PUD 830

## Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

CYPRESS CREEK RESIDENTIAL DEVELOPMENT, L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER THE "OWNER/DEVELOPER") IS  
THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, TO WIT:

A TRACT OF LAND SITUATED IN THE EAST HALF (E/2) OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN,  
TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 25, SAID NORTHWEST CORNER ALSO BEING  
THE NORTHWEST CORNER OF CYPRESS CREEK, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #6097);  
THENCE S 00° 02' 30" W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) AND THE WEST LINE OF SAID CYPRESS CREEK, A  
DISTANCE OF 1917.90 FEET, TO THE SOUTHWEST CORNER OF SAID CYPRESS CREEK, AND THE POINT OF BEGINNING;  
THENCE N 90° 00' 00" E, ALONG THE SOUTH LINE OF SAID CYPRESS CREEK, A DISTANCE OF 919.13 FEET;  
THENCE S 00° 02' 38" W, CONTINUING ALONG THE SOUTH LINE OF SAID CYPRESS CREEK, A DISTANCE OF 12.77 FEET;  
THENCE N 90° 00' 00" E, CONTINUING ALONG THE SOUTH LINE OF SAID CYPRESS CREEK, A DISTANCE OF 124.77 FEET;  
THENCE S 00° 00' 00" E, CONTINUING ALONG THE SOUTH LINE OF SAID CYPRESS CREEK, A DISTANCE OF 120.12 FEET;  
THENCE N 90° 00' 00" E, CONTINUING ALONG THE SOUTH LINE OF SAID CYPRESS CREEK, A DISTANCE OF 274.20 FEET TO A POINT ON THE EAST  
LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER (W/2, NE/4), AND THE SOUTHEAST CORNER OF SAID CYPRESS CREEK;  
THENCE S 00° 01' 56" W AND ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER (W/2, NE/4) A DISTANCE OF 586.38 FEET TO  
THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER (W/2, NE/4);  
THENCE S 89° 58' 29" E, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 329.82 FEET, TO THE NORTHEAST  
CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2, NW/4, NE/4,  
SE/4) OF SAID SECTION 25;  
THENCE S 00° 01' 50" W, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER (W/2, NW/4, NE/4, SE/4) OF SAID SECTION 25, A DISTANCE OF 400.00 FEET, TO THE NORTHEAST CORNER OF STONE CREEK  
FARMS III, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA (PLAT #6037);  
THENCE N 89° 58' 02" W, ALONG THE NORTH LINE OF SAID STONE CREEK FARMS III, A DISTANCE OF 178.19 FEET;  
THENCE N 37° 33' 26" W, CONTINUING ALONG THE NORTH LINE OF SAID STONE CREEK FARMS III, A DISTANCE OF 109.04 FEET;  
THENCE N 51° 46' 48" W, CONTINUING ALONG THE NORTH LINE OF SAID STONE CREEK FARMS III, A DISTANCE OF 91.50 FEET;  
THENCE S 46° 00' 05" W, CONTINUING ALONG THE NORTH LINE OF SAID STONE CREEK FARMS III, A DISTANCE OF 510.77 FEET;  
THENCE N 89° 57' 40" W, CONTINUING ALONG THE NORTH LINE OF SAID STONE CREEK FARMS III, A DISTANCE OF 964.32 FEET TO THE WEST LINE  
OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25, AND THE NORTHWEST CORNER OF SAID STONE CREEK FARMS III;  
THENCE N 00° 02' 30" E AND ALONG THE WEST LINE OF SAID EAST HALF (E/2) A DISTANCE OF 1330.41 FEET, TO THE SOUTHWEST CORNER OF  
SAID CYPRESS CREEK AND THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,774,780.86 SQUARE FEET / 40.74 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND  
RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND  
DESIGNATED THE SUBDIVISION AS, "CYPRESS CREEK ESTATES", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA  
(HEREINAFTER THE "SUBDIVISION" OR "CYPRESS CREEK ESTATES"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED  
TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

## SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

### A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES  
FURTHER DEDICATE TO THE PUBLIC, THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" 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 AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER  
APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND  
PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN,  
OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH  
CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING 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/DEVELOPER 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 STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED,  
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. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE  
GENERAL UTILITY EASEMENTS ALONG THE PERIMETER OF THE SUBDIVISION AS DEPICTED ON THE ACCOMPANYING PLAT.  
STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE  
THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES  
SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS, AND IN THE RIGHTS OF WAY OF PUBLIC STREETS AS  
DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY  
VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN 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 THE LOT, PROVIDED  
THAT UPON THE 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 AND EFFECTIVE 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 PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION, AND GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES,  
SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR  
OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR  
REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE CABLE TELEVISION OR GAS FACILITIES INSTALLED BY  
THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED  
ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE  
WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE  
FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF  
SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC,  
TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER  
MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN THE UTILITY, SANITARY SEWER, AND OVERLAND DRAINAGE EASEMENTS AREAS 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  
JUDGEMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM  
SEWERS SHALL BE PROHIBITED.
- THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC  
WATER SYSTEMS, 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, HIS AGENTS OR CONTRACTORS.
- THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS  
DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE  
OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR  
STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA,  
OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL  
SUCH 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 ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE  
LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS  
SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE  
OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE  
OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER  
OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

### E. STORM WATER DETENTION EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS THE AREA DEPICTED ON  
THE ACCOMPANYING PLAT AS RESERVES "A", "B", AND "C" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE  
PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS  
WITHIN THE SUBDIVISION AND FROM AREAS OF HIGHER ELEVATION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVES "A", "B", OR "C" SHALL BE IN ACCORDANCE WITH  
STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORM WATER DETENTION EASEMENTS,  
NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (REFERRED TO IN  
SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING REPAIR  
OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS'  
ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
  - THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
  - DETENTION EASEMENT AREA SHALL BE MOVED DURING THE GROWING SEASON AT REGULAR INTERVALS NOT EXCEEDING 4 WEEKS.
  - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
  - LANDSCAPING, APPROVED BY THE CITY OF TULSA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.
- IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED,  
OR IN THE EVENT OF A PLACEMENT OF AN OBSTRUCTION OR ALTERATION OF GRADE WITHIN THE DETENTION EASEMENT AREA, THE CITY OF  
TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH  
MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY  
ALTERATION OF GRADE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS'  
ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF  
MAINTENANCE AS ABOVE SET FORTH, THE CITY OF TULSA, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND  
THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN  
AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/119TH OF THE COSTS.  
A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

### F. OVERLAND DRAINAGE EASEMENT

- THE OWNER/DEVELOPER 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 PURPOSES OF PERMITTING THE OVERLAND  
FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES  
OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF  
THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR  
SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF TULSA,  
OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF TULSA,  
OKLAHOMA.
- THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AT ITS COST IN  
ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD  
FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN  
OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR  
ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE  
INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE  
COST THEREOF SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST  
OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY  
FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT IN  
THE SUBDIVISION PROVIDED HOWEVER THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/119TH OF THE COSTS. A LIEN ESTABLISHED AS  
ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

### G. RESERVE AREAS

THE USE OF RESERVE "A", RESERVE "B" AND RESERVE "C" DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO  
STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES, OVERLAND DRAINAGE, OPEN SPACE, FENCING AND  
LANDSCAPING AS MAY BE PERMITTED UNDER THE TERMS OF THE STORM WATER DETENTION EASEMENT, AND UTILITIES. THE  
USE OF RESERVE "D" IS LIMITED TO OVERLAND DRAINAGE, OPEN SPACE, AND LANDSCAPING AS MAY BE PERMITTED UNDER  
THE TERMS OF THE OVERLAND DRAINAGE EASEMENT. RESERVE "A", RESERVE "B", RESERVE "C", AND RESERVE "D" ARE  
RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV.

### H. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS 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 HIS LOT.  
THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH G, SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND  
BY THE CITY OF TULSA, OKLAHOMA.

