

9 **DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

THAT SCISSORTAIL TULSA ONE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF GOVERNMENT LOTS TWO (2) AND THREE (3), SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89°58'32" EAST ALONG THE NORTHERLY LINE OF LOT 3, FOR A DISTANCE OF 991.29 FEET TO A POINT; THENCE SOUTH 0°03'46" WEST FOR A DISTANCE OF 1319.54 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 3; THENCE SOUTH 89°59'03" WEST AND ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 266.71 FEET TO A POINT ON THE PRESENT PHYSICAL CENTERLINE OF SOUTH DELAWARE AVENUE; THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 43°40"33" WEST FOR A DISTANCE OF 138.21 FEET TO A POINT; THENCE NORTH 38°23'40" WEST FOR A DISTANCE OF 163.92 FEET TO A POINT; THENCE NORTH 29°48'53" WEST FOR A DISTANCE OF 182.56 FEET TO A POINT ON THE WESTERLY LINE OF LOT 3; THENCE NORTH 0°09'43" EAST AND ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 1.38 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1060.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6"59'43", FOR AN ARC DISTANCE OF 129.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89°58'32" EAST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 129.42 FEET TO A POINT ON THE NORTHERLY LINE, FOR A DISTANCE OF 129.42 FEET TO A POINT ON THE NORTHERLY LINE, FOR A DISTANCE OF 129.42 FEET TO A POINT ON THE NORTHERLY LINE, FOR A DISTANCE OF 129.42 FEET TO A POINT ON THE NORTHERLY LINE, FOR A DISTANCE OF 270.65 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,018,993 SQUARE FEET, OR 23.393 ACRES.

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SCISSORTIAL AT WIND RIVER", A SUBDIVISION IN THE CITY OF TULS/TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS AND UTILITY **EASEMENTS**

AND UTILITY EASEMENTS

PUBLIC

STREETS

THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AS "SOUTH DELAWARE AVENUE", "EAST 118" STREET SOUTH" AND OTHER STREETS NOT DESIGNATED AS "RESERVE G" OR "PRIVATE," AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UJE" OR "THILLITY EASEMENT" AND RESERVE A, RESERVE B, RESERVE C, RESERVE D, RESERVE E, AND RESERVE F, FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPAIRING, REPAIRING, REPAIRING, REPAIRING, REPAIRING, REPAIRING, REPAIRING, AND AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES, WALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND FORESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PROVIDED HOWEVER, THE BEYELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, DEPRATION, LAYING AND RE-LAYING OVER ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ORS A RESTRICTIVE COVENANT, WHICH IN THE PLAT. THE DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH IN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE COORDANYING PLAT AND SHALL BE DEFORCED. PROVIDED ON THE ACCOMPANYING AND LAYING HEREIN SHALL BE DEFINED TO PROHIBIT DRIVES, PARKING AND LANDSCAPING WITHIN SUCH EASEMENTS.

PAVEMENT OR LANDSCAPE REPAIR WITHIN RESTRICTED UTILITY EASEMENTS. AS A RESULT OF WATER AND SCHEME TO PROHIBIT DRIVES, PARKING AND LANDSCAPING WITHIN SUCH EASEMENTS.

UNDERGROUND SERVICE

1. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, 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 FACILITIES OR GAS LINES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

PART OF GOVERNMENT LOT 2 TION 33, TOWNSHIP 18 NORTH, I AN ADDITION TO THE CITY OF 1 2 AND PART OF GO H, RANGE 13 EAST, C OF TULSA, TULSA CO GOVERNMENT LOT 3
OF THE INDIAN MERIDIAN
COUNTY, OKLAHOMA

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 OR CABLE TELEVISION 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.

