

The Declaration of Covenants, Conditions and Restrictions

OSGROSS AT 86TH STREET PHASE IV IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY. IT IS THE INTENT AND DESIRE OF THE OWNERS OF SAID PHASE IV TO MAINTAIN AND ENHANCE THE BEAUTY OF THE AREA...

A TRACT OF LAND THAT IS LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE THIRTIETH (30) EAST OF THE INDIAN BASE AND MERIDIAN (26.84), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, SPLIT AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN ACCORDANCE WITH THE ACCOMPANYING PLAT AND STREET THEREOF, WHICH PLAT IS A PART HEREOF...

ARTICLE I PUBLIC UTILITIES AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM DRAINAGE, WATER MAINS, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TELEPHONE LINES, GAS LINES, GAS SERVICE LINES, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THEREON...

ARTICLE II UNDERGROUND ELECTRIC AND COMMUNICATION AND GAS SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION AND GAS SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED OUTSIDE THE PERIMETER OF THE SUBDIVISION...

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND SUPPLY AT SEPARATE UTILITIES, WHICH MAY ALSO BE LOCATED IN SAID EASEMENTS.

C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ANY LOT IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDIESTAL OR TRANSFORMER LOCATED UPON EACH SAID LOT...

D. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE ACCESS TO THE SUBDIVISION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REPAIRING OR REPLACING ANY OF THE UTILITIES OR EQUIPMENT OF THE UTILITIES...

E. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES...

F. WATER, SANITARY AND STORM DRAIN. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER LINES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADES FROM THE ORIGINAL CONTOURS ON ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES...

G. RURAL WATER DISTRICT NO. 10, WASHINGTON COUNTY, OR AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR PRIMARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR REPLACEMENT OF SUCH FACILITIES CAUSED OR NECESSARY BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS...

H. LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPE AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE...

I. RESERVE AREA 'A'. RESERVE AREA 'A' WILL BE FOR STORM WATER DRAINAGE FACILITIES THAT WILL BE OWNED TO AND MAINTAINED BY THE 'CROSSING AT 86TH STREET ASSOCIATION' PROPERTY OWNERS ASSOCIATION AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF TULSA COUNTY, OKLAHOMA...

J. RESERVE AREA 'B'. RESERVE AREA 'B' SHALL BE DEEMED TO BE THE 'CROSSING AT 86TH STREET ASSOCIATION' PROPERTY OWNERS ASSOCIATION FOR THE PURPOSES OF A UTILITY EASEMENT AND SHALL BE MAINTAINED BY THE ASSOCIATION...

K. FINISHED FLOOR ELEVATIONS. THE FINISHED FLOOR ELEVATIONS AS SHOWN ON THE FINAL PLAT ARE RECOMMENDED ELEVATIONS AND SHOULD NOT BE CONSIDERED AS THE FINAL DESIGNED FLOOR FINISHED FLOOR ELEVATION OF ANY PROPOSED DWELLING...

ARTICLE III RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

21. DWELLINGS. UNLESS STATED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

A. DWELLING SIZE. ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 2400 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 2800 SQUARE FEET...

B. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST 20% OF THE EXTERIOR WALLS THEREOF COMPOSED OF BRICK OR STONE TO THE FIRST FLOOR PLATE. THE REMAINDER OF THE EXTERIOR WALLS SHALL BE COMPOSED OF PORTLAND CEMENT CONCRETE OR OTHER MATERIALS WHICH SHALL BE APPROVED BY THE DEVELOPER...

C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSIBLE BY AN OVERHEAD GARAGE DOOR...

D. GARAGE DOORS. ALL GARAGE DOORS SHALL BE OPERATED BY REMOTE CONTROL OR BY A REMOTE CONTROL SYSTEM LOCATED IN THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY FIRE, FLOOD OR OTHER FORMS OF CASUALTY INSURANCE...

E. GARAGE LIGHTS. ALL GARAGE LIGHTS SHALL BE OPERATED BY REMOTE CONTROL OR BY A REMOTE CONTROL SYSTEM LOCATED IN THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY FIRE, FLOOD OR OTHER FORMS OF CASUALTY INSURANCE...

F. GARAGE VENTILATION. ALL GARAGE VENTILATION SHALL BE PROVIDED BY MEANS OF A SINGLE VENT GARAGE DOOR, ALL OTHER GARAGE ENTRY AND DOORS WILL BE SOLE OR REAR ACCESS.

