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Rev. 01/09/03
Submit Final - 01/16/03
Rev. 02/19/03 - Vern's Comments

Twin Creeks III

DEED OF DEDICATION AND RESTRICTIVE COVENANTS P.U.D. 28

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land located in the SE/4 of Section 36, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

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

Thence S 89°40'36"W along the south line of the SE/4 of said Section 36 a distance of 1414.80 feet to the "Point of Beginning";

Thence continuing S 89°40'36"W along the south line of the SE/4 of said Section 36 a distance of 571.91 feet to the Southeast corner of the tract described as "Fry Creek Local Protection Project, Basic Tract No. 8, John H. Wetzel, BRIDGE RIGHT-OF-WAY" in the Order Vesting Title filed in Tulsa County District Court as Case No. CJ-96-1853, filed July 12, 1996 in Book 5826, starting at Page 1771 in the records of the Tulsa County Clerk's Office;

Thence N 00°02'43"W along the East line of said Bridge Right-of-Way a distance of 60.00 feet to the Northeast corner of said "BRIDGE RIGHT-OF-WAY";

Thence S 89°40'36"W parallel with and 60.00 feet north of as measured perpendicularly to the south line of the SE/4 of said Section 36 and along the north line of said "BRIDGE RIGHT-OF-WAY" a distance of 292.57 feet to the Southeast corner of the tract described as "Fry Creek Right of Way, Parcel No. 8, John H Wetzel" in the Order Vesting Title filed in Tulsa County District Court as Case No. CJ-96-1853, filed July 12, 1996 in Book 5826, starting at Page 1771 in the records of the Tulsa County Clerk's Office;

Thence N 24°33'05"W along the easterly line of said "Fry Creek Right-of-Way" a distance of 251.88 feet;

Thence N 88°59'44"W along the easterly line of said "Fry Creek Right-of-Way" a distance of 35.60 feet;

Thence N 02°48'22"E along the easterly line of said "Fry Creek Right-of-Way" a distance of 428.12 feet;

Thence N 42°41'26"E along the easterly line of said "Fry Creek Right-of-Way" a distance of 346.05 feet;

Thence N 08°30'34"E along the easterly line of said "Fry Creek Right-of-Way" a distance of 389.93 feet;

Thence N 11°38'28"W along the easterly line of said "Fry Creek Right-of-Way" a distance of 57.23 feet to the most southerly southwest corner of "Twin Creeks II" an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5489, as filed in the records of the Tulsa County Clerk's office;

Thence N 89°39'49"E along the south line of said "Twin Creeks II" a distance of 482.16 feet;

Thence S 00°00'00"W a distance of 2.50 feet;

Thence along a tangent curve to the left with a central angle of 32°30'25", a radius of 365.00 feet and an arc length of 207.08 feet;

Thence S 57°29'35"W a distance of 177.81 feet;

Thence S 42°20'25"E a distance of 152.80 feet;

Thence S 36°10'10"E a distance of 127.13 feet;

Thence S 23°45'16"E a distance of 130.73 feet;

Thence S 12°13'55"E a distance of 130.76 feet;

Thence S 00°00'00"W a distance of 412.70 feet;

Thence N 90°00'00"E a distance of 55.00 feet;

Thence S 00°00'00"W a distance of 50.00 feet;

Thence along a non-tangent curve to the left with an initial tangent bearing of S 90°00'00"W a central angle of 90°00'00", a radius of 25.00 feet and an arc length of 39.27 feet;

Thence S 00°00'00"W a distance of 81.56 feet;

Thence S 45°09'42"E a distance of 35.26 feet;

Thence S 00°19'24"E a distance of 60.00 feet to the "Point of Beginning";

Said tract contains 1,048,480 square feet or 24.0698 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°40'36"W along the south line of the SE/4 of Section 36, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As owner, I hereby certify that I have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "Twin Creeks III", a subdivision in the City of Bixby, Tulsa County, Oklahoma,