4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

WATER, SANI TARY SEWER AND

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1. THE C PROTECTION OF THE SEWERS LOCATED ON STORM SEWER SERVICE

LOT SHALL BE RESPONSIBLE
MAINS, SANITARY SEWER MAINS E FOR THE AND STORM

2. WITHIN THE UTILITY EASEMENT, RESTRICTED WATERLINE AND DRAINAGE 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 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 ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITTIMES HAVE RIGHT ACCOMPANYING PLAT, FOR THE PURPOSE OPORTION OF UNDER FACILITIES. ITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TOF ACCESS TO ALL EASEMENTS DEPICTED ON THE T, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY ERGROUND WATER, SANITARY SEWER, OR STORM SEWER

5. THE FO SHALL BE ENFORCEA AND THE OWNER OF T OREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS ABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, THE LOT AGREES TO BE BOUND.

6. WATER ACCOMPANYING PLAT MAINS MAY CROSS THE PRIVATE STREETS DEPICTED

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GAS SERVICE

1. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES THAT MADE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCCISTRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIED OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING AS FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE GAS LINE EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

2. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND

2. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION, EXCEPT FOR THE RESTRICTED WATER LINE EASEMENT, THE STORMWATER DETENTION EASEMENT, AND/OR ANY OTHER RESTRICTED OR OTHER SPECIFIC USE EASEMENTS FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

3. 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, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SUCH FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS SET FORTH IN BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE LOT AGREES TO BE BOUND HEREBY. THIS PARAGRAPH SHALL AND THE OWNER OF THE

SURFACE DRAINAGE AND RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. 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 E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

LIMITS OF NO

THE UNDERSIGNED INGRESS OR EGRESS DELAWARE AVENUE (L.N.A.) ON THE ACC AMENDED OR RELICOMMISSION, OR ITS OKLAHOMA, OR AS CESTABLISHED SHALL IN DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR S FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" COMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE LEASED BY THE TULSA METROPOLITAN AREA PLANNING SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE APPROVING THERETO, AND THE LIMITS OF NO ACCESS ABOVE BE ENFORCEABLE BY THE CITY OF TULSA.

AND LANDSCAPING WITHIN

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THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, 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.

WHEREAS, THE 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 DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF TULSA, OKLAHOMA.

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

THE DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF TULSA, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, MEETING OR EXCEEDING THE NOW EXISTING SPECIFICATIONS OF THE CITY OF TULSA, OKLAHOMA, APPLICABLE TO MINOR RESIDENTIAL PUBLIC STREETS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

THICKNESS SPECIFICATIONS FOR GUTTERS, BASE \geq ND PAVING

SURFACING V FEET AND A S THAN 20 FEET 3 WIDTH OF A TWO WAY S A SURFACING WIDTH OF A C ET, MEASURED FROM FACE STREE ONE V EET SECTION CE WAY STREET COURB TO FACE OF NOT LESS THAN 26 T SECTION OF NOT LESS CE OF CURB;

CONCRETE AND

ER, RIGHT-OF-

THE DEVELOPER HEREIN 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 THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

A MAXIMU

EASEMENTS

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, SCISSORTAIL AT WIND RIVER WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 726) AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), AND

WHEREAS PUD NO. 726 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON FEBRUARY 15, 2006, AND ADOPTED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON MARCH 2, 2006, THE IMPLEMENTING ORDINANCE NO. 21257 BEING ADOPTED ON MARCH 16, 2006, AND PUBLISHED ON MARCH 24, 2006, AND

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

A. USE OF LAND

THE DEVELOPMENT OF SCISSORTAIL AT WIND RIVER SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED ON AUGUST 7, 2003, OR AS MAY BE SUBSEQUENTLY AMENDED.

THE PRIVATE STREETS DEPICTED ON THE ACCOMPANYING PLAT WITHIN RESERVE G ARE HEREIN DEDICATED BY THE DEVELOPER AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNIERS OF THE RESIDENTIAL LOTS WITHIN SCISSORTAIL AT WIND RIVER, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS LOTS, TO AND FROM PUBLIC STREETS, AND FOR PROVIDING COMMON PARKING AREAS, ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION IV TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION. THE PRIVATE STREETS AND OTHER COMMON AREAS OF LOTS WITHIN SEQUOYAH HILL II, AN ADDITION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, AND THEIR GUESTS AND INVITEES, FOR PROVIDING VEHICULAR ACCESS TO AND FROM LOTS WITHIN SEQUOYAH HILL II AND ANY NEARBY PUBLIC STREET.

