

Tulsa County Clerk - EARLENE WILSON
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523025 7/11/01 10:03:40

SILVERWOOD

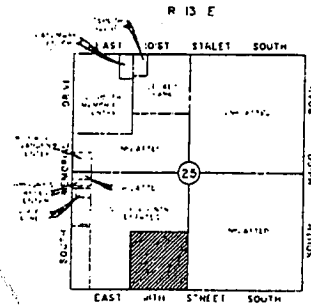
FINAL PLAT

A SUBDIVISION OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER, SECTION 25, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.



CURVE DATA

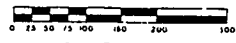
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- 23 R=80' D=20°47'43" L=54.44'
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- 25 R=25' D=90°00'00" L=39.27'
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- 33 R=25' D=36°52'12" L=46.09'
- 34 R=50' D=63°44'23" L=46.89'
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- 36 R=25' D=90°00'00" L=39.27'
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- 41 R=25' D=36°52'12" L=46.09'
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- 47 R=50' D=63°44'23" L=46.89'
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- 49 R=25' D=90°00'00" L=39.27'
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- 53 R=25' D=90°00'00" L=39.27'
- 54 R=200' D=20°47'43" L=72.89'
- 55 R=250' D=20°47'43" L=80.74'



LOCATION MAP
SCALE: 1"=2000'

OWNER:
SILVERWOOD DEVELOPMENT, INC
2703 South 80th East Avenue
Tulsa, Oklahoma 74129
Tel. (918) 665-0505

ENGINEER:
COX & ASSOCIATES, INC
7935 East 57th Street South
Tulsa, Oklahoma 74145
Tel. (918) 664-3337
Certificate of Authorization No. 561
Expiration: 6-30-01

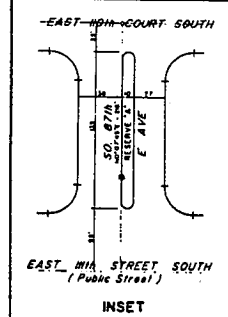


SCALE
127 LOTS
40.0272 ACRES
MINIMUM LOT SIZE - 70'x125'

LEGEND

- B.L. - DENOTES BUILDING LINE
- F/E - DENOTES FENCE EASEMENT
- U/E - DENOTES UTILITY EASEMENT
- L.A. - DENOTES LIMITS OF ACCESS
- L.N.A. - DENOTES LIMITS OF NO ACCESS

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



CERTIFICATE

I hereby certify that all real estate taxes imposed in this plat have been paid as reflected by the current tax roll. Security as required has been provided in the amount of \$1,000.00 per tract reserved on this plat to be applied to 2001 taxes.

This certificate is NOT to be construed as any form of approval or guarantee as to the accuracy of any information contained herein. It is given in reliance on the plat and should not be relied upon in place of a legal description.

Earlene Wilson, Tulsa County Clerk

STATE OF OKLAHOMA }
COUNTY OF TULSA }
I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office.

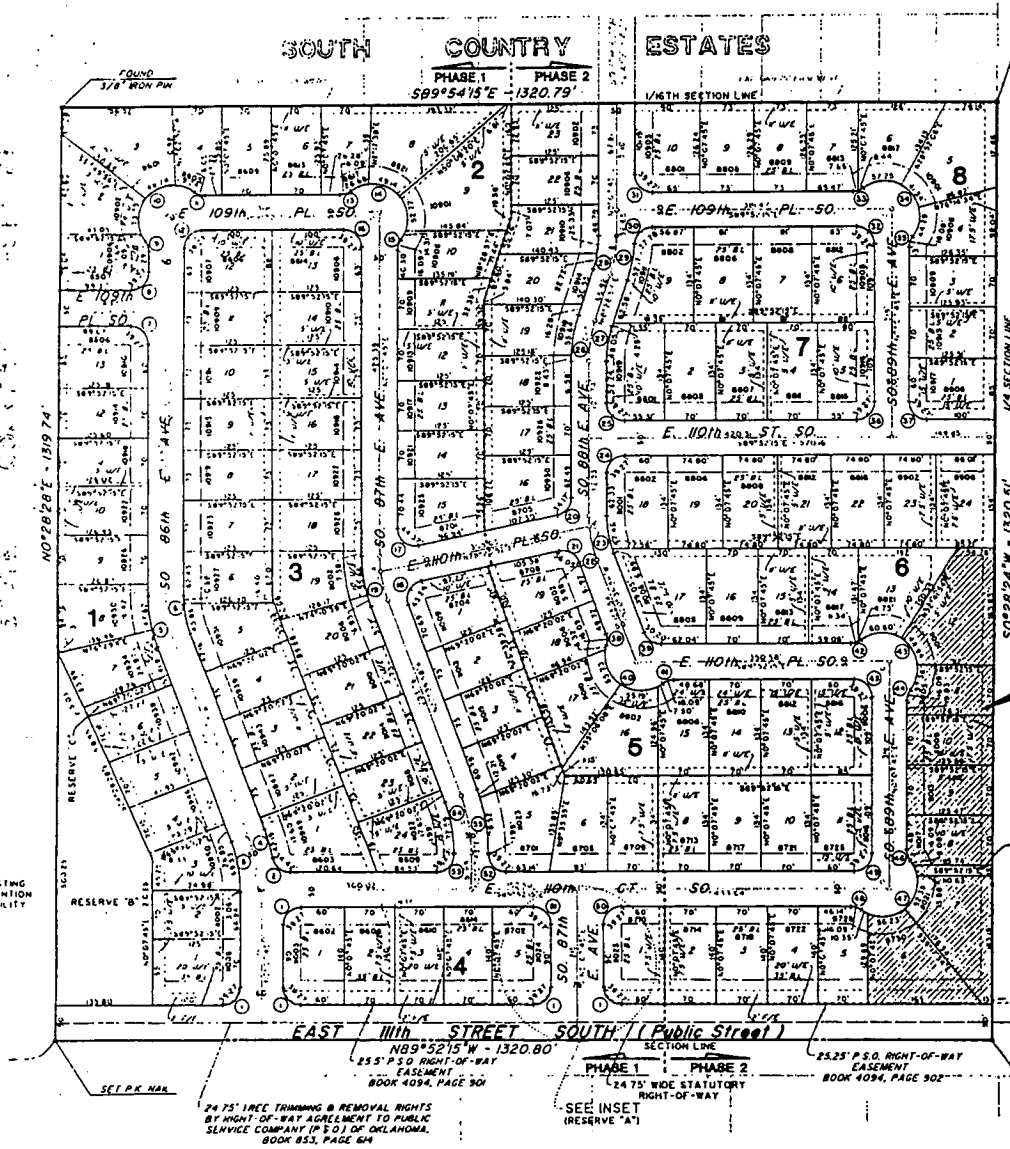
Dated this 11th day of July, 2001.
EARLENE WILSON, Tulsa County Clerk

