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DEED OF DEDICATION AND RESTRICTIVE COVENANTS

Dated: June 25, 2001
Filed: July 12, 2001 at 10:05 AM
Recorded in Book 6559 Page 1266
Plat No. 5546

Final Plat
WHITE HAWK ESTATES
a Resubdivision of a part of Reserve A, CELEBRITY COUNTRY
ADDITION to the City of Bixby, Tulsa County, Oklahoma
Part of Planned Unit Development No. 3

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT POSEY CREEK DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company, hereafter sometimes called "Owner/Developer", is the Owner of the following described real estates situate in the City of Bixby, Tulsa County, Oklahoma, to-wit:

A tract of land that is part of Reserve "A" of "Celebrity Country", an addition to the City of Bixby, Tulsa County, Oklahoma, said Tract of land being more particularly described as follows, to-wit: Beginning at a point that is the Southeast corner of Lot 25 in Block 4 of "Celebrity Country"; thence N89°08'48"W along the southerly line of Lot 25 and 24 in Block 4 and along its westerly extension for 551.55 feet; thence S60°16'57"W for 78.50 feet; thence S00°15'42"E for 416.06 feet; thence S47°32'44"E for 101.01 feet; thence S21°09'25"E for 185.29 feet; thence S62°24'34"E for 233.39 feet; thence S36°20'10"E for 122.45 feet; thence N65°07'11"E Legal (N65°07'09"E Field Measured) for 79.30 feet to a point on the Westerly right-of-way line of South 53rd East Avenue; thence along said right-of-way as follows: thence Northerly along a curve to the right with a central angle of 36°46'24", a tangent bearing of N78°04'40"W and a radius of 651.63 feet for 418.23 feet to a point of tangency; thence N24°51'04"E along said tangency for 60.00 feet to a point of curve; thence northeasterly and northerly along a curve to the left with a central angle of 25°14'16" and a radius of 576.72 feet for 253.99 feet to a point of tangency; thence N00°23'12"W along said tangency for 130.00 feet to a point of curve; thence

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northerly along a curve to the right with a central angle of 6°04' 39" and a radius of 207.50 feet for 22.01 feet to the Point of Beginning containing 9.2981 acres, more or less.

And the Owner/Developer hereby certifies that it has caused the land described in this Plat to be surveyed, divided, mapped and dedicated and access rights reserved as represented in the Plat, subdivided into twenty-one (21) lots, two (2) Blocks and two (2) reserve areas as shown by the accompanying Plat and Survey thereof, which Plat is made a part hereof and has designated the Subdivision as "WHITE HAWK ESTATES", a Resubdivision of a part of Reserve A, CELEBRITY COUNTRY, an Addition to the City of Bixby, Tulsa County, Oklahoma (sometimes herein called the Addition).

The accompanying Plat of "WHITE HAWK ESTATES" and the Dedication and Covenants provided and granted herein shall supersede that part of CELEBRITY COUNTRY ADDITION as above described.

SECTION I

UTILITY EASEMENTS

1.0 PUBLIC STREETS AND UTILITY EASEMENTS

1.0.1 Owner/Developer hereby dedicates for public use the streets shown on the accompanying Plat and further dedicates for public use the utility easements as shown and designated on the accompanying Plat, 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, cable television, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress to said easements for the uses and purposes aforesaid provided, however, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress over, across and along all of the easement areas shown on the Plat, for the purpose of furnishing water and/or sewer service to the area included with the Plat. The Owner/Developer hereby 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 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 that nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping that do not constitute an obstruction.

1.0.2 All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Bixby, to in-

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clude curbs and gutters, street name signs in place, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer of the City of Bixby at Owner/Developers expense.

1.1 UNDERGROUND SERVICE

1.1.1 Overhead lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the Addition. Street light poles or standards shall be served by underground cable throughout said Addition. 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, shown on the attached Plat. Service Pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways.

