



KNOW ALL MEN BY THESE PRESENTS:

THAT OXFORD PARK ASSOCIATES, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner" is the Owner of the following described land situated in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

Part of the N/2 SE/4 of Section 26, Township 19 North, Range 14 East of the Indian Base and Meridian, in the City of Tulsa, County of Tulsa, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of said N/2 SE/4; thence N89°54'44"W along the South boundary of said N/2 SE/4 a distance of 1276.29 feet; thence N46°26'16"W a distance of 140.00 feet; thence N1°51'53"E a distance of 83.96 feet; thence N53°10'43"W a distance of 102.83 feet; thence N34°16'38"W a distance of 50.00 feet; thence N26°22'29"W a distance of 339.08 feet; thence N62°43'52"W a distance of 63.11 feet; thence N32°03'30"E a distance of 125.27 feet; thence N26°21'29"E a distance of 50.25 feet; thence N19°47'12"E a distance of 583.86 feet to a point in the North boundary of said N/2 SE/4; thence S89°57'46"E along the North boundary of said N/2 SE/4 a distance of 1405.76 feet to the Northeast corner of said N/2 SE/4; thence Due South along the East boundary of said N/2 SE/4 a distance of 1317.66 feet to the point of beginning, containing 45.6813 Acres, more or less.

The Bearings Base for this description is assumed, using the East line of Section 26 as "Due North".

and has caused the same to be surveyed, staked and platted into blacks, lots and streets and has designated the same as "OXFORD PARK", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma (the "Subdivision").

STREETS, EASEMENTS AND UTILITIES

A. General Utility Easements:

1. The Owner does hereby dedicate for public use the street rightsof-way shown on the accompanying Plat, and does further dedicate for public use forever, the utility easements as depicted on the accompanying Plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and 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 hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such constructions, 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 and to areas outside of 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 shall be placed, erected, installed or maintained. PROVIDED HOWEVER, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, that do not constitute an obstruction as aforesaid.

B. Underground Service:

- Overhead lines for the supply of electric service may be located within the Utility Easement along the North, East and South perimeter of the subdivision. Elsewhere throughout the subdivision all supply lines "shall be located underground in the easements and, as authorized by the grant of a franchise, license or permit by the City of Tulsa, in street rights-of-way shown on said Plat". Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in
- 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 and nonexclusive right-of-way easement on the lot, covering five 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.
- 3. The supplier of electric, telephone and cable television and gas services, through its agents and employees, shall at all times have right of access to all easement ways shown on the Plat or other-wise 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
- 4. 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. Each 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 Services:

The Owner of each 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 Easement 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 would, in the judgment of the City of Tulsa, 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 shall pay for damage or relocation of such facilities caused or necessitated by act of the Owner, his agents or contractors.
- 4. 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 sever facilities.
- 5. 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 agree to be bound hereby.

D. Storm Water Detention Area Maintenance:

For the common use and benefit of the owners of lots within the Subdivision and for the benefit of the City of Tulsa, detention and drainage facilities are to be constructed in Reserve "A" as shown on the accompanying plat of the Subdivision which are necessary to meet City of Tulsa detention and drainage requirements applicable to the Subdivision.

2. Detention and drainage facilities constructed in the Storm Water Detention Easement shall be in accordance with adopted standards of the City of Tulsa, and plans and specifications approved by the Department of Public Works of the City of Tulsa.

3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by the Department of Public Works of the City of Tulsa.

4. The Storm Water Detention Easement and drainage facilities located thereon shall be maintained by the property owners association to be established as provided in Section II hereof. Such maintenance shall be at the cost of the property owners association and in accordance with the following standards:

- (a) The detention easement area shall be kept free of obstruction and debris;
- (b) The detention easement area shall be moved during the growing season at intervals not exceeding four (4) weeks;
- (c) Concrete appurtenances, if any, shall be maintained in good and working condition; and
- (d) Trickle channels, if any, shall be cleaned of siltation and vegetation twice yearly.

5. In the event the property owners association should fail to properly maintain the Storm Water and Detention Easement area and facilities therein situated, the City of Tulsa, or its designated contractor, may enter the Storm Water and Detention Easement area and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the property owners association.

6. In the event the property owners association fails to pay the cost of such maintenance after completion of the maintenance and receipt of a statement of costs, the City of Tulsa may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the Subdivision; PROVIDED. HOWEVER, the lien against each lot shall not exceed its proportionate share of the cost of maintenance. A lien established as above provided may be foreclosed by the City of Tulsa.