A DETENTION FACILITY TO BE CONSTRUCTED ON LOTS 6, 7, 8, 9, 10, 8 AND 12, BLOCK 6, SEE SECTION V OF THE COVENANTS

FEDERAL 25.01 CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby, Oklahoma, on this 11th day of July, 2001.

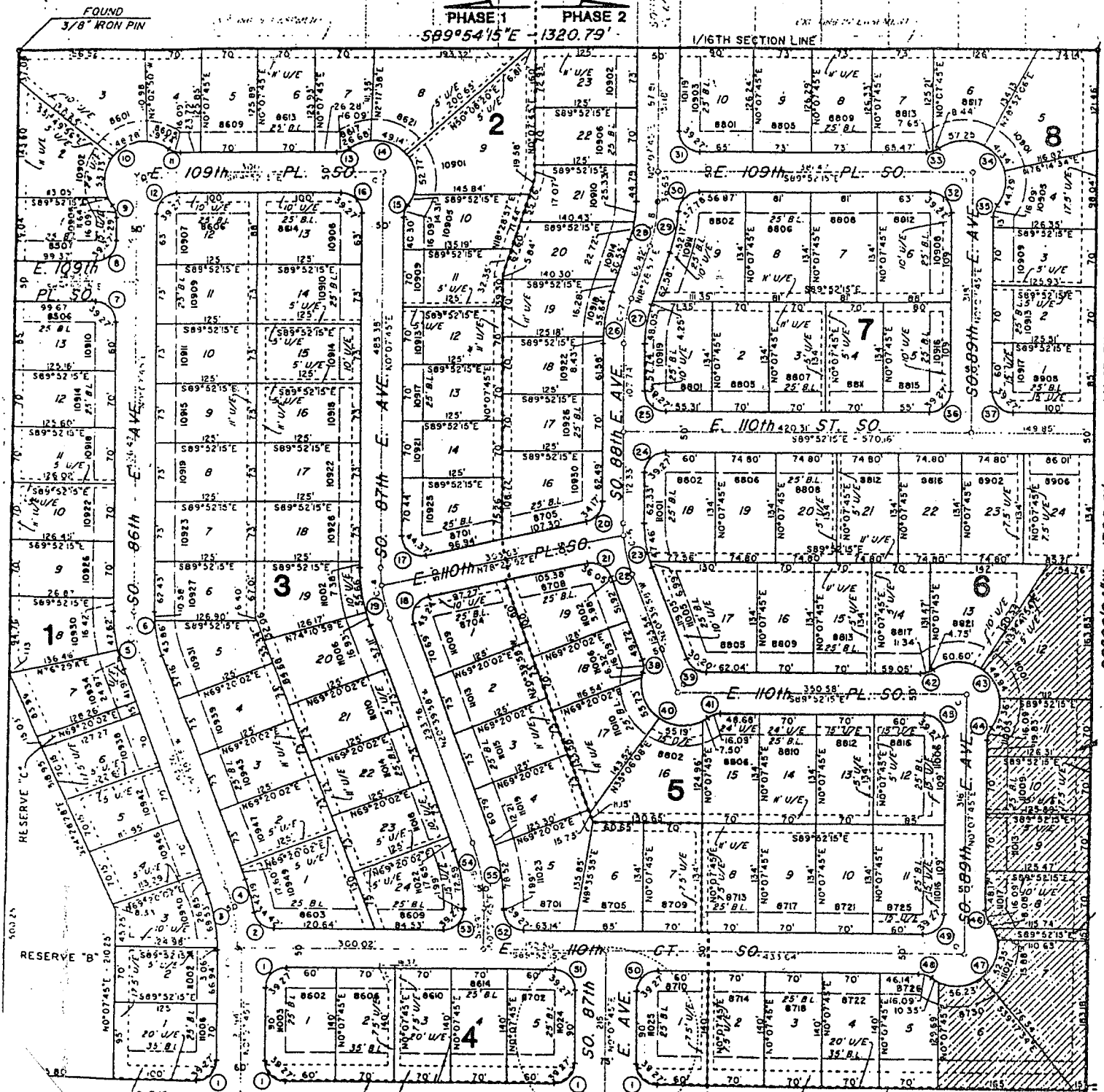
City of Bixby, Oklahoma



SOUTH COUNTRY ESTATES

PHASE 1 PHASE 2
S89°54'15"E - 1320.79'

1/16TH SECTION LINE



EAST 111th STREET SOUTH (Public Street)

N89°52'15"W - 1320.80'
25.5' P.S.O. RIGHT-OF-WAY EASEMENT
BOOK 4094, PAGE 901

SECTION LINE
PHASE 1 PHASE 2
24.75' WIDE STATUTORY RIGHT-OF-WAY
25.25' P.S.O. RIGHT-OF-WAY EASEMENT
BOOK 4094, PAGE 902

24.75' TREE TRIMMING & REMOVAL RIGHTS BY RIGHT-OF-WAY AGREEMENT TO PUBLIC SERVICE COMPANY (P.S.C.) OF OKLAHOMA, BOOK 853, PAGE 614

