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## TWIN CREEKS II

### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

TWIN CREEKS DEVELOPMENT, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

A tract of land that is a part of the E/2 of Section 36, T-18-N, R-13-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the East Quarter Corner of Section 36, T-18-N, R-13-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence S 00°05'33"E along the east line of the SE/4 of said Section 36 a distance of 1232.70 feet;

Thence S 89°39'49"W a distance of 2115.56 feet;

Thence N 11°38'28"W a distance of 401.90 feet;

Thence S 83°15'54"W a distance of 205.54 feet;

Thence N 38°00'00"W a distance of 360.00 feet;

Thence N 55°00'00"W a distance of 29.12 feet to a point on the west line of the SE/4 of said Section 36;

Thence N 00°02'43"W along the west line of the SE/4 of Section 36 a distance of 559.17 feet to the Center Quarter Corner of Section 36;

Thence continuing N 00°02'43"W along the west line of the NE/4 of Section 36 a distance of 2.00 feet to a point on the south line of "Amended Southwood Extended", an addition in Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 2769, as filed in the records of the Tulsa County Clerk's office as established by Journal Entry of Judgement filed in Tulsa County District Court in Case No. C-73-2074, filed January 23, 1975, recorded in Book 4151, Page 1058;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°38'46"E a distance of 143.26 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°38'46"E a distance of 142.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°46'02"E a distance of 142.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°31'31"E a distance of 142.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°48'20"E a distance of 142.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°39'01"E a distance of 50.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°50'22"E a distance of 147.14 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°38'46"E a distance of 147.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°17'43"E a distance of 147.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°55'08"E a distance of 147.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°31'49"E a distance of 147.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°38'46"E a distance of 50.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°34'09"E a distance of 149.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°45'41"E a distance of 149.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°48'00"E a distance of 149.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°36'28"E a distance of 149.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°43'23"E a distance of 149.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°52'37"E a distance of 149.00 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, S 89°52'15"E a distance of 154.33 feet;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 00°05'54"W a distance of 0.60 feet to a point on the north line of the SE/4 of said Section 36;

Thence continuing along the south line of said "Amended Southwood Extended" as established by said District Court Case, N 89°38'46"E along the north line of the SE/4 of said Section 36 a distance of 50.00 feet to the "Point of Beginning".

**LESS AND EXCEPT:**

Commencing at the East Quarter Corner of Section 36, T-18-N, R-13-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence S 00°05'33"E along the East line of the SE/4 of said Section 36 a distance of 291.75 feet to the "Point of Beginning";

Thence S 00°05'33"E, along the East line of the SE/4 of said Section 36 a distance of 940.95 feet;

Thence S 89°39'49"W a distance of 1164.89 feet;

Thence N 00°00'00"E a distance of 130.06 feet;

Thence N 90°00'00"W a distance of 11.95 feet;

Thence N 00°00'00"E a distance of 178.50 feet;

Thence N 90°00'00"E a distance of 45.12 feet;

Thence N 60°46'12"E a distance of 40.53 feet;

Thence N 23°43'07"W a distance of 140.27 feet;

Thence N 17°07'06"W a distance of 50.00 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left with an initial tangent bearing of N 72°52'54"E, a central angle of 02°04'16", a radius of 395.00 feet, and an arc length of 14.28 feet;

Thence N 18°47'12"W a distance of 130.45 feet;

Thence N 87°00'00"E a distance of 51.32 feet;

Thence N 30°49'53"E a distance of 114.97 feet;

Thence N 33°45'34"E a distance of 50.00 feet to a point of non-tangent curve to the right;

Thence along said non-tangent curve to the right with an initial tangent bearing of S 56°14'26"E, a central angle of 10°52'00", a radius of 350.00 feet, and an arc length of 66.38 feet;

Thence N 59°00'00"E a distance of 291.46 feet;

Thence N 73°00'00"E a distance of 153.74 feet;

Thence N 90°00'00"E a distance of 378.11 feet;