1.1.2 Underground service cables and gas service lines to all structures which may be located in the Addition 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 each said lot; provided that, upon installation of such a service cable or gas service to a particular structure, the supplier of service shall thereafter be deemed to have a definite, permanent, effective and non-exclusive right-of-way easement on said lot, covering a 5 foot strip extending 2.5 feet on each side of such service cable or line, extending from the gas main, service pedestal or transformer to the service entrance on said structure.

1.1.3 The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all such easement ways shown on said Plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

1.1.4 The owner of each lot shall be responsible for the protection of the underground electric facilities located on his lot and shall prevent the alterations of grade or any construction activity which may 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.

1.1.5 The foregoing covenants concerning underground facilities 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.

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1.2 WATER AND SANITARY SEWER SERVICE

- 1.2.1 The City of Bixby or its successors shall be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agent or contractors.
- 1.2.2 The City of Bixby or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement ways shown on said Plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.
- 1.2.3 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of each lot agrees to be bound hereby.
- 1.2.4 The owner of each lot shall be responsible for repair and replacement of landscape and paving in the event it is necessary to repair the water mains or sanitary sewers.
- 1.2.5 No Lot owner shall modify/or change the direction of drainage of surface storm water from the original approved Final Plat. The Lot owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or any construction activity, which may interfere with public water mains, valves, and/or public sanitary sewer facilities.

1.3 DRAINAGE EASEMENTS AND LOT GRADING RESTRICTIONS

- 1.3.1 Areas designated on the accompanying Plat as "Drainage Easement" or D/E are hereby dedicated and established by Owner/Developer as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from the various lots within this Addition and from properties outside this Addition. Drainage facilities constructed in said drainage easement areas shall be in accordance with standards prescribed by the City of Bixby and Plans and Specifications approved by the City Engineer of the City of Bixby. Said restrictive drainage easement area and facilities shall be maintained by the White hawk Estates Homeowners Association as described in Section IV hereof (the Homeowners Association) in accordance with the following standards:
- (a) The restrictive drainage easement areas shall be kept free of litter;
- (b) The restrictive drainage easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.

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(c) The restrictive drainage easement areas shall be properly maintained as required to prevent the accumulation of silt or debris and to prevent erosion.

(d) All other work necessary to achieve the intended drainage and detention function shall be accomplished.

(e) Any inlet and outlet structures shall be maintained and/or repaired as required to insure proper operation of the drainage easement areas in accordance with regulations of the City of Bixby.

If the Homeowners Association fails to perform such maintenance in accordance with the foregoing standards, upon thirty (30) days written notice, the City of Bixby may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by the said Homeowners Association. No fence, wall, planting, building or other obstruction may be placed or maintained in said restrictive drainage easement areas without approval of the City Engineer of the City of Bixby and there shall be no alteration of the grades or contours in said restrictive drainage easement areas without the approval of said City Engineer. Said Easement or any part thereof may be terminated, released, and cancelled upon a resolution being adopted by the Bixby City Council providing such.

1.3.2. Additionally, 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 said lot owners lot. The foregoing covenants set forth in this Section 1.3.2 shall be enforceable by any affected lot owner and by the City of Bixby. No lot owner shall modify or change the direction of drainage of surface storm water from the original approved final plat. The lot owner shall prevent the alteration of grade within all easement areas from the original finish grade contours or any construction activity which may interfere with drainage of storm and surface waters in accordance with the approved final plat and the plans and specifications approved by the City of Bixby.

1.4 RESERVE AREA "A" (STORM WATER DETENTION AREA)

1.4.1 For the common use and benefit of the owners of Lots within the Addition, and for the benefit of the City of Bixby, Oklahoma, the Owner/Developer hereby dedicates, establishes and grants perpetual easements on, over and across "Reserve A" as designated on the accompanying plat for the purposes of construction and maintenance of storm water detention facilities necessary to meet City of Bixby detention requirements applicable to the Addition, and for the further purposes of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within the Addition, and from properties outside the Addition.

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1.4.2 Detention and draining facilities constructed in detention easements shall be in accordance with adopted standards of the City of Bixby, and plans and specifications approved by the City of Bixby Engineering Department.