SEPT. INSET (RESERVE "A")

CURVE DATA

R15	D=800.0000	L=329.27
R16	D=780.0000	L=324.27
R17	D=760.0000	L=319.27
R18	D=740.0000	L=314.27
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R43	D=240.0000	L=189.27
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R54	D=20.0000	L=134.27
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DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SILVERWOOD DEVELOPMENT, INC., an Oklahoma Corporation is the OWNER of the following described property:

All of the SE/4 SW/4, Section 25, Township 18 North, Range 13 East of the Indian Base and Meridian according to the U.S. Government Survey thereof. City of Bixby, Tulsa County, State of Oklahoma.

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

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.
2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, 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 and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of-ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Bixby and the owner of each lot agrees to be bound hereby.

B. Underground Service:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the East and South perimeter easements of the subdivision. 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 way dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying Plat. Service pedestal and transformers, as sources of supply a secondary voltages, may also be located in the easement ways.
2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
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 easement ways 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. 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.
5. The foregoing covenants set forth in this Paragraph B shall be enforceable by each 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 Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the 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, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.
3. The City of Bixby 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, or agents or contractors of the owner.
4. 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 the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement area situated upon such owner's lot; provided, however, the City of Bixby shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Bixby and the owner of each lot agrees to be bound hereby.

D. Gas Service:

1. 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 for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. 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 which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said 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.
3. The foregoing covenants set forth in this Paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping Within Easements:

The owner of the lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation of or maintenance to the underground water, sewer, storm sewer, 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

SURFACE DRAINAGE AND LIMITS OF NO ACCESS

A. 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. No lot owner shall modify or change the direction of drainage of surface stormwater 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 allow any construction activity which may interfere with such public water mains, valves, and/or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

B. Limits Of No Access:

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 11th Street South within 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.

SECTION III

PUBLIC IMPROVEMENTS AND MAINTENANCE

- A. All streets shall be graded, base material applied and surfaces 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. Any exterior sidewalks along 11th Street shall be constructed at the time of actual development. The streets, exterior 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.
- B. 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 IV

ZONING AND DEVELOPMENT RESTRICTIONS

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. The development of SILVERWOOD shall be subject to the provisions of the Bixby Zoning Ordinance, as the same existed on _____, or as subsequently amended.
2. All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.

SECTION V
HOMEOWNERS' ASSOCIATION

1. Formation of Homeowners' Association:

The Owner/Developer has formed or shall cause to be formed the Silverwood 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, including but without limitation the landscaping, fencing, reserves, and detention facilities and enhancing the value, desirability and attractiveness of SILVERWOOD.

2. 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.

3. 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 prior to the conveyance of a lot within SILVERWOOD. 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.

4. Certain 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.

5. Improvements Within the Fence Easements:

The front, wall and other improvements constructed within the easements as shown on the recorded plat of SILVERWOOD, will be maintained by the Homeowners' Association.

6. A Detention Pond to be constructed on Lots 6,7,8,9,10,11 and 12, Block 6

A. The Owner does hereby dedicate for public use on, over and across Lots 6, 7, 8, 9, 10, 11 and 12, Block 6 for the purpose of permitting the flow, conveyance, detention, and discharge of stormwater runoff from the various lots within SILVERWOOD and from properties not included within SILVERWOOD. Use of this public area by members of the Association will be permitted. Playground equipment will not be permitted within this public area without the approval of the City of Bixby.

B. The detention and drainage facilities constructed within said Lots shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.

C. The detention facility, as long as it is in existence shall be maintained by the Association to be formed pursuant to Section V.

D. Upon action and approval by the City of Bixby City Council acting on a written request by the current Owner/Developer, the detention facility located on Lots 6,7,8,9,10,11, and 12, Block 6 shall be terminated and said lots may be then used for single-family residences according to the then existing requirements of the City of Bixby, provided however as a prerequisite for the approval by the City of Bixby of such use as single family residential lots, provisions for a new detention facility capable of meeting or exceeding the stormwater detention requirements of the terminated detention facility and complying with all current requirements of the City of Bixby, has been constructed and approved by the City; and the operation/maintenance of the detention facility has been defined and approved by the City.

E. Maintenance by The Association shall be in accordance with the following standards.

- (1) The detention easement areas shall be kept free of litter.
- (2) The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- (3) Other work necessary to achieve the intended drainage and detention function.
- (4) The detention facility shall be properly maintained as required to prevent the accumulation of any silt or debris and to prevent any erosion.
- (5) The inlet and outlet structures shall be maintained and/or repaired as required, to insure the proper operation of the detention facility in accordance with the regulations of the City of Bixby.
- (6) In the event The Association should fail to properly maintain the detention easement area as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by The Association.

7. Reserve "A", "B" & "C":

A. Reserve "A" shall be limited to use as open space and maintained by The Association. Landscaping and other improvements proposed within this reserve shall be approved by the City of Bixby prior to their installation. Public utilities as required, will be permitted within this Reserve.

B. Reserve "B" - Stormwater Detention & Recreational Use:

- (1) The Owner does hereby dedicate for public use on, over and across Reserve "B" for the purposes of permitting the flow, conveyance, Detention and discharge of stormwater runoff from the various Lots within SILVERWOOD and from properties not included within SILVERWOOD. Use of this reserve by members of The Association will be permitted. Playground equipment will not be permitted

within this reserve without the approval of the City of Bixby.

- (2) The detention and drainage facility constructed with Reserve "B" shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.
- (3) The detention facility shall be maintained by The Association to be formed pursuant to Section V.