DEPICTED

2. SECURE INSPECTION BY THE CITY OF TULSA, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF TULSA, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF TULSA, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREET, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE TULSA METROPOLITAN AREA PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM ANY SUCH PRIVATE STREET.

3. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET AS DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM EFFECTIVE USAGE OF THE PRIVATE STREETS PROVIDED HOWEVER, CUSTOMARY SECURITY GATING MAY BE INSTALLED.

THE DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT DO NOT MEET THE CITY OF TULSA, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF TULSA, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY PRIVATE STREET WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

SIMULTANEOUSLY WITH THE FILING OF THIS DEED OF DEDICATION, THE DEVELOPER HAS FILED A CERTAIN NOTICE OF RIGHT TO USE PRIVATE STREETS IN THE OFFICE OF THE TULSA COUNTY CLERK. THE PRIVATE STREETS IN THE SUBDIVISION ARE SUBJECT TO BEING USED, FOR ALL OF THE PURPOSES SET FORTH HEREIN, BY A CERTAIN UNPLATTED AREA LOCATED TO THE NORTHEAST OF THE SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN SUCH NOTICE.

SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS. THE OWNER/DEVELOPER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

SIDEWALKS ADJACENT TO PRIVATE OR RESERVE AREAS. STREETS SHALL BE LOCATED WITHIN EASEMENTS

RESERVE AREAS

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THE USE OF RESERVE A, RESERVE B, RESERVE C, RESERVE D, RESERVE E, AND RESERVE F SHALL BE LIMITED TO COMMON AREA LANDSCAPING AND OTHER COMMON IMPROVEMENTS, OPEN SPACE AND ENTRY FEATURES INCLUDING BUT WITHOUT LIMITATION, SIGNAGE AND SECURITY FACILITIES, PROVIDED THAT RESERVE A, RESERVE B, RESERVE C, RESERVE D, RESERVE E, AND RESERVE F MAY BE USED FOR THE OPERATION, INSTALLATION AND MAINTENANCE OF UTILITIES, AND RESERVE G MAY BE USED AS PRIVATE STREETS AND FOR THE OPERATION, INSTALLATION AND MAINTENANCE OF UTILITIES.

DEVELOPMENT STANDARDS

THE LOTS WITHIN SCISSORTAIL AT WIND RIVER (HEREINAFTER REFERRED TO AS THE "LOTS") SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

DEVELOPMENT AREA 'A' (COMPRISED OF RESERVE AREAS 'C', 'D', 'F' AND 'G';BLOCKS 1, 3, 4, 5 AND BLOCK 2: LOTS 1-14; AND THE ADJACENT PUBLIC RIGHT-OF-WAY OF DELAWARE AVENUE THEREOF.)

17.512 ACRES

LAND AREA:

PERMITTED USES:

USES PERMITTED WITHIN USE UNIT 6, SINGLE-FAMILY DWELLING, INCLUDING CUSTOMARY ACCESSORY USES; AND COMMON USE AREAS CONTAINING SECURITY GATE HOUSE, LANDSCAPE FEATURES, RECREATION FACILITIES, PRIVATE CLUBHOUSE, SWIMMING POOLS, COURTS AND PLAY AREAS.