1.4.3 No fence, wall, building, or other obstruction may be placed or maintained in the detention easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Bixby Engineering Department; provided, however, that the planting of turf shall not require the approval of the City of Bixby Engineering Department.

1.4.4 The detention easement areas and facilities thereon located, including the Drainage Easements, facilities on Reserve A and under street facilities conveying storm water among such facilities shall be maintained by the Homeowners Association at its sole cost to achieve the intended drainage and detention functions and shall be in accordance with the following standards:

(a) The detention easement areas shall be kept free of litter;

(b) The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.

(c) The detention easement areas shall be properly maintained as required to prevent the accumulation of silt or debris and to prevent erosion.

(d) All other work necessary to achieve the intended drainage and detention function shall be accomplished.

(e) The inlet and outlet structures shall be maintained and/or repaired as required to insure proper operation of the detention facilities in accordance with regulations of the City of Bixby.

1.4.5 In the event the Homeowners Association should fail to properly maintain the detention easement areas and facilities thereon located as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention easement areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners Association.

1.5 RESERVE "B" (WALKWAY ACCESS & RESTRICTED WATER LINE EASEMENT)

1.5.1 Reserve "B" shall be used as a Walkway Access to the golf course and shall be a minimum of five foot wide paved walk to be maintained by the Homeowners Association.

1.5.2 Reserve "B" is also a 10 foot wide Restricted Water Line Easement.

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.6.1 The owner of each lot shall be responsible for repair of damage to the

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landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television or electric facilities within the easements depicted on the attached Plat, provided however, that the City of Bixby, or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 OWNER/DEVELOPER ACKNOWLEDGMENT OF IMPROVEMENT MINIMUM STANDARDS

1.7.1 Owner/Developer acknowledges that 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/Developer, at its expense, and in compliance with the Engineering Design Standards of the City of Bixby. The streets and storm sewers shall be maintained in good repair by the owner/Developer for a period of two (2) years after the City of Bixby's written acceptance of the construction, and all other improvements shall be maintained in good repair for a period of one (1) years after the City of Bixby's written acceptance of the construction.

1.8 SIDEWALKS

1.8.1 Interior sidewalks shall be constructed by each lot owner in compliance with the Engineer Design Standards of the City of Bixby prior to final inspection by the City of Bixby of the house construction on said lot and shall be maintained in good repair by the house builder and lot owner for a period of two (2) years.

SECTION II

PRIVATE DEVELOPMENT RESTRICTIONS

NOW, THEREFORE, the Owner/Developer for the purpose of providing an orderly development of the property above described, and the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, executors, administrators, grantees, trustees, and assigns, and the City of Bixby, Oklahoma, does hereby impose the following restrictions and covenants which shall be covenants running with the land and which shall be enforceable by the Homeowners Association and by the City of Bixby, Oklahoma.

2.1 Development standards for Lots 1 through 13, Block 1, Lots 1 through 8, Block 2

2.1.1 Use Restriction and Floor Area: The residential Lots shall be used only for detached single family residences and related accessory uses such as swimming pools, bath houses and off-street parking. Lots shall not be further subdivided or re-platted. No 1 story residence with less than 2,600 square feet of living

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area shall be erected on any lot. No 1st or 2 story residence with less than 1,750 square feet of living area on the first floor and with less than 1,050 square feet of living area on the second story shall be erected on any lot. The areas of garages, porches, and covered patios shall not be included in calculating the required living area.

2.1.2 Driveways: Wrap around driveways may be permitted with approval of the Building Committee.

2.1.3 Signs: The only signs permitted shall be real estate signs a maximum of 9 square feet in size.

2.1.4 Destroyed Structures: Any structure destroyed by fire, etc., must be torn down and replaced within a reasonable period of time.

2.1.5 Masonry Requirements: A minimum of 50% coverage of the exterior walls (excluding windows and doors) shall be of brick, stone or stucco. Exterior fireplace walls and chimneys shall be brick, stone or stucco. Any exposed foundation stem wall shall have the exposed area covered by brick, stone or stucco. The Building Committee may in the particular instance and upon written request approve a waiver of the foregoing regulation. Mailbox structures for each house shall be constructed with the same type of Masonry as its corresponding house.