Maintenance by The Association 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 paved swale within the detention facility shall be kept free of silt.
 - d. The detention facility shall be properly maintained as required to prevent the accumulation of any silt or debris and to prevent any erosion.
 - e. The inlet and outlet structures shall be maintained and/or repaired as required to insure the proper operation of the detention facility in accordance with the regulations of the City of Bixby.
 - f. Other work necessary to achieve the intended drainage and detention function.
- (4) In the event The Association should fail to properly maintain the detention easement area as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by The Association.

C. Reserves "C" & "D" are hereby reserved for the Overland Flow of Storm Water and Public Utility Use. Maintenance of these Reserves will be by The Association.

SECTION VI

DEVELOPMENT AND CONSTRUCTION STANDARDS

1. Architectural Committee:

No building, fence, or wall shall be erected, placed or altered on any lot in the subdivision until the plans, specifications, materials thereof, and plot plan have been approved in writing by a majority of an architectural committee composed of John L. Tracy, Delmar Davis, and David L. Tracy or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, materials, and plot plans, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members. In the event the Architectural Committee fails to approve or disapprove plans, specifications, materials, and/or plot plan submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval, or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

The captions hereon contained or otherwise appearing are for the sake of convenience only. In matters pertaining to the appearance of specific homes in SILVERWOOD Addition, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the By-laws of the Silverwood Homeowners' Association shall then become a fully enforceable part of these restrictive covenants.

Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the Architectural Committee or its designated representatives shall be deemed transferred to The Silverwood Homeowner's Association when a residence is built on ninety-five percent (95%) of the lots or upon written assignment to the Silverwood Homeowner's Association by the Architectural Committee, whichever occurs first, and thereafter the foregoing powers and Duties shall be exercised by the Board of Directors of the Silverwood Homeowner's Association.

2. All lots shall be single-family residential lots only. All houses shall have a minimum of 2,000 square feet of finished heated living area; however, houses with 1800 square feet of finished heated living area and 200 square feet or more of covered porches can be approved by the Architectural Committee. Two story and one and one-half story structures shall have a minimum of 1,200 square feet of finished heated living area on the first floor. The computation of living area shall not include any basement, garage, or attic area used for storage.

3. No building or part thereof shall be constructed and maintained on any lot nearer to the front property line than the building lines on the recorded plat of said Addition. No residence shall be built nearer than five (5) feet on one side of the lot and ten (10) feet on the other, except on the street side of corner lots where the building setback line as shown on the plat governs.

4. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are not permitted. Glass window panes will not be permitted in the garage doors.

5. No exposed foundation or stem wall will be allowed.

6. The exteriors of all structures shall be constructed of a minimum of fifty percent (50%) masonry to the first floor plate line provided however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls. Brick, stone, stucco, and Dryvit type systems shall all qualify as masonry.
7. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
8. No building shall have a roof pitch of less than 6/12 except porches and outbuildings. No porch or outbuilding shall have a roof pitch of less than 3/12.
9. All roofs shall be constructed of TAMKO-HERITAGE II SELF SEAL, twenty-five (25) year composition roof shingle or equal, as approved by the Architectural Committee. The approved shingle colors choices are weathered wood, antique slate, rustic black, and oxford grey or equal, as approved by the Architectural Committee.
10. No above-ground swimming pools shall be permitted on any lot in SILVERWOOD unless approved by the Architectural Committee and a six foot wood privacy fence is installed around the perimeter of the lot to screen the pool from the adjoining neighbors and streets.
11. No existing or off-site building residence may be moved onto or placed on any lot in the subdivision.
12. Outbuildings will be permitted, provided that they are architecturally compatible with the house, approved by the Architectural Committee prior to construction, and a six (6) foot privacy fence is installed on the perimeter of the lot to screen it from adjoining neighbors and the street. Outbuildings shall include any enclosed structure not directly attached to the residence and appurtenant thereto, provided the Architectural Committee may waive this restriction in the particular instance.
13. No retaining wall or any other permanent structure or improvement shall be built without prior approval of the Architectural Committee.
14. Fences: (a) No fencing shall extend beyond the building line of any residence. (b) If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner. (c) Fences shall be six foot wood privacy fence or chain link with wood posts and top rail. Fences other than those listed must be approved by the Architectural Committee. (d) No fence in excess of six (6) feet in height shall be permitted except the fences installed by the Owner/Developer along 11th Street and at the entrances. No chain link dog pens shall be permitted on any lot unless the residence also has a six (6) foot privacy fence installed around the perimeter of their lot.
15. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of high elevation and from public streets and easements, and the City of Bixby shall not be liable for any damages caused by reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No 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.
16. The owner of each lot shall maintain the surface drainage, either natural or artificial, over and across his lot.
17. Exterior antennas, including, but not limited to, television and "CB" radio, antennas shall be prohibited including satellite dishes with the following exception. Small satellite dishes which do not exceed twenty (20) inches in diameter shall be allowed as long as the dish is installed on the back or the side of the dwelling and out of view from any street within the subdivision.
18. Boats, trailers, motor homes, boat trailers, travel trailers, campers, inoperative vehicles or commercial vehicles in excess of one ton or other large recreational equipment shall not be parked or stored on any lot except within an enclosed garage.
19. No clothes line poles or other outdoor drying apparatus will be permitted on any lot, nor shall any trash container be exposed to any street except within twenty-four (24) hours of curb side collection.
20. All residences must use a brick mailbox pedestal of a design acceptable to the Architectural Committee. The mailbox shall be positioned so that it is accessible from the curb and within six (6) feet from the "inside edge" of the driveway. "inside edge" shall mean the edge of the driveway which borders the largest continuous lot area.
21. No obnoxious or offensive trade or activity shall be conducted on any lot in this subdivision, nor shall anything be done thereon which may be, or may become a nuisance or annoyance to the neighborhood.
22. No animals, livestock or poultry of any kind may be maintained, bred, sold or kept in this Addition except that two dogs, two cats, or any other household pets may be kept provided they are not used for commercial purposes.
23. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of the construction, sales, and promotion which might otherwise be prohibited, to the extent such temporary uses are permitted by the ordinances of the City of Bixby.
24. No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction, and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

Section VII

ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, SEVERABILITY, AND DEFINITIONS

A. 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 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 hereafter provided. If the undersigned Owner/Developer, or its successors or assigns shall violate any or the covenants hereon, it shall be lawful for the City of Bixby or any person owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or to compel compliance with the covenants or to recover damages for such violations.