MAXIMUM NUMBER OF DWELLING UNITS:

MAXIMUM BUILDING HEIGHT: MINIMUM LOT SIZE: MINIMUM LAND AREA PER DWELLING UNIT: 35 FEET 8,700 SF 13,500 SF

MINIMUM LIVING AREA REQUIREMENTS PER RESIDENCE:

MINIMUM LIVABILITY SPACE PER LOT:

5,000 SF

NO ONE STORY RESIDENCE HAVING LESS THAN 2,800 SQUARE FEET OF LIVING AREA SHALL BE ERECTED ON ANY LOT WITHIN DEVELOPMENT AREA 'A'. NO MULTIPLE STORY RESIDENCE HAVING LESS THAN 3300 SQUARE FEET OF TOTAL LIVING AREA AND LESS THAN 2200 SQUARE FEET OF LIVING AREA ON THE FIRST FLOOR SHALL BE ERECTED ON ANY LOT WITHIN DEVELOPMENT AREA 'A'.

OFF-STREET PARKING:

TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT AND AT LEAST TWO (2) ADDITIONAL OFF-STREET PARKING SPACES PER DWELLING UNIT.

MINIMUM YARD REQUIREMENTS:

A CHIMB FROM THE PERIMETER OF THE PUD FROM STREET RIGHT-OF-WAY INTERIOR SIDE YARD ONE SIDE OTHER SIDE YARD 5 FEET 5 FEET 25 FEET 25 FEET

E YARD ADJACENT TO PUBLIC/PRIVATE (NO GARAGE ACCESS)

15 FEET
Scissortail at Wind River

ACCESS:

ACCESS TO DEVELOPMENT AREA 'A' MAY BE GATED

IDENTIFICATION SIGNS:

WITHIN DEVELOPMENT AREA 'A', ONE ENTRY IDENTIFICATION SIGN SHALL BE PERMITTED ALONG THE SOUTH DELAWARE AVENUE FRONTAGE WITH A MAXIMUM HEIGHT OF FOUR FEET AND DISPLAY SURFACE AREA OF 32 SQUARE FEET, AND ONE ENTRY IDENTIFICATION SIGN SHALL BE PERMITTED AT THE SOUTH NEW HAVEN AVENUE ENTRANCE WITH A MAXIMUM HEIGHT OF FOUR FEET AND A DISPLAY SURFACE AREA OF 24 SQUARE FEET.

DEVELOPMENT AREA 'B' (COMPRISED OF ALL PUBLIC STREETS; RESERVE AREAS 'A', 'B' AND 'F'; BLOCK 2: LOTS 15-18 AND BLOCK 6)

LAND AREA: **5.88 ACRES**

PERMITTED USES:

USES PERMITTED WITHIN USE UNIT 6, SINGLE-FAMILY DWELLING, INCLUDING CUSTOMARY ACCESSORY USES; AND COMMON USE AREAS CONTAINING SECURITY GATE HOUSE, LANDSCAPE FEATURES, RECREATION FACILITIES, PRIVATE CLUBHOUSE, SWIMMING POOLS, COURTS AND PLAY AREAS.

MAXIMUM BUILDING HEIGHT: MAXIMUM BUILDING HEIGHT: MINIMUM LIVING AREA REQUIREMENTS PER RESIDENCE: MINIMUM LIVABILITY SPACE PER LOT: MINIMUM LOT SIZE: MINIMUM LAND AREA PER DWELLING UNIT: MAXIMUM NUMBER OF DWELLING UNITS: 5,000 SF 35 FEET 35 FEET 8,700 SF 20,000 SF 12

NO ONE STORY RESIDENCE HAVING LESS THAN 2,500 SQUARE FEET OF LIVING AREA SHALL BE ERECTED ON ANY LOT WITHIN DEVELOPMENT AREA 'B'. NO MULTIPLE STORY RESIDENCE HAVING LESS THAN 2800 SQUARE FEET OF TOTAL LIVING AREA AND LESS THAN 1800 SQUARE FEET OF LIVING AREA ON THE FIRST FLOOR SHALL BE ERECTED ON ANY LOT WITHIN DEVELOPMENT AREA 'B'.

OFF-STREET PARKING:

TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT AND AT LEAST TWO (2) ADDITIONAL OFF-STREET PARKING SPACES PER DWELLING UNIT.