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on

the accompanying plat as "U/E" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves to itself, and to it's assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the streets and utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south boundary of the subdivision if located within the public street and utility easements herein established. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

6. The foregoing covenants set forth in this Paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Service

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.
2. The City of Bixby, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.
3. The City of Bixby or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.
4. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of each lot agrees to be bound hereby.
5. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Bixby is the beneficiary. If any repair issues arise, the Developer shall assist the City of Bixby in coordination and facilitation with the appropriate contractor.
6. Waterlines less than 6" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

D. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph D shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

E. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 121st Street South in the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Bixby Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

F. Acknowledgment Required for Minimum Improvements

All streets shall be graded, base material applied and surface paved in accordance with the Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the owner, at his expense, and in compliance with the Engineering Design Standards of the City of Bixby. Except for the sidewalks constructed by the Developer in Reserve "A", sidewalks shall be constructed at the time that homes are constructed on each lot at the sole cost of the property owner. Sidewalks shall be constructed by each property 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 the lot. Sidewalks shall be maintained in good repair by the property owner or the homeowners' association. The public streets, water lines, sanitary sewer, and storm sewers shall be maintained in good repair by each utility contractor in accordance with the terms of the Maintenance Bond of which the City of Bixby is the beneficiary. If any repair issues arise, the Developer shall assist the City of Bixby in coordination and facilitation with the appropriate contractor.

G. Paving and Landscaping Within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Storm Sewer

1. 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 storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.
3. The City of Bixby, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
4. The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Bixby, or its successor, and the owner of each lot agrees to be bound hereby.
5. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Twin Creeks III was submitted as part of a planned unit development (designated as PUD No. 28) pursuant to Chapter 9 of the City of Bixby Zoning Ordinance.

WHEREAS, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land

1. All lots within the subdivision, except "Reserve A" and "Reserve B", shall be known and described as residential lots and shall be used solely for single family residences and single family purposes.
2. Reserves "A" & "B" shall be limited to use for utilities, open space, landscaping, recreation and swimming pool and clubhouse facilities and their accessory uses, and is reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. hereof. The homeowner's association shall be responsible for all maintenance of Reserves "A" & "B".
3. The restrictions hereinafter set forth within Section II. shall not be applicable to Reserves "A" and "Reserve B".

B. Fronting and Access Limitation

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

C. Yards and Setbacks

1. **Street Setback.** No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.
2. **Side Yard.** Each lot shall maintain side yards which in the aggregate are not less than 10 feet in width and no side yard shall be less than 5 feet in width.
3. **Rear Yard.** The rear yard shall not be less than 20 feet, except lots backing up to East 121st Street South where the rear yard shall be 30'.
4. **Easement Setbacks.** No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

D. Building Height

No building shall exceed 2 1/2 stories or 35 feet in height.

E. Definitions

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

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

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

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Architectural Design Committee - Plan Review

1. No building, improvements, concrete driveway, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by TWIN CREEKS PARTNERS, L.L.C., an Oklahoma limited liability company, or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Design Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. The Architectural Design Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Design Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
3. The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design committee to be incompatible with the overall landscape design standards of Twin Creeks III.
4. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2008, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.
5. The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as TWIN CREEKS PARTNERS, L.L.C., is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above

covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma

B. Floor Area of Dwelling

1. **Single Story.** A single story dwelling shall have at least 2,200 square feet of finished heated living area;
2. **Two Story and Story-and-a-Half.** If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,500 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 square feet of finished heated living area.
3. **Computation of Living Area.** The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

C. Garages / Driveways

Each dwelling shall have an attached two (2) car garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles for (3) three car garages. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited. Concrete driveways shall not exceed the overall width of the garage. Driveways extensions wider than the overall width of the garage are not permitted.

D. Foundations

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

E. Masonry

The first story exterior walls of the dwelling erected on any lot shall be 50% brick, stone, or stucco (for calculation of masonry area required windows and doors are excluded).