B. Amendment or Termination By Owner/Developer

The Owner/Developer of Silverwood reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is the Owner of any Lot or portion thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by it as the developer and filed in County Clerk's Office in the Court House of Tulsa County, Oklahoma.

C. Minor Amendments

The foregoing restrictions shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements that may subsequently be approved by the Bixby Metropolitan Area Planning Commission pursuant to its review of a minor amendment processed in accordance with the provisions of the Bixby Zoning Code, and the filing of a certified copy of the minutes of the Bixby Metropolitan Area Planning Commission with the Tulsa County Clerk.

D. Severability

These 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, by an order, judgement, or decree of any court, or otherwise 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 contained, or to otherwise give maximum effect to the intent of the undersigned. Failure of the Grantor, or any successor in title, to enforce any given restriction or covenant, or condition 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.

E. Definitions

In the event of ambiguity of any word or term set forth herein, 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.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF said SILVERWOOD DEVELOPMENT, INC., an Oklahoma Corporation, as owner, does hereby certify that it has caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat and have caused these presents to be executed by its President, hereunto duly authorized this 27th day of June, 2001.

SILVERWOOD DEVELOPMENT, INC.,
an Oklahoma Corporation

By: John L. Tracy
John L. Tracy, President

[Signature]
CITY CLERK

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of June, 2001, personally appeared John L. Tracy, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My Commission Expires: January 7, 2002

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox & Associates, Inc. Engineers of Tulsa, Oklahoma, a Registered Professional Land Surveyor in the State of Oklahoma, hereby certify that I have at the instance of the Owner designated above, caused the above described survey to be performed under my supervision and I have fully complied with requirements of the City of Bixby's subdivision regulations and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; herein described above, and that said plat designated herein as SILVERWOOD, an addition to the City of Bixby, Tulsa County, State of Oklahoma, is a correct representation of all exterior boundaries of the land surveyed and the subdivision of it. The survey was 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 27th day of June, 2001.

COX & ASSOCIATES, INC.

By: Jack C. Cox
JACK C. COX, Registered Professional
Land Surveyor, #531

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of June, 2001, personally appeared Jack C. Cox, 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. Given under my hand and seal of office the day and year above written.

[Signature]
Notary Public

My Commission Expires: January 7, 2002

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SILVERWOOD DEVELOPMENT, INC., an Oklahoma Corporation is the OWNER of the following described property:

All of the SE 1/4 SW 1/4, Section 23, Township 10 North, Range 13 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, City of Bixby, Tulsa County, State of Oklahoma.

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

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.
2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, 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 and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of-ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Bixby and the owner of each lot agrees to be bound hereby.

B. Underground Services:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the East and South perimeter easements of the subdivision. 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 way dedicated for general utility services and in the right-of-way of the public streets as depicted on the accompanying Plat. Service pedestals and transformers, as sources of supply a secondary voltage, may also be located in the easement ways.
2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement of the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
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 easement ways 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. 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.
5. The foregoing covenants set forth in this Paragraph B shall be enforceable by each 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 Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the 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 structures, to include valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.
3. The City of Bixby 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, or agents or contractors of the owner.
4. 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 the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Bixby shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Bixby and the owner of such lot agrees to be bound hereby.

D. Gas Service:

1. 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 for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. 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 which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said 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.
3. The foregoing covenants set forth in this Paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping Within Easements:

The owner of the lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation of or maintenance to the underground water, sewer, storm sewer, 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

SURFACE DRAINAGE AND LIMITS OF NO ACCESS

A. 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. No lot owner shall modify or change the direction of drainage of surface stormwater from the original approved Final Plat. The lot owner shall prevent the alteration of grade within all easement areas from the original easements (finish grade) or allow any construction activity which may interfere with such public water mains, valves, and/or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

B. Limits Of No Access:

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 11th Street South within 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.

SECTION III

PUBLIC IMPROVEMENTS AND MAINTENANCE

- A. All streets shall be graded, base material applied and surfaces paved in accordance with the Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, street 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. Any exterior sidewalks along 11th Street shall be constructed at the time of actual development. The streets, exterior 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.
- B. Interior sidewalks shall be constructed by each Lot Owner in compliance with the Engineering 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 IV

ZONING AND DEVELOPMENT RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to impose 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. The development of SILVERWOOD shall be subject to the provisions of the Bixby Zoning Ordinance, as the same existed on _____, or as subsequently amended.
2. All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.

SECTION V
HOMEOWNERS' ASSOCIATION

1. Formation of Homeowners' Association:

The Owner/Developer has formed or shall cause to be formed the Silverwood 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 purpose of maintaining the common areas, including but without limitation the landscaping, fencing, reserves, and detention facilities and enhancing the value, desirability and attractiveness of SILVERWOOD.

2. 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 in the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

3. Covenant for Assessments:

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed hereafter, 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 prior to the conveyance of a lot within SILVERWOOD. An assessment shall be a lien on the lot upon which it is made, but the lien shall be subordinate to the lien of any first mortgage.

4. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, in the same manner 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.

5. Improvements Within the Fence Easements:

The front, wall and other improvements constructed within the easements as shown on the recorded plat of SILVERWOOD, will be maintained by the Homeowners' Association.