MINIMUM YARD REQUIREMENTS:

FROM THE PERIMETER OF THE PUD FRONT YARD INTERIOR SIDE YARD ONE SIDE OTHER SIDE YARD MINIMUM BUILDING SEPARATION: INTERIOR REAR YARD SIDE YARD ADJACENT TO PUBLIC/PRIVATE STREET (NO GARAGE ACCESS)
SIDE YARD ADJACENT TP PUBLIC/PRIVATE STREET (GARAGE ACCESS) 5 FEET 20 FEET 20 FEET 5 FEET 5 FEET 15 FEET

NO RESIDENCE SHALL FRONT ON EAST 118^{TH} STREET SOUTH EXCEPT LOTS 15, 16, 17 AND 18, BLOCK 2 OF PROPOSED PLAT, AS SHOWN IN EXHIBIT 'G'.

FRONTAGE LIMITATIONS:

IDENTIFICATION SIGNS:

WITHIN DEVELOPMENT AREA 'B', ONE ENTRY IDENTIFICATION SIGN SHALL BE PERMITTED AT THE INTERSECTION OF SOUTH DELAWARE AVENUE AND EAST 118TH STREET SOUTH WITH A MAXIMUM HEIGHT OF FOUR FEET AND MAXIMUM DISPLAY SURFACE AREA OF 32 SQUARE FEET.

PUBLIC STREETS

THE PUBLIC STREETS WITHIN DEVELOPMENT AREA 'B' SHALL CONFORM TO THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS FOR MINOR AND COLLECTOR RESIDENTIAL STREETS.

PREPARED:

APRIL

2007

DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR MEANING THEREOF SHALL BE DEEMED TO BE CITY OF TULSA ZONING CODE AS THE SAME I SUBSEQUENTLY AMENDED.

SECTION III. RIVATE DEVELOPMENT AND USE RESTRICTIONS

THE ARCHITECTURAL APPROVE PLANS FOR THE ARC SHALL ALSO CONSTRUCTION STAN R. DAVID SHALL BE OF DESIGNATED BY THE I L REVIEW COMMITTEE (ARC) SHALL BE FORMED TO REVIEW AND R ALL CONSTRUCTION ON LOTS IN SCISSORTAIL AT WIND RIVER. O BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND NDARDS CONTAINED IN THE RESTRICTIVE COVENANTS. ROBERT ONE MEMBER OF THE ARC, WITH ONE ADDITIONAL MEMBER TO BE DEVELOPER.

ALL HOMES SHALL BE 100% MASONRY ON THE FIRST FLOOR

3. SCISSORTAIL HOME. 5 NO MILL FINISHED WINDOWS AT WIND RIVER. SHALL BE PERMITTED 8

4. STUCCO. GARAGE

EXPOSED STEM WALLS

SHALL

BE COVERED

5. ALL AUTOMOBILES.

6. NO PRE-EXISTING OR OFF-SITE BUILT BUILDINGS MAY BE MOVED ONTO ANY LOT. ALL OUT BUILDINGS OF ANY NATURE MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC) AND SHALL BE CONSTRUCTED ONSITE.

7. ANY FENCE SEPARATING A LOT FROM ANOTHER LOT SHALL BE OF WOOD, STONE, BRICK OR WROUGHT IRON. ANY PAINTED FENCE SHALL FIRST BE APPROVED AS TO COLOR BY THE ARC. FENCES SHALL NOT EXCEED 6' IN HEIGHT WITHOUT THE PRIOR APPROVAL OF THE ARC.

8. ALL RETAINING AND DECORATIVE WALLS SHALL BE OF STONE, BRICK OR OTHER COMPATIBLE MATERIAL TO THE MASONRY USED ON THE HOME. NO RAILROAD TIE WALLS WILL BE PERMITTED UNDER ANY CIRCUMSTANCE.

9. HOMES SHALL HAVE A ROOF PITCH OF AT LEAST 9/12 ON 75% OF THE ROOF AREA. NO ROOF PITCH OF LESS THAN 6/12 SHALL BE PERMITTED EXCEPT FOR COVERED PORCHES OR PATIOS.