F. Windows

Aluminum windows with a mill finish are not permitted.

G. Roof Pitch

1. No dwelling shall have a roof pitch of less than 9/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12.
2. **Waiver.** The Architectural Design Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

H. Roofing Materials

Roofing shall be "TAMPCO" Heritage II (color - Oxford Gray) self-sealing composition roofing shingles. Provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. Vents & Chimney Caps

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

J. On-site Construction

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

K. Outbuildings

Outbuildings are prohibited.

L. Swimming Pools

Above ground swimming pools are prohibited.

M. Fencing

1. Fencing shall be in accordance with the City of Bixby Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, fencing may not extend in front of the residence, provided however, on corner lots fencing may extend to the side yard lot line. Plastic fences and ornamental picket fences are prohibited; chain link, barbed wire mesh and other metal fencing are prohibited. No fence shall exceed six feet in height. Fencing facing the street and installed in side yards between homes shall be aligned with existing fences on adjoining lots where possible. The good side shall face the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Design Committee.
2. Standard privacy fences constructed of wood post, rails and pickets with "dog ear" top detail shall be permitted in Twin Creeks III. Fences shall not exceed six feet in height.
3. Ranch Rail Fences:
Lots 14 thru 24 of Block 1 may use ranch rail fencing at the rear property line only abutting the drainage channel. Ranch rail fences, not to exceed six foot zero inches (6'0") in height, shall be constructed of pre-treated yellow pine round rails and posts with black coated vinyl chain link fencing. The remaining perimeter of the lot shall use and be limited to standard privacy fencing as outlined in Section M.2 above.

N. Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. a perpetual exclusive easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to East 121st Street South within the fence easements depicted on the accompanying plat as "F&L/E".

O. Antennas

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

P. Retaining Walls

Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or concrete. Concrete retaining walls must be faced with brick, stone, or stucco. Exposed concrete retaining walls are not permitted.

Q. Lot Maintenance

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

R. Recreational Vehicles / Trailers

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

S. Inoperative Vehicles / Machinery / Landscape Equipment

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.

T. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from the public and from the adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

U. Mailboxes

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

V. Animals

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

W. Noxious Activity

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

X. Signage

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

Y. Outside Storage and Materials

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat & orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

Z. Landscaping

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

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed the Twin Creeks III 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, Reserve Areas "A", & "B" (clubhouse with pool, landscaping, and fencing) and enhancing the value, desirability and attractiveness of Twin Creeks III.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

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

D. Annexation of Additional Properties

The Owner/Developer will cause to be filed of record a Declaration of Covenants, Conditions, and Restrictions for Twin Creeks III Homeowners' Association (the "Declaration"). The Declaration will provide that the Owner/Developer may from time to time file of record a Notice of Annexation. Upon the filing of such a Notice of Annexation, additional properties platted into residential lots, containing streets and utilities for public use, additional common areas, and recreational facilities, such as a swimming pool and other recreational facilities which the Owner/Developer determines will enhance the value, desirability and attractiveness of Twin Creeks III and usefulness and enjoyment of the common areas by members of the Association,

will become annexed to and a part of Twin Creeks III. Every person who becomes a fee owner of lot in the annexed property by acceptance of a deed to the lot therein shall constitute acceptance of membership in the Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. The owners of lots in annexed properties and owners of lots in the original platted addition, will bear all the cost of maintenance of common areas and recreational facilities, in the same manner as if the annexed properties were a part of the original plat of Twin Creeks III. The Association shall through assessments bear all cost for maintenance of the additional common areas and recreational facilities on the same basis as the Association bears all cost for maintenance of the common areas within Twin Creeks III and the annexed property.

E. Enforcement Rights of the Association

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement and Duration

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If the undersigned Owner/Developer, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Bixby or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

B. Amendment

The provisions contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and with the approval of the City of Bixby, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument from the owners of more than 75% of the lots within the subdivision and approved by the City of Bixby. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

C. Severability

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

D. 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.

IN WITNESS WHEREOF: TWIN CREEKS PARTNERS, L.L.C., an Oklahoma limited liability company executed this instrument this _____ day of _____, 2003.