6. A Detention Pond to be constructed on Lots 6,7,8,9,10,11 and 12, Block 6

A. The Owner does hereby dedicate for public use on, over and across Lots 6, 7, 8, 9, 10, 11 and 12, Block 6 for the purpose of permitting the flow, conveyance, detention, and discharge of stormwater runoff from the various lots within SILVERWOOD and from properties not included within SILVERWOOD. Use of this public area by members of the Association will be permitted. Playground equipment will not be permitted within this public area without the approval of the City of Bixby.

B. The detention and drainage facilities constructed within said Lots shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.

C. The detention facility, as long as it is in existence shall be maintained by the Association to be formed pursuant to Section V.

D. Upon action and approval by the City of Bixby City Council acting on a written request by the current Owner/Developer, the detention facility located on Lots 6,7,8,9,10,11, and 12, Block 6 shall be terminated and said lots may be then used for single-family residences according to the then existing requirements of the City of Bixby, provided however as a prerequisite for the approval by the City of Bixby of such use as single family residential lots, provisions for a new detention facility capable of meeting or exceeding the stormwater detention requirements of the terminated detention facility and complying with all current requirements of the City of Bixby, has been constructed and approved by the City; and the operation and maintenance of the detention facility has been defined and accepted by the City.

E. Maintenance by The Association shall be in accordance with the following standards.

- (1) The detention easement areas shall be kept free of litter.
- (2) The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- (3) Other work necessary to achieve the intended drainage and detention function.
- (4) The detention facility shall be properly maintained as required to prevent the accumulation of any silt or debris and to prevent any erosion.
- (5) The inlet and outlet structures shall be maintained and/or repaired as required, to insure the proper operation of the detention facility in accordance with the regulations of the City of Bixby.
- (6) In the event The Association should fail to properly maintain the detention easement area as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by The Association.

7. Reserve "A", "B" & "C":

A. Reserve "A" shall be limited to use as open space and maintained by The Association. Landscaping and other improvements proposed within this reserve shall be approved by the City of Bixby prior to their installation. Public utilities as required, will be permitted within this Reserve.

B. Reserve "B" - Stormwater Detention & Recreational Use:

- (1) The Owner does hereby dedicate for public use on, over and across Reserve "B" for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within SILVERWOOD and from properties not included within SILVERWOOD. Use of this reserve by members of The Association will be permitted. Playground equipment will not be permitted

within this reserve without the approval of the City of Bixby.

- (2) The detention and drainage facility constructed with Reserve "B" shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.
- (3) The detention facility shall be maintained by The Association to be formed pursuant to Section V.

Maintenance by The Association shall be in accordance with the following standards.

- a. The detention assessment areas shall be kept free of silt.
- b. The detention assessment areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- c. The paved areas within the detention facility shall be kept free of silt.
- d. The detention facility shall be properly maintained as required to prevent the accumulation of any silt or debris and to prevent any erosion.
- e. The inlet and outlet structures shall be maintained and/or repaired as required to insure the proper operation of the detention facility in accordance with the regulations of the City of Bixby.
- f. Other work necessary to achieve the intended drainage and detention function.

- (4) In the event The Association should fail to properly maintain the detention assessment area as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention assessment area and perform such maintenance, and the cost thereof shall be paid by The Association.

- C. Reserves "C" "B" "D" are hereby reserved for the Overland Flow of Storm Water and Public Utility Use. Maintenance of these Reserves will be by the Association.

SECTION VI

DEVELOPMENT AND CONSTRUCTION STANDARDS

1. Architectural Committee:

No building, fence, or wall shall be erected, placed or altered on any lot in the subdivision until the plans, specifications, materials, thereof, and plot plan have been approved in writing by a majority of an architectural committee composed of John L. Tracy, Delmer Doyle, and David L. Tracy or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, materials, and plot plans, and to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members. In the event the Architectural Committee fails to approve or disapprove plans, specifications, materials, and/or plot plan submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval, or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

The options herein contained or otherwise appearing are for the sake of convenience only. In matters pertaining to the appearance of specific homes in SILVERWOOD Addition, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the By-laws of the Silverwood Homeowner's Association shall then become a fully enforceable part of these restrictive covenants.

Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the Architectural Committee or its designated representatives shall be deemed transferred to The Silverwood Homeowner's Association when a residence is built on ninety-five percent (95%) of the lots or upon written assignment to the Silverwood Homeowner's Association by the Architectural Committee, whichever occurs first, and thereafter the foregoing powers and duties shall be exercised by the Board of Directors of the Silverwood Homeowner's Association.

2. All lots shall be single-family residential lots only. All houses shall have a minimum of 2,000 square feet of finished heated living area; however, houses with 1800 square feet of finished heated living area and 200 square feet or more of covered porches can be approved by the Architectural Committee. Two story and one and one-half story structures shall have a minimum of 1,200 square feet of finished heated living area on the first floor. The computation of living area shall not include any basement, garage, or attic area used for storage.

3. No building or part thereof shall be constructed and maintained on any lot nearer to the front property line than the building lines on the recorded plat of said Addition. No residence shall be built nearer than five (5) feet on one side of the lot and ten (10) feet on the other, except on the street side of corner lots where the building setback line as shown on the plat governs.

4. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are not permitted. Glass window panes will not be permitted in the garage doors.