Thence N 00°00'00"E a distance of 19.13 feet;

Thence N 90°00'00"E a distance of 230.10 feet to the "Point of Beginning"

Said tract contains a net area of 2,029,354 square feet or 46.5876 acres

The non-astronomic bearings for this survey are based on an assumed bearing of S 00°05'33"E along the east line of the SE/4 of Section 36, T-18-N, R-13-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the official U.S. Government Survey thereof;

and have caused the above described land to be surveyed, staked, replatted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "Twin Creeks II", a subdivision in the City of Bixby, Tulsa County, Oklahoma,

## SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

### A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat 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 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 to itself, and to it's assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to 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 Bixby, Oklahoma, and by the supplier of any affected utility service, that within the streets and 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 a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

### B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the north boundary of the subdivision if located within the public street and utility easements herein established. 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 easement ways dedicated for general utility services and in the rights-of-way of the public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
2. 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, effective and exclusive right-of-way 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.

3. 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 easementways 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 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.
5. The Owner/Developer does hereby restrict the utility easements shown and designation the accompanying plat to a single supplier of electrical service.
6. 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 and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.
2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, including valve boxes, fire hydrants and manholes shall be adjusted to the new grade by the owner or at the owner's expense.
3. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, 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 City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easementways 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 or sewer facilities.
5. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Surface Drainage

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 D shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

E. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Mingo Road in 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 Bixby Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

F. Acknowledgment Required for Minimum Improvements

All streets shall be graded, base material applied and surface paved in accordance with the Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the owner, at his expense, and in compliance with the Engineering Design Standards of the City of Bixby. Interior sidewalks shall be constructed at the time of actual development. The streets, sidewalks and storm sewers shall be maintained in good repair by the owner for a period of two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the owner for a period of one (1) year after the City's written acceptance of the construction.

G. 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 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 Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Twin Creeks was submitted as part of a planned unit development (designated as PUD No. 22) pursuant to Chapter 9 of the City of Bixby Zoning Ordinance.

WHEREAS, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, 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 restrictions for the mutual benefit of the Owner, its successors and assigns, and the City of Bixby, 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.

A. Use of Land

1. All lots within the subdivision, except "Reserve A, B, C, and D", shall be known and described as residential lots and shall be used solely for single family residences and single family purposes.
2. "Reserve A and B" shall be limited to use for utilities, stormwater drainage, floodplain management, open space, landscaping, and recreation and is reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. hereof. The homeowner's association shall be responsible for all maintenance of "Reserve A and B".
3. "Reserve C" shall be limited to use for utilities, open space, and landscaping and is reserved for subsequent conveyance to the homeowners' association to be formed

pursuant to Section IV. hereof. The homeowners' association shall be responsible for all maintenance of "Reserve C".

4. "Reserve D" shall be limited to swimming pool and clubhouse facilities and their accessory uses, and landscaping and is reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. hereof. The homeowners' association shall be responsible for all maintenance of "Reserve D"
5. The restrictions hereinafter set forth within Section II. shall not be applicable to "Reserve A, B, C, and D".

**B. Fronting and Access Limitation**

Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines if differing building setback lines have been established on the lot.

**C. Yards and Setbacks**

1. **Street Setback.** No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.
2. **Side Yard.** Each lot shall maintain side yards which in the aggregate are not less than 10 feet in width and no side yard shall be less than 5 feet in width.
3. **Rear Yard.** The rear yard shall not be less than 20 feet, except lots backing up to South Mingo Road. Customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 5 feet to any lot line.
4. **Easement Setbacks.** No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

**D. Building Height**

No building shall exceed 2 1/2 stories or 26 feet in height.

**E. Definitions**

In the event of ambiguity of any word or term set forth in Subsections A, B, C, D, or E of Section II., the meaning thereof shall be deemed to be defined as set forth within the Bixby Zoning Code as the same existed on January 1, 1976, or as subsequently amended.

**SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS**

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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. Architectural Design Committee - Plan Review**

1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by TWIN CREEKS DEVELOPMENT, L.L.C., an Oklahoma limited liability company, or its authorized representatives or successors, which are hereinafter referred to as the

"Architectural Design 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. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or 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 Design Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Design 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 Design 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 of 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. The Architectural Design Committee's objective is to maintain and promote the harmonious use of landscaping, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design committee to be incompatible with the overall landscape design standards of Twin Creeks II.
4. The Architectural Design Committee's objective is to maintain and promote the harmonious use of landscaping, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design Committee to be incompatible with the overall landscape design standards of Twin Creeks.
5. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2006, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.
6. The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as one of the above Committee members is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma



B. Floor Area of Dwelling

1. Single Story. A single story dwelling shall have at least 2,200 square feet of finished heated living area;
2. Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,500 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2600 square feet of finished heated living area.
3. Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken to outside of frame line.
4. Waiver. The Architectural Design Committee may waive, in the particular instance, upon written request, the floor area requirements set out in Paragraphs 1 and 2 of this Subsection B.

C. Garages

Each dwelling shall have an attached garage providing space for a minimum of two automobiles on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

1. The first story exterior walls of the dwelling erected on any lot shall be 50% brick, stone, or stucco (excluding windows and doors).
2. Waiver. The Architectural Design Committee may waive, in the particular instance, upon written request, the foregoing restriction.

F. Windows

Aluminum windows having a mill finish are prohibited.

G. Roof Pitch

1. No dwelling shall have a roof pitch of less than 8/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12.
2. Waiver. The Architectural Design Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

H. Roofing Materials

Roofing shall be "TAMPCO" Heritage II (color - Oxford Gray) self-sealing composition roofing shingles. Provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of

the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. Vents & Chimney Caps

1. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.
2. All non-masonry fireplaces shall use the uniform terminator cap design designated by the developer of Twin Creeks.

J. On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

K. Outbuildings

1. Outbuildings are prohibited.
2. Waiver. The Architectural Design Committee may waive this restriction. All requests shall be in writing and submitted to the committee.

L. Swimming Pools

Above ground swimming pools are prohibited.

M. Fencing

1. Fencing shall be in accordance with the City of Bixby Zoning Code. 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, provided however, on corner lots fencing may extend to the side yard lot line. All fencing shall be 6 feet privacy constructed of standard wood. Plastic fences and ornamental picket fences are prohibited; chain link, barbed wire mesh and other metal fencing are prohibited. No fence shall exceed six feet in height. Fencing facing the street and installed in side yards between homes shall be aligned with existing fences on adjoining lots where possible. The good side shall face the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Design Committee.
2. Standard privacy fences constructed of wood post, rails and pickets with "dog ear" top detail shall be permitted in Twin Creeks. Fences shall not exceed six feet in height. Any lot or portion of a lot abutting a greenbelt (Reserve areas "A" & "B") may use ranch rail fencing as outlined in Section 3 below.
3. Ranch rail fencing, not to exceed 48 inches in height, constructed of pre-treated yellow pine round rails and posts with black coated vinyl chain link fencing may be used only at the rear or side portion of any lot line abutting a greenbelt (Reserve areas "A" & "B"). The remaining perimeter of the lot shall use and be limited to standard privacy fencing as outlined in Section M-2 above.

N. Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. a perpetual exclusive easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to South Mingo Road within the fence easements depicted on the accompanying plat as "F&L/E".

O. Antennas

1. Exterior television, "CB" Radio or other type of antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street within the subdivision.

P. Lot Maintenance

No inoperative vehicle or machinery shall be stored on any lot, and each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

Q. Retaining Walls

Retaining walls may be constructed of No. 2 grade railroad ties, brick, or stone.

R. Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

S. Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage.

T. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from abutting streets. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.

