

# Final Plat The Crossing at 91st

ROADS WILL BE  
MAINTAINED BY  
WAGONER COUNTY

### CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, SEVENTY-SIXTH PLACE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY  
HEREBY APPROVES AND EXECUTES THE FOREGOING DEED OF DEDICATION THIS  
13th DAY OF July 2005.

SEVENTY-SIXTH PLACE, L.L.C.  
AN OKLAHOMA LIMITED LIABILITY COMPANY

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

*Brian Green*  
BRIAN GREEN, MEMBER

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
ON THIS 13th DAY OF July 2005, PERSONALLY APPEARED  
BRIAN GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND  
FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

11/7/2008 *Natalia Sheaffer*  
MY COMMISSION EXPIRES NOTARY PUBLIC

NATALIA SHEAFFER  
Notary Public - State of Oklahoma  
Commission # 04010419  
My Commission Expires Nov 17, 2008

### CERTIFICATE OF SURVEY

I, KEVIN M. NEULUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY  
THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT  
OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE CROSSING AT 91ST,  
AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION  
OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 13th DAY OF July 2005.

*Kevin M. Neulun*

KEVIN M. NEULUN  
OKLAHOMA REGISTERED LAND SURVEYOR #1289  
BENCHMARK SURVEYING AND LAND SERVICES, INC.,  
C.A. #2235, EXP 6-30-06



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
ON THIS 13th DAY OF July 2005, PERSONALLY APPEARED  
KEVIN M. NEULUN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND  
FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

11/17/2008 *Natalia Sheaffer*  
MY COMMISSION EXPIRES NOTARY PUBLIC

NATALIA SHEAFFER  
Notary Public - State of Oklahoma  
Commission # 04010419  
My Commission Expires Nov 17, 2008

### CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, THE CROSSING AT 91ST, IS APPROVED FOR  
THE USE OF PUBLIC WATER SUPPLY.

DATED THIS 20th DAY OF July 2005.

*Mal D. Fleming*  
ENVIRONMENTAL SUPERVISOR OF THE OKLAHOMA  
DEPARTMENT OF ENVIRONMENTAL QUALITY.

### CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION, DO HEREBY NOW CERTIFY  
THAT THE PROPOSED SUBDIVISION, THE CROSSING AT 91ST, HAS BEEN PROCESSED THROUGH THE  
WAGONER COUNTY PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

*Brenda Robertson*  
BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION

### CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, JIM HARBORE, CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE WAGONER COUNTY BOARD OF COMMISSIONERS,  
DO HEREBY NOW APPROVE THE ACCEPTANCE OF THE CROSSING AT 91ST AS A SUBDIVISION OF WAGONER  
COUNTY.

*Jim Harbo*  
JIM HARBORE, CHAIRMAN OF THE WAGONER COUNTY BOARD OF COMMISSIONERS

### CERTIFICATE OF WAGONER COUNTY TREASURER

I, MARY SUE TEDDER, DO HEREBY NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2005 AND PRIOR  
YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS THE CROSSING AT 91ST.

*Gloria Marshall*  
GLORIA MARSHALL  
MARY SUE TEDDER, WAGONER COUNTY TREASURER



### CERTIFICATE OF WAGONER COUNTY CLERK

I, CAROLYN M. KUSLER, COUNTY CLERK OF WAGONER COUNTY, DO HEREBY NOW STATE THAT THE SUBDIVISION CALLED  
THE CROSSING AT 91ST HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

*Carolyn Kusler*  
CAROLYN M. KUSLER, WAGONER COUNTY CLERK



For:

*Carolyn Kusler*  
The Crossing at 91st  
July 8, 2005

Certified True Copy  
Carolyn Kusler, County Clerk  
Brenda Robertson, Director  
Natalia Sheaffer, Notary