5. No exposed foundation or stem wall will be allowed.

6. The exteriors of all structures shall be constructed of a minimum of fifty percent (50%) masonry to the first floor plate line provided however, that the crew of all windows and doors installed in exterior walls shall be excluded in the determination of the area of exterior walls. Brick, stone, stucco, and Dryvit type systems shall all qualify as masonry.
7. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.
8. No building shall have a roof pitch of less than 6/12 except porches and outbuildings. No porch or outbuilding shall have a roof pitch of less than 3/12.
9. All roofs shall be constructed of TAMKO-HERITAGE II SELF SEAL, twenty-five (25) year composition roof shingle or equal, as approved by the Architectural Committee. The approved shingle colors choices are weathered wood, antique slate, rustic black, and oxford grey or equal, as approved by the Architectural Committee.
10. No above-ground swimming pools shall be permitted on any lot in SILVERWOOD unless approved by the Architectural Committee and a six foot wood privacy fence is installed around the perimeter of the lot to screen the pool from the adjoining neighbors and streets.
11. No existing or off-site building residence may be moved onto or placed on any lot in the subdivision.
12. Outbuildings will be permitted, provided that they are architecturally compatible with the house, approved by the Architectural Committee prior to construction, and a six (6) foot privacy fence is installed on the perimeter of the lot to screen it from adjoining neighbors and the street. Outbuildings shall include any enclosed structure not directly attached to the residence and approved thereto, provided the Architectural Committee may waive this restriction in the particular instance.
13. No retaining wall or any other permanent structure or improvement shall be built without prior approval of the Architectural Committee.
14. Fences: (a) No fencing shall extend beyond the building line of a residence. (b) If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street of such end corner. (c) Fences shall be six foot wood privacy fence or shall be link with wood posts and top rail. Fences other than those listed must be approved by the Architectural Committee. (d) No fence in excess of six (6) feet in height shall be permitted except the fences installed by the Owner/Developer along 11th Street and at the entrance. No chain link dog park shall be permitted on any lot unless the residence also has a six (6) foot privacy fence installed around the perimeter of their lot.
15. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of high elevation and from public streets and easements, and the City of Bixby shall not be liable for any damages caused by reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No 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.
16. The owner of each lot shall maintain the surface drainage, either natural or artificial, over and across his lot.
17. Exterior antennas, including, but not limited to, television and "CB" radio, antennas shall be prohibited including satellite dishes with the following exception. Small satellite dishes which do not exceed twenty (20) inches in diameter shall be allowed as long as the dish is installed on the back or the side of the dwelling and out of view from any street within the subdivision.
18. Boats, trailers, motor homes, boat trailers, travel trailers, campers, inoperative vehicles or commercial vehicles in excess of one ton or other large recreational equipment shall not be parked or stored on any lot except within an enclosed garage.
19. No clothes line poles or other outdoor drying apparatus will be permitted on any lot, nor shall any trash canister be exposed to any street except within twenty-four (24) hours of curb side collection.
20. All residences must use a brick mailbox pedestal of a design acceptable to the Architectural Committee. The mailbox shall be positioned so that it is accessible from the curb and within six (6) feet from the "inside edge" of the driveway. "inside edge" shall mean the edge of the driveway which borders the largest continuous lot area.
21. No obnoxious or offensive trade or activity shall be conducted on any lot in this subdivision, nor shall anything be done thereon which may be, or may become a nuisance or annoyance to the neighborhood.
22. No animals, livestock or poultry of any kind may be maintained, bred, sold or kept in this Addition except that two dogs, two cats, or any other household pets may be kept provided they are not used for commercial purposes.
23. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of the construction, sales, and promotion which might otherwise be prohibited, to the extent such temporary uses are permitted by the ordinances of the City of Bixby.
24. No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction, and that the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

Section VII

ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, SEVERABILITY, AND DEFINITIONS

A. 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 grantee, successors and assigns and all parties claiming under 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 hereafter provided. If the undersigned Owner/Developer, or its successors or assigns shall violate any of the covenants herein, it shall be lawful for the City of Bixby or any person owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or to compel compliance with the covenants or to recover damages for such violation.

B. Amendment or Termination By Owner/Developer

The Owner/Developer of Silverwood reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is the Owner of any Lot or portion thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by it as the developer and filed in County Clerk's Office in the Court House of Tulsa County, Oklahoma.

C. Minor Amendments

The foregoing restrictions shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements that may subsequently be approved by the Bixby Metropolitan Area Planning Commission pursuant to its review of a minor amendment processed in accordance with the provisions of the Bixby Zoning Code, and the filing of a certified copy of the minutes of the Bixby Metropolitan Area Planning Commission with the Tulsa County Clerk.

D. Severability

These restrictive covenants, together with the other documents incorporated by reference, shall be construed as one entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained, by an order, judgement, or decree of any court, or otherwise 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 contained, or to otherwise give maximum effect to the intent of the undersigned. Failure of the Grantor, or any successor in title, to enforce any given restriction or condition 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.

E. Definitions

In the event of ambiguity of any word or term set forth herein, 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.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF said SILVERWOOD DEVELOPMENT, INC., an Oklahoma Corporation, as owner, does hereby certify that it has caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat and have caused these presents to be executed by its President, hereunto duly authorized this 27th day of January, 2001.

SILVERWOOD DEVELOPMENT, INC.
an Oklahoma Corporation

By: John L. Tracy
John L. Tracy, President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of January, 2001, personally appeared John L. Tracy, to me known to be the identical person who subscribed the name of the maker thereof in the foregoing instrument and as its President acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation for the uses and purposes therein set forth.

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

Shirley W. Henry
Notary Public

My Commission Expires: January 7, 2002

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox & Associates, Inc. Engineers of Tulsa, Oklahoma, a Registered Professional Land Surveyor in the State of Oklahoma, hereby certify that I have at the instance of the Owner designated above, caused the above described survey to be performed under my supervision and I have fully complied with requirements of the City of Bixby's subdivision regulations and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land herein described above, and that said plat designated herein as SILVERWOOD, an addition to the City of Bixby, Tulsa County, State of Oklahoma, is a correct representation of all exterior boundaries of the land surveyed and the subdivision as it. The survey was made on the ground using generally accepted practices and means or exceeds the Oklahoma minimum standards for the practice of land surveying.

WITNESS my hand and seal this 27th day of June, 2001.

COX & ASSOCIATES, INC.