### I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LAND AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING  
OCCASIONED BY NECESSARY INSTALLATION OR 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 HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE  
SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### J. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE  
SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH  
THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER/DEVELOPER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS  
WITHIN RESERVE AREAS, WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE OWNER OF THE LOT  
SHALL CONSTRUCT THE REQUIRED SIDEWALK.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, CYPRESS CREEK ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 830) AS  
PROVIDED WITHIN SECTION 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), AND

WHEREAS, PUD NO. 830 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON APRIL  
1, 2015, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON APRIL 30, 2015, THE IMPLEMENTING ORDINANCE  
NO. 23285 BEING ADOPTED ON MAY 7, 2015, AND PUBLISHED ON MAY 18, 2015, AND

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

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH 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. DEVELOPMENT IN ACCORDANCE WITH PUD

CYPRESS CREEK ESTATES SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND  
DEVELOPMENT STANDARDS OF PUD NO. 830 APPROVED BY THE CITY COUNCIL OF THE CITY OF TULSA, OKLAHOMA, OR IN  
SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT  
STANDARDS OF PUD NO. 830 AS MAY BE SUBSEQUENTLY APPROVED.

### B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF CYPRESS CREEK ESTATES SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE  
TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED ON APRIL 30, 2015.

### C. USE

USE OF THE LOTS WITHIN CYPRESS CREEK ESTATES SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND  
CUSTOMARY ACCESSORY USES.

### D. DEVELOPMENTAL STANDARDS

DEVELOPMENT OF THE LOTS SHALL BE IN ACCORDANCE WITH THE BULK AND AREA REQUIREMENTS OF THE RS-4 DISTRICT,  
EXCEPT AS FOLLOWS:

- |   |              |
|---|--------------|
| (a) MAXIMUM AREA OF OFF-STREET PARKING<br>PERMITTED IN REQUIRED FRONT YARD    | 700 SQ. F.T. |
| (b) MAXIMUM DWELLING HEIGHT   | 40 FT.       |
| (c) MINIMUM LIVABILITY SPACE PER DWELLING UNIT                                | 2000 SQ. FT. |
| (d) THE APPROVED FINAL PLAT SHALL CONSTITUTE THE REQUIRED DETAILED SITE PLAN. |              |

### E. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF SHALL BE DEEMED  
TO BE DEFINED AS SET FORTH WITHIN THE TULSA ZONING CODE AS EXISTED ON APRIL 30, 2015.

## SECTION III. PRIVATE BUILDING AND USE 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.

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Tulsa Metropolitan Area  
Planning Commission



# Cypress Creek Estates

A SUBDIVISION IN THE NORTHEAST QUARTER (NE/4) AND THE  
SOUTHEAST QUARTER OF (SE/4) OF SECTION TWENTY-FIVE (25),  
TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE  
INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA  
PUD 830

## Deed of Dedication Cont.

### 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 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, 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 TEN (10) 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 THERETO. 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 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 BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, UPON CONSTRUCTION OF A DWELLING WITHIN EACH OF THE LOTS IN THE SUBDIVISION, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION II OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

### FLOOR AREA

NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN SEVENTEEN HUNDRED (1700) SQUARE FEET OF LIVING AREA. MULTI-STORY DWELLINGS SHALL HAVE A MINIMUM OF TWENTY-ONE HUNDRED (2100) SQUARE FEET OF LIVING AREA, PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF SEVENTEEN HUNDRED (1700) SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES, OR BREEZEWAYS.

### GARAGES

EACH DWELLING SHALL HAVE A GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS.

### DRIVEWAYS

DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE CONSISTING OF THE SAME COLOR AS SIDEWALKS, CURBS, ETC. WITHIN THE SUBDIVISION, AND AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

### BUILDING HEIGHT

NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION WHICH EXCEEDS A HEIGHT OF TWO (2) STORIES. (SEE SECTION II D. (B.) FOR MAXIMUM BUILDING HEIGHT.)

### ROOF MATERIALS

STRUCTURES SHALL BE ERECTED WITH A ROOF MADE OF COMPOSITION SHINGLES, COLOR AND TYPE, TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

### MASONRY

A MINIMUM OF 100% OF THE EXTERIOR SURFACE OF EXTERIOR WALLS TO THE EIGHT FOOT PLATE LINE (EXCLUDING WINDOWS, DOORS, AND PATIOS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE AN EXCEPTION TO THIS PROVISION.

### MINIMUM YARDS / GARAGE SETBACKS

NO BUILDING SHALL BE LOCATED NEARER TO A BOUNDARY OF A LOT THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT. WHERE NO BUILDING LINE IS DEPICTED FOR A SIDE YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 5 FT. TO ANY SIDE LOT LINE. NOTWITHSTANDING THE ABOVE, NO BUILDING SHALL ENCRATCH UPON ANY EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT, AND GARAGES SHALL IN ALL INSTANCES BE SET BACK A MINIMUM OF 20 FEET FROM A STREET. WITHIN CORNER LOTS, THE DWELLING MUST FACE THE MOST RESTRICTED BUILDING LINE.

### FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE RESIDENCE; PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD BOUNDARY OF THE LOT (15 FEET FROM THE STREET RIGHT-OF-WAY). FENCES SHALL BE OF WOOD, BRICK, STUCCO, STONE, OR CHAIN LINK AND SHALL NOT EXCEED 6 FEET IN HEIGHT; PROVIDED HOWEVER, CHAIN LINK FENCING SHALL BE ALLOWED ADJACENT TO THE WATER LOTS IN THE RESERVE AREAS. NOT EXCEED 5 FEET IN HEIGHT, SHALL BE BLACK IN COLOR WITH WOOD SUPPORTING POSTS AND A WOOD TOP RAIL. BARBED WIRE, MESH OR OTHER METAL FENCING ARE PROHIBITED.

### ANTENNAS

NO EXTERIOR ANTENNAS OR ELECTRONIC RECEPTION DEVICES, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO ANTENNAS, SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE; PROVIDED HOWEVER THAT TELEVISION SATELLITE DISHES NOT EXCEEDING EIGHTEEN INCHES (18") 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.

### OUTBUILDINGS

ANY STRUCTURE, OTHER THAN THE DWELLING, SITUATED ON A LOT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND MUST BE CONSTRUCTED OF THE SAME BUILDING MATERIALS UTILIZED FOR THE DWELLING ON SAID LOT. NO IMPROVEMENTS OTHER THAN THE SINGLE DWELLING PERMITTED ON EACH LOT SHALL BE UTILIZED AS TEMPORARY OR PERMANENT RESIDENCE.

### ON-SITE CONSTRUCTION

NO RESIDENCE CONSTRUCTED OFFSITE SHALL BE MOVED ONTO OR PLACED ONTO ANY LOT.

### NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN NOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

### ANIMALS

NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

### 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 THAT THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

### AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS AND UTILITY EASEMENTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER 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. SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 830 BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST 1 LOT, AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

### 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 EXECUTED THIS INSTRUMENT ON  
Oct 26<sup>th</sup>, 2015.

CYPRESS CREEK RESIDENTIAL DEVELOPMENT, L.L.C.

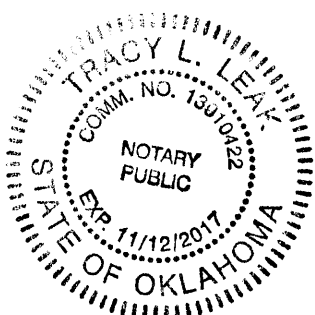
BY Steve Brown  
STEVE BROWN, MANAGER

STATE OF OKLAHOMA )  
SS.  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 26<sup>th</sup> DAY OF October, 2015, PERSONALLY APPEARED Steve Brown MANAGER OF CYPRESS CREEK RESIDENTIAL DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF CYPRESS CREEK RESIDENTIAL DEVELOPMENT, L.L.C. FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Tracy L. Leak  
NOTARY PUBLIC

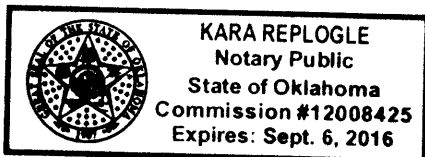
MY COMMISSION EXPIRES: 11/21/17  
MY COMMISSION NUMBER IS: 13010422



### CERTIFICATE OF SURVEY

I, LEE ROY MARLOW III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "CYPRESS CREEK ESTATES", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE 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 ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS OF THIS 22 DAY OF OCTOBER, 2015.

Lee Roy Marlow III PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 933



STATE OF OKLAHOMA )  
SS.  
COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 26 DAY OF October, 2015, PERSONALLY APPEARED Lee Roy Marlow III KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY 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.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

Kara Replogle  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept 6, 2016  
MY COMMISSION NUMBER IS: 12008425

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OCT 26 2015

Tulsa Metropolitan Area  
Planning Commission

CYPRESS CREEK ESTATES  
Sheet 3 of 3