10. ALL LOTS SHALL BE PROFESSIONALLY LANDSCAPED ON THE FRONT AND STREET FACING SIDE ELEVATIONS UPON COMPLETION OF THE HOME. ALL FRONT, SIDE AND BACK YARDS SHALL BE FULLY SODDED UPON COMPLETION OF THE HOME. ALL YARD AND LANDSCAPE AREAS SHALL BE FULLY IRRIGATED. EACH LOT UPON COMPLETION OF CONSTRUCTION SHALL HAVE A MINIMUM OF TWO TREES PLANTED THAT ARE A MINIMUM OF 2.5" CALIPER EACH. LANDSCAPE PLANS MUST BE APPROVED BY THE ARC.

11. ALL ROOFS SHALL BE COVERED WITH ROOFING MATERIAL HAVING A THIRTY (30) YEAR OR MORE RATING (SUCH AS "TANCO HERITAGE THIRTY WEATHERED WOOD"), OR SLATE OR TILE IF APPROVED BY THE ARC. ANY WAIVER OF THIS RESTRICTION BY THE ARC MUST BE DATED AND IN WRITING. ALL ROOF FLASHING AND VALLEYS SHALL BE MADE OF BRONZE, COPPER OR PAINTED MATERIAL. ALL ROOF VENTS ARE TO BE PAINTED TO BLEND IN WITH THE COLOR OF THE ROOFING MATERIAL.

12. ALL FIREPLACE CHIMNEYS STUCCO AND HAVE A COPPER CHIMNEY THE ARC. SHALL BE VENEERED WITH BRICK, STONE CAP OR PAINTED METAL CAP APPROVED

13. NO AND DISH, THE LOCATION NTENNAS SHALL BE PERMITTED EXCEPT A OF WHICH SHALL BE APPROVED BY THE ARC 20

14. EXCEPT FOR CUSTOMARY AND USUAL "FOR SALE" SIGNS AND CUSTOMARY AND USUAL NAME AND ADDRESS SIGNS, NO SIGN OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY PART OF ANY LOT, OR ON ANY STRUCTURE EXCEPT WITH THE WRITTEN CONSENT OF THE ARC.

15. NO NOX UPON ANY RESIDENTI BE OR MAY BECOME A XIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON TIAL LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

16. NO ANIN BRED OR KEPT AT ANY BE KEPT PROVIDED T PURPOSES, AND SO LO TO THE NEIGHBORS. IMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, NY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE

OPERATED ON ANY LOT EXCEPT FOR REAL ESTATE SALES, MANAGEMENT AND CONSTRUCTION OFFICES, WHICH MAY, WITH THE PRIOR WRITTEN CONSENT OF THE DEVELOPER, BE ERECTED, MAINTAINED AND OPERATED ON ANY LOT OR IN ANY BUILDING OR STRUCTURE NOW OR HEREAFTER ERECTED ON ANY LOT, PROVIDED THE OFFICES ARE USED SOLELY IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY OR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY, OR THE MANAGEMENT, RENTAL OR SALE OF ANY PART OF THE PROPERTY, OR OF IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON AND PROVIDED THAT SUCH OFFICES SHALL BE REMOVED UPON COMPLETION OF SALES OR CONSTRUCTION AS THE CASE MAY BE.

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19. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

21. SHALL NOT I 20. NO EXTERIOR CLOTHES DRYER OR CLOTHES DRYING LINE ERECTED, INSTALLED OR MAINTAINED ON ANY LOT OR ON ANY STRUCTURE.

21. RESIDENCES WITH THE SAME FRONT ARCHITECTURAL EXHALL NOT BE VISIBLE ONE TO THE OTHER SHALL BE THEREON.

ABOVE GROUND SWIMMING POOLS ARE PROHIBIT

SYSTEM, U

SECTION IV. HOMEOWNERS ASSOCIATION

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE LOT SHALL BE A MEMBER OF THE HOMEOWNERS ASSOCIATION BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE O MEMBERSHIP SHALL
WNERSHIP OF A LOT.

ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS.

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. STREETS AND UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. 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 II. PLANNED UNIT DEVELOPMENT RESTRICTIONS OF THE CITY OF TULSA ZONING CODE AND SHALL RUURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS ASSOCIATION IF THE UNDERSIGNED DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT OR THE HOMEOWNERS 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 III. PRIVATE DEVELOPMENT AND USE RESTRICTIONS ARE ESTABLISHED FOR THE BENEFIT OF THE UNDERSIGNED DEVELOPER, OR ITS SUCCESSORS OR ASSOCIATION. IF THE UNDERSIGNED DEVELOPER, OR ITS SUCCESSORS OR ASSOCIATION. IF THE UNDERSIGNED DEVELOPER, OR ITS SUCCESSORS OR ASSOCIATION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY OWNERS ASSOCIATION. III. IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS 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.

, SHALL BE RM OF NOT IS DEED OF ED.

18. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY DEXCEEDING 24 HOURS.

RESIDENCES WITH THE SAME BE VISIBLE ONE TO THE OTHER. ELEVATION

22. NO LOT WITHIN SUBDIVISION SHALL BE FURTHER DIVIDED OR WITHOUT APPROVAL OF ARC AND CITY OF TULSA, OKLAHOMA, AS REQUIRED LOT SPLIT BY LAW.

23. ALL LOTS SHALL USE A STANDARD MAILBOX AS ARCHITECTURAL REVIEW COMMITTEE. SELECTE D BY THE

24. ABOVE GROUND SWIMMING POOLS ARE
25. ALL HOMES WITHIN THE SUBDIVISION INSTALLATION OF A GUTTER AND DOWNSPOUT APPROVED BY THE ARC. PROF SS O

FORMATION OF HOMEOWNERS ASSOCIATION

COUNTY OF TULSA STATE OF OKLAHOMA

APRIL ONE, L.L.C.

THE DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SCISSORTAIL AT WIND ADVER (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OR AHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE PRIVATE STREETS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SCISSORTAIL / WIND RIVER.

SECTION V. ENFORCEMENT, DURATION, SEVERABILITY AND

STATE OF OKLAHOMA

AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. 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. THE COVENANTS CONTAINED WITHIN 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 CITY OF TULSA, OKLAHOMA. PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BEAR THE ENDORSEMENT OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND SHALL BE DULY FILED OF RECORD. THE COVENANTS CONTAINED IN SECTION III, PRIVATE DEVELOPMENT AND USE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT EXECUTED AND ACKNOWLEDGED BY THE LOT OWNERS OF MORE THAN 65% OF THE LOTS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED.

SEVERABILITY

D.

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 DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 25TH DAY OF APRIL , 2007.

SCISSORTAIL TULSA ONE, L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY

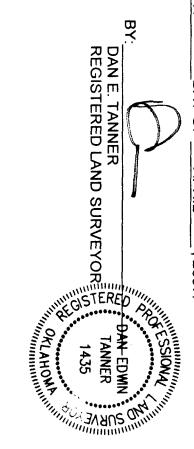
BY:
ROBERT R. DAVID
MANAGER

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25TH DAY OF RIL 2007 BY ROBERT R. DAVID, AS MANAGER OF SCISSORTAIL TULSA LINDA DAVID COFFICIAL SEAL LINDA DAVID TULSA COUNTY 050000066 Exp. 12-23-08 MY COMMISSION EXPIRES Linda Chart

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 25TH DAY OF APRIL , 2007.



APPEARED TO ME DAN E. TANNER 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. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND COUNTY OF TULSA

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

RECEIVED STEPHEN D. WOLFE, NO VARY S. PO ARY PUR OF MILLIAM

JULY 21, 2008
MY COMMISSION EXPIRES

Scissortail at FOR OKLUMINIS

Wind River SHEET 3 OF 3