By: Jack C. Cox
JACK C. COX, Registered Professional Land Surveyor, #531

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of June, 2001, personally appeared Jack C. Cox, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor in the foregoing certificate as his free and voluntary act and deed, for the uses and purposes therein designated. Given under my hand and seal of office the day and year above written.

Shirley W. Henry
Notary Public

My Commission Expires: January 7, 2002

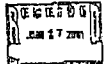
PLAT NO. 5543

DATE FILED JULY 11, 2001

SILVERWOOD

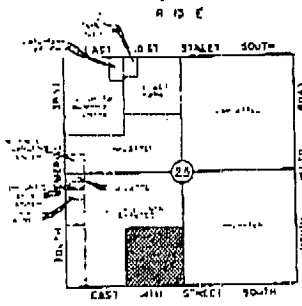
FINAL PLAT

A SUBDIVISION OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER, SECTION 25, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.



CURVE DATA

1	0+23	D=1000.00'	L=331.7'
2	0+23	D=787.25'	L=244.4'
3	0+200	D=200.00'	L=78.99'
4	0+200	D=400.00'	L=157.99'
5	0+200	D=600.00'	L=236.99'
6	0+200	D=800.00'	L=315.99'
7	0+200	D=1000.00'	L=394.99'
8	0+200	D=1200.00'	L=473.99'
9	0+200	D=1400.00'	L=552.99'
10	0+200	D=1600.00'	L=631.99'
11	0+200	D=1800.00'	L=710.99'
12	0+200	D=2000.00'	L=789.99'
13	0+200	D=2200.00'	L=868.99'
14	0+200	D=2400.00'	L=947.99'
15	0+200	D=2600.00'	L=1026.99'
16	0+200	D=2800.00'	L=1105.99'
17	0+200	D=3000.00'	L=1184.99'
18	0+200	D=3200.00'	L=1263.99'
19	0+200	D=3400.00'	L=1342.99'
20	0+200	D=3600.00'	L=1421.99'
21	0+200	D=3800.00'	L=1500.99'
22	0+200	D=4000.00'	L=1579.99'
23	0+200	D=4200.00'	L=1658.99'
24	0+200	D=4400.00'	L=1737.99'
25	0+200	D=4600.00'	L=1816.99'
26	0+200	D=4800.00'	L=1895.99'
27	0+200	D=5000.00'	L=1974.99'
28	0+200	D=5200.00'	L=2053.99'
29	0+200	D=5400.00'	L=2132.99'
30	0+200	D=5600.00'	L=2211.99'
31	0+200	D=5800.00'	L=2290.99'
32	0+200	D=6000.00'	L=2369.99'
33	0+200	D=6200.00'	L=2448.99'
34	0+200	D=6400.00'	L=2527.99'
35	0+200	D=6600.00'	L=2606.99'
36	0+200	D=6800.00'	L=2685.99'
37	0+200	D=7000.00'	L=2764.99'
38	0+200	D=7200.00'	L=2843.99'
39	0+200	D=7400.00'	L=2922.99'
40	0+200	D=7600.00'	L=3001.99'
41	0+200	D=7800.00'	L=3080.99'
42	0+200	D=8000.00'	L=3159.99'
43	0+200	D=8200.00'	L=3238.99'
44	0+200	D=8400.00'	L=3317.99'
45	0+200	D=8600.00'	L=3396.99'
46	0+200	D=8800.00'	L=3475.99'
47	0+200	D=9000.00'	L=3554.99'
48	0+200	D=9200.00'	L=3633.99'
49	0+200	D=9400.00'	L=3712.99'
50	0+200	D=9600.00'	L=3791.99'
51	0+200	D=9800.00'	L=3870.99'
52	0+200	D=10000.00'	L=3949.99'
53	0+200	D=10200.00'	L=4028.99'



LOCATION MAP
SCALE 1"=2000'

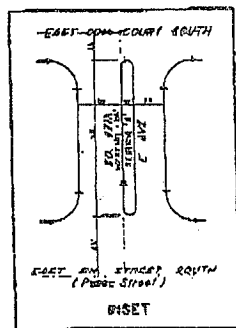
OWNER:
SILVERWOOD DEVELOPMENT, INC
2705 South 60th East Avenue
Tulsa, Oklahoma 74123
Tel. (918) 662-0505

ENGINEER:
COX & ASSOCIATES, INC
7933 East 57th Street South
Tulsa, Oklahoma 74125
Tel. (918) 444-7172
Certificate of Authorization No. 561
Expiration: 6-30-01

SCALE
127 LOTS
40,027.2 ACRES
MINIMUM LOT SIZE - 70'x125'

LEGEND
BL - DENOTES BUILDING LINC
P/C - DENOTES PAVEMENT BASEMENT
U/C - DENOTES UTILITY EASEMENT
L/A - DENOTES LIMITS OF ACCESS
LWA - DENOTES LIMITS OF NO ACCESS

NOTE:
This plat is subject to the terms and conditions of the plat of the same name as shown on page 30 of this plat. The plat of the same name as shown on page 30 of this plat is hereby incorporated by reference into this plat and shall remain in full force and effect in the absence of a new plat of the same name as shown on page 30 of this plat.



CERTIFICATE
I, Roy Malernee, City of Tulsa, Oklahoma, do hereby certify that the plat of the same name as shown on page 30 of this plat is hereby incorporated by reference into this plat and shall remain in full force and effect in the absence of a new plat of the same name as shown on page 30 of this plat.

STATE OF OKLAHOMA)
CITY OF TULSA)
I, Roy Malernee, City of Tulsa, Oklahoma, do hereby certify that the plat of the same name as shown on page 30 of this plat is hereby incorporated by reference into this plat and shall remain in full force and effect in the absence of a new plat of the same name as shown on page 30 of this plat.

A DEVIATION FACILITY TO BE CONSTRUCTED ON LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, BLOCK 6, SECTION 25 OF THE COVENANTS