2.1.6 Garbage Cans: All garbage cans shall be kept behind the building line and screened from view.

2.1.7 Garages: A garage providing space for a minimum of two automobiles shall be included on each lot. The garage entry shall be from the side, as opposed to the front, of each lot. All garages shall be enclosed and there shall be no carports. Garages shall never be converted to any other use than for housing autos, boats or other vehicles. The building Committee, may upon written request and in its sole discretion, waive the requirements of a side-entry garage, based on the location and physical characteristic of any particular lot.

2.1.8 Building Committee: No building, fence, or wall shall be erected, placed or altered on any residential Lot until the building plans and specifications, which shall include drainage and grading plans, exterior color scheme and materials, and plot plan depicting the location of the improvement and facing of any building, have been approved in writing by Owner/Developer, or its designated representatives, hereinafter referred to as the "Building Committee". In the event the Building Committee fails to approve or disapprove building plans and specifications submitted to it as herein required within 30 days after such submission, or in the event no suit has been commenced to enforce the covenants of this subsection 2.1.8 within 90 days after the completion of the building, fence, or wall, the approval of the Building Committee shall not be required, and this covenant shall be deemed to have been fully complied with.

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The Building Committee's purpose is to promote good design and compatibility within the Addition, 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 Building Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Building Committee is herein authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent the Homeowners Association from maintaining any legal action relating to structures within this Addition which it would otherwise be entitled to maintain.

The powers and duties of the Building Committee shall, on the 1st day of January 2004, be deemed transferred to the Homeowners Association, or upon written assignment to it by the Owner/Developer, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners Association.

2.1.9 Drainage: Each lot shall receive and drain in an unobstructed manner all storm and surface waters. The owner of each lot shall not 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.

2.1.10 Roofs: No residence shall have a roof pitch of less than 9/12, provided however, the Building Committee may, in the particular instance and upon written request, approve a waiver of this restriction. Roofing of each residence shall be TAMCO Heritage Two Weathered Wood, Class A, self-sealing Fiberglass 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 by the Building Committee that the proposed alternative is of comparable quality, and of a design and color which is compatible with the roofing first above described.

2.1.11 Utility Services: Utility Services shall be underground throughout the Addition. Gas meters not located in the back yards shall be buried below the finished grade elevations at the lot owners expense. If underground boxes are not available, meters shall be shrubbed or screened from street to Owner/Developer's satisfaction.

2.1.12 Antennas: Exterior television, "CB" Radio, or other type antenna shall not be erected on any residence or lot anywhere in the Addition, without the approval of the Building Committee.

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2.1.13 Windows: Exterior windows shall be of wood, clad wood, vinyl clad metal or anodized metal. Mill finish windows are prohibited. Aluminum windows on elevations fronting a street shall be trimmed with brick or stone molding.

2.1.14 Fencing: Screening walls are prohibited. No fence shall extend beyond the front building line of the lot. Fencing, if any, shall be 4' in height, 2 hole round rail, and rails shall be 24" on center and the fencing may include vinyl clad chain link on the interior if not exceeding the height of the highest rail, it being the intent of the Owner/Developer and, that views of the highest course and open spaces within Reserve "A" be preserved, provided however the Building Committee in the particular instance and upon written request may approve and permit customary screening of patios and pools if such screening is not located closer than 25 feet from any boundary of Reserve "A".

2.1.15 Trades or Businesses: No trade, business or any noxious or offensive activity shall be permitted anywhere in the Addition. No lot or residence shall be permitted to become in an unsightly condition. Animals or fowls shall not be kept, bred or maintained for any commercial purpose.

2.1.16 Recreational Equipment: Boats, trailers, campers (mobile or otherwise), or like recreational equipment shall not be stored on any lot unless enclosed in the garage or screened from view from any direction. Recreational vehicles may be parked on or in the street or owner's lot not longer than a period of 24 hours. Inoperative vehicles or machinery shall not be stored or parked on any lot.