U. Mailboxes

Mailboxes shall conform in design to that specific design as designated by the Architectural Design Committee. NO EXCEPTIONS

V. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

W. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

X. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Y. Materials and Storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

Z. Landscaping

1. All open lot areas shall be sodded and front of residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.
2. The owner of each lot shall be required to install a minimum of two (2) trees in the front yard (minimum size - 2" diameter).
3. The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Design Committee, ornamental landscape design items are prohibited, other than one bench located upon the front porch attached to the residence. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items may be permitted with the pre-approval of the Architectural Design Committee.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed the Twin Creeks Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of Twin Creeks.

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, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty days of the mailing to a lot owner of the assessment shall accrue interest at the annual rate per annum of 18%. The lien may be foreclosed in the same manner as a mortgage lien. The Association shall be entitled to recover all court cost and other cost of foreclosure including a reasonable attorney's fee.

D. Annexation of Additional Properties

The Owner/Developer will cause to be filed of record a Declaration of Covenants, Conditions, and Restrictions for Twin Creeks Homeowners' Association (the "Declaration"). The Declaration will provide that the Owner/Developer may from time to time file of record a Notice of Annexation. Upon the filing of such a Notice of Annexation, additional properties platted into residential lots, containing streets and utilities for public use, additional common areas, and recreational facilities, such as a swimming pool and other recreational facilities which the Owner/Developer determines will enhance the value, desirability and attractiveness of Twin Creeks and usefulness and enjoyment of the common areas by members of the Association, will become annexed to and a part of Twin Creeks. Every person who becomes a fee owner of lot in the annexed property by acceptance of a deed to the lot therein shall constitute acceptance of membership in the Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. The owners of lots in annexed properties and owners of lots in the original platted addition, will bear all the cost of maintenance of common areas and recreational facilities, in the same manner as if the annexed properties were a part of the original plat of Twin Creeks. The Association shall through assessments bear all cost for maintenance of the additional common areas and recreational facilities on the same basis as the Association bears all cost for maintenance of the common areas within Twin Creeks and the annexed property.

E. Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

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/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the provisions of the Bixby Zoning Code and shall inure to the benefit of the City of Bixby, the owners of lots within the subdivision, and shall inure to the benefit of the homeowners' association provided for in Section IV. The covenants within Section III. Private Building and Use Restrictions shall inure only to the benefit of owners of lots within the subdivision and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association, or the City of Bixby 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 or to recover damages. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III., it shall be lawful for any person or persons owning any lot situated within the subdivision 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 or to recover damages. In any judicial action brought by the homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II. or Section III., or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

B. 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 than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The provisions contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and by the Bixby Planning Commission, or its successors with the approval of the City of Bixby, 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 Bixby Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision. The covenants within Section III. Private Building and Use Restrictions 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 within Twin Creeks or alternatively, the covenants within Section III. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, provided however in the event of a conflict of amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

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 of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: TWIN CREEKS DEVELOPMENT, L.L.C., an Oklahoma limited liability company executed this instrument this 24th day of October, 2000.

Twin Creeks Development, L.L.C.  
an Oklahoma limited liability company

\_\_\_\_\_  
Vern L. Suess, Member Manager

State of Oklahoma    )  
                                  ) s.s.  
County of Tulsa        )

Before me, the undersigned, a Notary Public in and for said County and State on this 24th day of October, 2000, personally appeared Vern L. Suess, to me known to be the identical person who subscribed the name of the maker thereof as its Member Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of TWIN CREEKS DEVELOPMENT, L.L.C., an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Mary Ann McNeal, Notary Public

My commission expires:  
October 13, 2003

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a Professional Land Surveyor registered in the State of Oklahoma, 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 "TWIN CREEKS II", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 24th day of October, 2000.

\_\_\_\_\_  
Jerry W. Ledford  
Registered Professional Land Surveyor

State of Oklahoma     )  
                                  ) s.s.  
County of Tulsa        )

Before me the undersigned, a notary public in and for said county and state, on this 24th day of October, 2000, personally appeared Jerry W. Ledford, to me 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.

\_\_\_\_\_  
Mary Ann McNeal, Notary Public

My commission expires  
October 13, 2003.