Final Plat Crossing at 86th Street Phase IV

A PART OF THE NW 1/4 OF SECTION 26, T-21-N, R-13-E AN ADDITION TO TULSA COUNTY, OKLAHOMA

D. PAINT DECOR. ALL PAINT DECOR SHALL BE AN INTERNAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SPANGLER COLOR AND MATERIALS AS THE RESIDENCE.

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL. EACH DRIVEWAY WILL HAVE EITHER A UNIFORM CONCRETE HEADCURL APPROVED BY THE DEVELOPER OR A HEADCURL WILL BE CONSTRUCTED OF MASONRY TO MATCH THE BRICK OF THE HOME...

F. WALKWAYS. ALL WALKWAYS WILL USE MASONRY ENCLAVES/STRUCTURES MATCHING MASONRY USED ON THE HOUSE EXTERIOR.

G. ROOF FINISH MATERIALS. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 10%. ROOF MATERIALS SHALL BE HERICIDE # OR EQUAL CORROSION RESISTANT AND SHALL BE DARK EARTH TONE IN COLOR TO RESEMBLE WEATHERED WOOD.

H. SCENERY. LANDSCAPING. UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE OWNER SHALL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF THE SCENERY OF THE LOT TO BE KEPT TO PERPETUATE THE SCENERY OF THE LOT...

I. WINDOWS. ALL WINDOWS WILL BE VINYL CONSTRUCTION ONLY.

J. CHIMNEYS. NO VISIBLE CHIMNEYS WILL BE ALLOWED UNLESS CONSTRUCTED WITH MASONRY.

K. APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE SUBDIVISION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE RIGHT TO CONTROL THE BUILDING STRUCTURES AND OTHER IMPROVEMENTS PLACED ON SAID LOTS...

L. MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY BUILDING PLANS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

M. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

N. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

O. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

P. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

Q. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

R. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

S. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

T. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

U. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

V. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

W. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

X. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

Y. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

Z. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

AA. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

AB. APPROVAL OF FINISHING MATERIALS. THE DEVELOPER SHALL HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANY FINISHING MATERIALS THAT ARE SUBMITTED TO HIM FOR HIS REVIEW OF PLANS OR CONSTRUCTION OF ANY LOT EXCEPT FOR WATER HEATERS AUTHORIZED BY THE DEVELOPER...

37. AIRCRAFT. NO HELICOPTERS, AIRCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED OR PARKED WITHIN THE SUBDIVISION.

38. AIR CONDITIONING. NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.

39. STORAGE. NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR TOOLS SHALL BE PERMITTED ON ANY LOT EXCEPT FOR A PERIOD OF SIXTY (60) DAYS FROM THE START OF CONSTRUCTION...

40. VEHICLES. MOTORCYCLES, NO VEHICLE, MOTORCYCLE, OFF ROAD MOTORCYCLE, MOTOR BIKE, RECREATIONAL VEHICLE, TRAILER, BOAT OR RECREATIONAL WATERCRAFT, WHETHER OR NOT OPERABLE, COLLECTIVELY REFERRED TO AS 'VEHICLES' SHALL BE KEPT, PARKED, STORED OR STORED ON ANY LAWN OR GRASS. SUCH VEHICLES SHALL BE KEPT IN A GARAGE OR ON A CONCRETE DRIVEWAY OR CONCRETE PAD...

41. SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY RESIDENTIAL LOT EXCEPT ONE SIGN OF A MAXIMUM SIZE OF SIXTY (60) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY OR SIGN OF THE SAME SIZE LIMITED TO THE PURPOSE OF ADVERTISING FOR A RESIDENTIAL POLITICAL ELECTION...

42. WASTE. NO RESIDENTIAL LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE. NO BURNING OF TRASH SHALL BE PERMITTED. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL RESIDENTIAL STORAGE OR DISPOSAL OF WASTE MATERIALS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER...

43. WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO. 10, WASHINGTON COUNTY.

44. SANITARY SEWER DISPOSAL. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEO APPROVED APPROVED SEWER DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED OR MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

45. DRAINAGE. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNIMPROVED MANNER THE STORM AND SURFACE WATERS FROM THE INTERSECTION OF RIVER ELEVATION AND FROM THE STREETS AND DRIVEWAYS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPED THE FLOW OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT...

46. COMPLIANCE WITH CODE. ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

ARTICLE IV PROPERTY OWNERS' ASSOCIATION

47. PROPERTY OWNERS' ASSOCIATION. A PROPERTY OWNERS' ASSOCIATION, KNOWN AS 'CROSSING AT 86TH STREET ASSOCIATION', AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 49 O.S. 1991, 1991, ET SEQ. TO MAINTAIN THE ESTATE AND THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE...