2.1.17 Prohibited Structures: No existing or off-site built residence may be moved onto any lot. Outbuildings are prohibited. Stucco or metal buildings are prohibited. No structure of a temporary nature, nor trailer home, motor home or similar vehicle shall be used at any time as a residence.

2.1.18 Enforcement: The Homeowners Association shall have the right to enforce, by any proceeding at law or in equity, the restrictions and covenants set forth within Section II of this Deed of Dedication. Failure by the Homeowners Association to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by this Deed of Dedication, 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.

SECTION III

PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, said Celebration Country Addition was processed as Planned Unit Development No. 3, pursuant to Sections 910-980 of Ordinance 272, of the City of Bixby, as the same existed on September 27, 1982, which Bixby Planned Unit

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Development No. 3 was recommended by the Planning Commission on September 27, 1982, and approved by the Bixby City Council on October 4, 1982.

AND WHEREAS, "White Hawk Estates" was recommended by the Bixby Planning Commission on _____ and approved by the Bixby City Council on _____ and published on _____.

NOW, THEREFORE, the Owner/Developer for the purpose of providing an orderly development of the Planned Unit Development above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, executors, administrators, grantees, trustees and assigns, and The City of Bixby, Oklahoma, does hereby impose the following restrictions and covenants which shall be covenants running with the land and which shall be enforceable by the Homeowners Association and by the City of Bixby, Oklahoma.

3.1 SINGLE FAMILY AREA 1:

3.1.1 Within lots 1 through 13, Block 1 and Lots 1 through 8, Block 2, WHITE HAWK ESTATES, the following development standards and restrictions shall apply and the following uses shall be permitted.

3.1.2 Detached single-family residential dwelling units and related accessory uses such as pedestrian ways.

3.1.3 A maximum of 21 dwelling units shall be permitted.

3.1.4 The maximum building height shall be 26 feet as measured from the highest ground elevation adjoining the structure, upon which fire equipment may be placed and fire personnel can erect ladders, to the top of the highest outside roof line.

3.1.5 The minimum Building set backs shall be:

From Residential street right-of-way	25 ft.
From the Rear Lot line	20 ft.
From the side yard lot line	5 ft.

3.1.6 A minimum of 2.0 off-street parking spaces shall be provided for each dwelling unit.

SECTION IV

WHITE HAWK ESTATES HOMEOWNERS ASSOCIATION

The Owner/Developer has formed or shall cause to be formed an association of the Owners of the Lots within White Hawk Estates to be established in accordance with the statutes of the State of Oklahoma and to be formed for the

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general purposes of maintaining the common areas, including but without limitation the landscaping, fencing, reserves, drainage easements and detention facilities, and enhancing the value, desirability and attractiveness of White Hawk Estates.

4.1 MEMBERSHIP

Every person or entity who is a record owner of a Lot in the Addition shall be a member of the Homeowners Association and subject to the Articles of Incorporation and By-Laws thereof, which membership shall be appurtenant to and may not be separated from the ownership of the Lot. The acceptance of a deed to a Lot shall constitute acceptance of membership in the Homeowners Association as of the date of recording of the deed.

4.2 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 Homeowners Association assessments to be established to satisfy the Homeowners Associations obligations under this Plat and the associated covenants and otherwise in accordance with the procedures governing such matters set forth in the documents creating and governing the Homeowners Association. An assessment shall be a lien upon the Lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

4.3 ENFORCEMENT RIGHTS OF THE HOMEOWNERS ASSOCIATION

Without limiting such other powers and rights as the Homeowners Association may have, the Homeowners Association shall be deemed a beneficiary of the various covenants set forth in this Deed of Dedication and shall have the right to enforce the covenants to the same extent as any other beneficiary.