TWIN CREEKS PARTNERS, L.L.C.
an Oklahoma limited liability company

Vern L. Suess, Member Manager

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

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2003, personally appeared Vern L. Suess, to me known to be the identical person who subscribed the name of the maker thereof as its Member Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of TWIN CREEKS PARTNERS, L.L.C., an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

D. Sue Mitchell, Notary Public

My commission no. 01004303 expires March 27, 2005.

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have fully complied with requirements of these subdivisions and the regulations and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made by me; and is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of Land Surveying as adopted.

Witness my hand and seal this ____ day of _____, 2003.

Jerry W. Ledford
Registered Professional Land Surveyor
Oklahoma No. 1253

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

Before me the undersigned, a notary public in and for said county and state, on this _____ day of _____, 2003, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate of Survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

D. Sue Mitchell, Notary Public

My commission no. 01004303 expires
March 27, 2005.

**FIRST AMENDMENT TO
TWIN CREEKS III
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION is dated March 24, 2004, by TWIN CREEKS PARTNERS, L.L.C., an Oklahoma Limited Liability Company, having a mailing address at 7020 South Yale Ave., Suite 268, Tulsa, OK 74136 (the "Declarant").

RECITALS

A. Declarant is owner of certain tract of land, located in Tulsa County, Oklahoma. The tract (the "Property") consists of all of the land shown on the subdivision plats entitled "TWIN CREEKS III" recorded as Plat No. 5678 in the office of the County Clerk of Tulsa County, Oklahoma, on April 7, 2003.

B. Declarant caused to be file of record the Twin Creeks III Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed August 6, 2003 at 09:02:01 and recorded in Book 7090, Pages 554-569.

C. Pursuant to the rights and powers reserved to the Declarant under Article VIII, Section 3 of the Declaration, Declarant hereby amends the Declaration by adding a new paragraph under Article VI, Section 1, designated as paragraph 6.1.4 to read as follows:

6.1.4. Owners of lots within Twin Creeks Villas shall have the option to use the Twin Creeks III swimming pool and amenities by payment to the Twin Creeks III Property Association, Inc. of an initial assessment of \$175.00 and thereafter by payment of the annual assessments as determined by the Twin Creeks III Property Association, Inc. Each owner of a lot within Twin Creeks Villas by exercising it option to use the Twin Creeks III swimming pool and amenities agrees that unpaid assessments made by the Twin Creeks III Property Association, Inc. for use of the pool and amenities shall constitute a lien against the lot owners Twin Creeks Villas lot accrue interest and may be foreclosed in the same manner as a lien of the Association all as provided in Section 6.7.2 of the Twin Creeks Villas Declaration of Covenants, Conditions and Restrictions.

EXECUTED the day hereinabove first written.

DECLARANT:

Twin Creeks Partners, L.L.C.

By *Vern L. Suess*

Vern L. Suess, Member/Manager

STATE OF OKLAHOMA)

COUNTY OF TULSA)

ss.

The foregoing instrument was acknowledged before me on this 24 day of March, 2004, by Vern L. Suess, Member/Manager.

Paula D. Noel
NOTARY PUBLIC

My Commission Expires:

October 30, 2004

PAULA D. NOEL
NOTARY
PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
TULSA COUNTY
[TC3-FIRST AMEND DECL

WARNING:

**THIS IS NOT AN OFFICIAL COPY OF
THE FINAL RECORDED COVENANTS.
IF THERE ARE ANY DIFFERENCES
BETWEEN THIS DOCUMENT AND THE
COVENANTS ON THE RECORDED
PLAT, THE COVENANTS ON THE
RECORDED PLAT WILL PREVAIL.**

**T.C. III
FINAL**