48. ASSESSMENTS. THE FOLLOWING ANNUAL ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS: \$200.00 PER YEAR PER LOT. \$200.00 PER YEAR PER LOT PER YEAR FOR THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO FIFTEEN PERCENT (15%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE OWNERS OF LOTS IN THE ASSOCIATION...

49. REMOVAL OF CROSSING AT 86TH STREET PHASE IV. IN CONNECTION WITH THE PROPOSED SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION, THE DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN HIS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH EXTENT AS HE MAY DEEM NECESSARY TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION AND MAINTENANCE OF SUCH FACILITIES AS ARE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

50. CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. THE DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. THE DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON SUCH PROPERTY AS THE DEVELOPER MAY PERMIT TO SUCH EXTENT AND IN SUCH MANNER AS TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

51. DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE CROSSING AT 86TH STREET ASSOCIATION FROM THE RECEIPT HEREOF UNTIL SUCH TIME AS THE BOARD OF DIRECTORS CONTROL THEREOF IS SET FORTH HEREIN. THE DATE ON WHICH THE DEVELOPER'S RIGHTS UNDER THIS SECTION, 5.1, SHALL TERMINATE SHALL BE DEFERRED TO THE 'TURNOVER DATE'...

52. REMOVAL OF CROSSING AT 86TH STREET PHASE IV. IN CONNECTION WITH THE PROPOSED SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION, THE DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN HIS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH EXTENT AS HE MAY DEEM NECESSARY TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

53. CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. THE DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. THE DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON SUCH PROPERTY AS THE DEVELOPER MAY PERMIT TO SUCH EXTENT AND IN SUCH MANNER AS TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

54. DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE CROSSING AT 86TH STREET ASSOCIATION FROM THE RECEIPT HEREOF UNTIL SUCH TIME AS THE BOARD OF DIRECTORS CONTROL THEREOF IS SET FORTH HEREIN. THE DATE ON WHICH THE DEVELOPER'S RIGHTS UNDER THIS SECTION, 5.4, SHALL TERMINATE SHALL BE DEFERRED TO THE 'TURNOVER DATE'...

55. REMOVAL OF CROSSING AT 86TH STREET PHASE IV. IN CONNECTION WITH THE PROPOSED SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION, THE DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN HIS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH EXTENT AS HE MAY DEEM NECESSARY TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

56. CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. THE DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. THE DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON SUCH PROPERTY AS THE DEVELOPER MAY PERMIT TO SUCH EXTENT AND IN SUCH MANNER AS TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

57. DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE CROSSING AT 86TH STREET ASSOCIATION FROM THE RECEIPT HEREOF UNTIL SUCH TIME AS THE BOARD OF DIRECTORS CONTROL THEREOF IS SET FORTH HEREIN. THE DATE ON WHICH THE DEVELOPER'S RIGHTS UNDER THIS SECTION, 5.4, SHALL TERMINATE SHALL BE DEFERRED TO THE 'TURNOVER DATE'...

58. REMOVAL OF CROSSING AT 86TH STREET PHASE IV. IN CONNECTION WITH THE PROPOSED SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION, THE DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN HIS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH EXTENT AS HE MAY DEEM NECESSARY TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

59. CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. THE DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. THE DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON SUCH PROPERTY AS THE DEVELOPER MAY PERMIT TO SUCH EXTENT AND IN SUCH MANNER AS TO BE NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, UPGRADE AND OPERATE SUCH TEMPORARY OR PERMANENT IMPROVEMENTS...

60. DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE CROSSING AT 86TH STREET ASSOCIATION FROM THE RECEIPT HEREOF UNTIL SUCH TIME AS THE BOARD OF DIRECTORS CONTROL THEREOF IS SET FORTH HEREIN. THE DATE ON WHICH THE DEVELOPER'S RIGHTS UNDER THIS SECTION, 5.4, SHALL TERMINATE SHALL BE DEFERRED TO THE 'TURNOVER DATE'...

61. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

62. DEVELOPER'S WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBDIVISION OR ANY IMPROVEMENT IN THE SUBDIVISION. THE SUPPORT OF UTILITIES, THE STRUCTURE MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION THE COMMON AREAS AND INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

63. RIGHTS EFFECTED BY AMENDMENTS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

A. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY THE DEVELOPER AT ANY TIME IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH. (A) IF SUCH AMENDMENT IS REQUIRED BY AN INSTRUMENTAL OR GOVERNMENTAL ORDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION, (B) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO ISSUE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION, (C) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION OR (D) TO MODIFY OR TO THE PROVISIONS OF THIS DECLARATION TO ACCOMMODATE OTHER SITUATIONS AND CIRCUMSTANCES WHICH THE DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MERCHANTABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IN HEREST RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND A CONSENT TO THE RESERVATION OF, THE POWER TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREAFTER SHALL TERMINATE AT THE TURNOVER DATE.

B. IN GENERAL, AFTER THE TURNOVER DATE, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE TOTAL VOTES OF ONE OR MORE OWNERS OF AT LEAST TWO-THIRDS (2/3) OF THE LOTS EXCEPT THAT (1) THE PROVISIONS OF THIS PARAGRAPH MAY BE AMENDED ONLY BY AN INSTRUMENT DEPOSITED BY ALL OF THE OWNERS AND (2) ANY PROVISION RELATES TO THE RIGHT OF THE DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT SHALL NOT BE DEEMED TO WAIVE HEREST RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND A CONSENT TO THE RESERVATION OF, THE POWER TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREAFTER SHALL TERMINATE AT THE TURNOVER DATE.

ARTICLE VII ARCHITECTURAL/BUILDER COMMITTEE

71. COMMITTEE. AN ARCHITECTURAL/BUILDER COMMITTEE WILL BE FORMED TO REVIEW ADDITIONAL DESIGN REQUEST FROM BUILDERS/OWNER. THIS COMMITTEE WILL SUGGEST/CONTROL ASPECTS OF CONSTRUCTION THAT WILL INCLUDE, BUT NOT LIMITED TO, ROOF SHINGLE COLOR, EXTERIOR PAINT COLOR, EXTERIOR LIGHTING, EXTERIOR WINDOW COORDINATION, STAIRCASE, EXTERIOR STREET LIGHTING, TELEVISION RECEIVING DEVICES, FENCING, BUILDING MATERIAL USE, ETC.

72. TRASH RECYCLING. DURING CONSTRUCTION ALL TRASH, TRASH CONTAINERS, OR PACKAGING MATERIALS WILL BE DISCARDED TO MAINTAIN ACCESS BY THE ARCHITECTURAL/BUILDER COMMITTEE.

73. CONCRETE DISPOSAL. THE DEVELOPER WILL DESIGNATE A CONCRETE WASH-OUT AREA THAT WILL BE THE ONLY AREA USED FOR CLEAN-UP OF CONCRETE TRUCKS/CONCRETE EQUIPMENT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, RAUSCH COLLEMAN SEVENTH SIXTH PLACE, AN OKLAHOMA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY AFFIRMS THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS 13TH DAY OF NOVEMBER, 2008.

STATE OF OKLAHOMA }
COUNTY OF ROGERS }
BEFORE ME, a Notary Public in and for said County and State, on this 13th day of November, 2008, personally appeared KEVIN M. NEWLUM, a duly qualified and authorized officer of the above-named company, known as RAUSCH COLLEMAN SEVENTH SIXTH PLACE, L.L.C., to me known to be the identical person who executed the within and foregoing instrument.

CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUM, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, RE-ADVISED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DEPOSITED HEREIN AS CROSSINGS AT 86TH STREET PHASE IV, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 13TH DAY OF NOVEMBER, 2008.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, a Notary Public in and for said County and State, on this 13th day of November, 2008, personally appeared KEVIN M. NEWLUM, to me known to be the identical person who executed the within and foregoing instrument.

WITNESS MY HAND AND SEAL THIS 13TH DAY OF NOVEMBER, 2008.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, a Notary Public in and for said County and State, on this 13th day of November, 2008, personally appeared KEVIN M. NEWLUM, to me known to be the identical person who executed the within and foregoing instrument.

WITNESS MY HAND AND SEAL THIS 13TH DAY OF NOVEMBER, 2008.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

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WITNESS MY HAND AND SEAL THIS 13TH DAY OF NOVEMBER, 2008.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
TULSA COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE PURPOSES OF RECORD WATER SYSTEMS AND ON SITE SEWER SYSTEMS ON THIS 13TH DAY OF NOVEMBER, 2008.
RECEIVED NOV 17 2008
Tulsa Metropolitan Area Planning Commission
CROSSING AT 86TH STREET PHASE IV
November 12, 2008
SHEET 2 of 2