E. Paving And Landscaping within Easements:

The Owner of the Lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, sewer, storm sewer. natural gas, communication, cable television or electric facilities within the Utility 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

F. Fence Easements and Landscape Easements:

The Owner herein establishes for the benefit of the property owners Association a perpetual easement upon the East 2' of Block 1, Block 3 and Block 4 abutting Lynn Lane Road as depicted on the accompanying Plat as 2' "Fence Easement" or "F/E". Also, Landscape Easements "L/E" and Fence Easements "F/E" are shown at the Entrance Returns of Lot 1, Block 1; Lot 1, Block 3; Lot 27, Block 31 and Lot 1, Block 4, for the purposes of erection and maintenance of decorative and/or security fencing and walls and security entrance facilities. If the Owner or the property owners' Association shall have constructed fencing or walls or security entrance facilities within the Easement imposed as described above, the maintenance of such fencing, walls or security entrance facilities shall be the obligation of the property owners' Association.

Limits of No Access:

The undersigned OWNER hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to Lynn Lane Road, within the bounds designated as "Limits of No Access" or "(L.N.A.)" as shown on the accompanying plat, which "Limits of No Access" or "(L.N.A.)" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto. The foregoing may be enforced by the City of Tulsa.

SECTION II

DEVELOPMENT AND CONSTRUCTION STANDARDS

1. The owners and developers of Oxford Park shall be responsible for the maintenance of the Reserve Area "A", "B", "C", "D", "E", "F" and "G" until the establishment of the Oxford Park Homeowners Association. Membership in the Association, once established, shall be mandatory to each lot owner in

Oxford Park, but only after the initial occupancy of a home built on a lot, or two years after the initial conveyance from the OWNERS and developers to a lot buyer or whichever occurs first. The Association shall be formed and function according to the terms of the Articles of Incorporation and the

SECTION III

RESERVES "A", "B", "C", "D", "E", "F" and "G"

Reserves "A", "B", "C", "D", "E" and "G" as shown on the Plat will be conveyed to the Oxford Park Homeowners Association, and thereafter, said Association will maintain said Reserves "A", "B", "C", "D", "E", "F" and

SECTION IV

ENFORCEMENT, DURATION AND SEVERABILITY

A. Enforcement:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision and/ or the City of Tulsa 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 covenants or to recover damages for such violations.

B. Duration:

These covenants shall remain in full force and effect until May 24, 2022, and continued thereafter for successive periods of ten (10) years each, unless terminated by majority vote of property owners (one vote per lot) with approval of the City of Tulsa.

These covenants may be amended from time to time by consent of the applicable utility company and/or the City of Tulsa and the majority vote of lot owners (one vote per lot) with the consent of the Tulsa Metropolitan Area Planning Commission of their successors, or as otherwise provided by

C. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by a final and unappealable order, judgment, or decree of any Court shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, OXFORD PARK ASSOCIATES, LLC, an Oklahoma Limited

> OXFORD PARK ASSOCIATES, LLC, an Oklahoma Limited Liability Company

By: RAINMAKER REAL ESTATE, LLC, an Okthhoma Limited Liability Company Hun l'an

STATE OF OKLAHOMA COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3 day of ______, 2002, personally appeared Steve Davis, to me known as the identical person who subscribed the name of the RAINMAKER REAL ESTATE, LLC, an Oklahoma Limited Liability Company, to the foregoing instrument as its Manager in its capacity as Manager of Oxford Park Associates, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Oxford Park Associates, LLC, an Oklahoma limited liability company for the uses and purposes therein set forth.

its Manager

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

emmission Expires

CERTIFICATE OF SURVEY

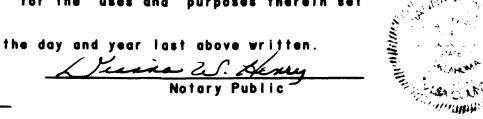
I, Jack C. Cox, of Cox & Associates, Inc., Engineers of Tulsa, Oklahoma, a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying Plat designated herein as Oxford Park is a true representation of the survey made on the ground, in compliance with Subdivision Regulation of the Tulsa Metropolitan Area Planning Commission, Revised January 1, 1995 and subdivision laws of the State of Oklahoma, using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying.

Signed and sealed this 3 - day of ___ F. Cox, Registered Land

STATE OF OKLAHOMA COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of appeared JACK_C. COX, to me known to be the identical person who subscribed his name as Registered 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.



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