SECTION V

ENFORCEMENT, DURATION, AMENDMENT
OR TERMINATION AND SEVERABILITY

5.1 ENFORCEMENT AND DURATION

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereinafter provided. If the undersigned Owner/Developer, or its successors or assigns or a lot owner, shall violate any of the covenants hereon, it shall be lawful for the City of Bixby or any persons owning a Lot situated within the Addition to maintain an action at law or equity

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against the person or persons violating or attempting to violate any such covenant, to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

5.2. AMENDMENT OR TERMINATION

The provisions in Section I may be amended or terminated at any time by instrument signed by the owners of fifty-one percent (51%) of the Lots and approved by any utility company effected by such amendment and such amendment or termination must be approved by the City of Bixby. The provisions in Section II may be amended or terminated by instrument signed by the owners of fifty-one percent (51%) of the Lots and approved by the City of Bixby. As to the covenants in Section III, with the approval of the City of Bixby and so long as it is owner of one or more Lots, the Owner/Developer may amend, revise or abolish any one or more of the covenants and restrictions contained in Section III, without joinder of any of the owners of any other lot, by instrument duly executed and acknowledged by it as the Owner/Developer and filed in the County Clerks office of the Courthouse of Tulsa County, Oklahoma. Subsequent to the formation of White Hawk Estates Homeowners Association, the Owner/Developer may, but is not required to assign the reservation to the Homeowners Association. However, the By-Laws of the Homeowners Association shall provide that a (any) covenant shall not be changed or abolished unless approved by the owners of fifty-one percent (51%) of the Lots.

5.3. SEVERABILITY

This Deed of Dedication and Restrictive Covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of Owner/Developer, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

5.4. DEFINITIONS

5.4.1 In the event of ambiguity of any word or term set forth in this Deed of Dedication and Restrictive Covenants, the meaning thereof shall be deemed to be defined as set forth within the City of Bixby Zoning Code as the same existed on January 1, 2000, or as subsequently amended.

IN WITNESS WHEREOF, said POSEY CREEK DEVELOPMENT, L.L.C., has caused these presents to be executed by its Manager, hereunto duly authorized this 25

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day of June, 2001.

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POSEY CREEK DEVELOPMENT, L.L.C.,
an Oklahoma Limited Liability Company

BY: Ronnie W. McGlathlin,
Manager

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss

This instrument was acknowledged before me, on this 25th day of June, 2001, by Ronnie W. McGlathlin, Manager of POSEY CREEK DEVELOPMENT, L.L.C.

(SEAL.)
Beverly C. Savage,
Notary Public

My Commission Expires: 10-13-2001

CERTIFICATE OF SURVEY

I, B. G. BRUMMETT, a Registered Professional Land Surveyor, in the State of Oklahoma, hereby certify that I have fully complied with requirements of the subdivision regulations and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land, that the Plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and that the Plat represents a survey made by me and is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying as adopted.

WITNESS my hand and seal this 22nd day of June, 2001.

B. G. Brummett,
Registered Land Surveyor,
Oklahoma #534 (SEAL)

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of June, 2001, personally appeared B. G. BRUMMETT, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing certificate as his free and voluntary act and deed, for the uses and purposes therein set forth.

-continued-

Equitrally Abstract Company

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

(SEAL)

Dianna W. Henry,
Notary Public

My Commission Expires: January 7, 2002

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this Plat was approved by the City of Bixby City Council on June 25, 2001.

By: Joe Williams,
Mayor

This approval is void if the above Signature is not endorsed by the City Manager or Town Clerk.

By: Mickey Webb,
City Manager

I hereby certify that this Plat was approved by The Bixby Public Works Authority.

By: ---
Mike Jones
Director of Public Works

C E R T I F I C A T E

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$5016.00 per trust receipt no. 2198 to be applied to 2001 taxes.

This certificate is NOT to be construed as payment of 2001 taxes in full but is given in order that this plat may be filed of record. 2001 taxes could exceed the amount of the security deposit.

Dated: July 12, 2001.

DENNIS SEMLER
TULSA COUNTY TREASURER
BY: Judy Bittkensderfer,
Deputy

PLAT HERETO ATTACHED.

Guaranty Abstract Company

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