### Deed of Dedication

RAUSCH COLEMAN SEVENTY-SIXTH PLACE, L.L.C., AN OKLAHOMA LIMITED LIABILITY  
COMPANY (THE "DEVELOPER"), BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED  
REAL ESTATE SITUATED IN WAGONER COUNTY, OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP  
18 NORTH, RANGE 15 EAST OF THE 1.B. & M., WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE N 1°16'32" W A DISTANCE  
OF 1317.67 FEET TO THE NORTHWEST CORNER OF THE SW/4 OF SAID SW/4; THENCE  
N 88°44'59" E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 1428.83 FEET;  
THENCE N 82°41'51" E A DISTANCE OF 50.28 FEET; THENCE N 88°42'55" E A DISTANCE OF  
264.26 FEET; THENCE S 30°25'06" W A DISTANCE OF 259.59 FEET; THENCE S 08°55'18" W  
A DISTANCE OF 48.65 FEET; THENCE S 48°20'23" E A DISTANCE OF 92.16 FEET; THENCE  
N 54°51'16" E A DISTANCE OF 50.75 FEET; THENCE DUE EAST A DISTANCE OF 71.68 FEET;  
THENCE S 06°07'13" E A DISTANCE OF 53.08 FEET; THENCE S 29°27'52" E A DISTANCE OF  
67.11 FEET; THENCE S 66°07'08" E A DISTANCE OF 80.73 FEET; THENCE S 39°02'27" E  
A DISTANCE OF 70.38 FEET; THENCE S 48°44'14" W A DISTANCE OF 102.89 FEET; THENCE  
S 02°47'14" W A DISTANCE OF 174.56 FEET; THENCE S 64°57'58" E A DISTANCE OF 81.50  
FEET; THENCE S 48°58'19" E A DISTANCE OF 281.30 FEET; THENCE S 11°19'56" E A DISTANCE  
OF 187.01 FEET; THENCE S 16°02'15" W A DISTANCE OF 92.18 FEET; THENCE S 27°53'25" E  
A DISTANCE OF 67.28 FEET; THENCE S 1°16'23" E A DISTANCE OF 40.00 FEET TO A POINT  
ON THE SOUTH LINE OF SAID SW/4; THENCE S 88°34'41" W ALONG SAID SOUTH LINE A  
DISTANCE OF 2124.28 FEET TO THE POINT OF BEGINNING.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED  
INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING  
PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"),  
AND HAS CAUSED SAID CROSSING AT 91ST, AN ADDITION TO  
WAGONER COUNTY, STATE OF OKLAHOMA (THE "ADDITION"),

### 1. PUBLIC STREETS AND UTILITY EASEMENTS

THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE  
EASEMENTS AND RIGHTS-OF-WAY 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 AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER  
LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER  
LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY  
AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND  
EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES  
AND PURPOSES THEREOF.

### CONDITIONS AND RESTRICTIONS

### 2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE  
AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE  
AND CABLE TELEVISION SERVICE MAY BE LOCATED ON ONLY THE WEST  
AND SOUTH PERIMETER OF THE SUBDIVISION INSIDE THE LIMITS OF THE  
UTILITY EASEMENT PROVIDED FOR USE. STREET LIGHT POLES OR STANDARDS  
MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT  
THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND  
IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS  
SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS  
SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY BE ALSO LOCATED  
IN SUCH EASEMENT WAYS.

B. UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED  
ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE  
PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY  
THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED  
UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH  
A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC  
SERVICE, TELEPHONE OR CABLE TELEVISION SERVICE SHALL THEREAFTER  
BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE  
RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP  
EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING  
FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE  
ON SAID HOUSE.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE,  
THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES  
HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON  
THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF  
INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF  
SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED  
BY IT.

D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION  
OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION  
FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT  
THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY  
INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES.  
SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE  
OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES,  
BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH  
FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS  
AGENTS OR CONTRACTORS.

E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC,  
TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE  
BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE,  
AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

### 3. UNDERGROUND GAS SERVICE

UNDERGROUND SERVICE LINES TO ALL HOMES MAY BE RUN FROM THE NEAREST  
SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION  
AND CONSTRUCTION OF THE HOME; PROVIDED, THAT UPON THE INSTALLATION  
OF SUCH A SERVICE LINE TO A HOME, THE SUPPLIER OF GAS SERVICE SHALL  
THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND  
EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT  
(5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING  
FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE HOME.  
ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE  
ENTRANCE TO THE HOME.

A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPER AGENTS AND  
EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL  
SUCH EASEMENTWAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS  
DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING  
OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO  
INSTALLED BY IT.

B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION  
OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL  
PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY  
WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF  
GAS SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF  
UNDERGROUND GAS FACILITIES, BUT SUCH OWNER WILL PAY FOR DAMAGE  
OR RELOCATION OF SUCH FACILITIES CAUSED BY ACTS OF SUCH OWNER  
OR ITS AGENTS OR CONTRACTORS.

C. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES  
SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE  
OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

### 4. POTABLE WATER AND SANITARY SEWER SERVICE.

A. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION  
OF THE PUBLIC POTABLE WATER MAINS AND SANITARY SEWER LINES  
LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE  
IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OR ANY  
CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC POTABLE  
WATER MAINS AND SANITARY SEWER LINES. SAID ALTERATION OF GRADE  
RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

B. THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS  
WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC POTABLE  
WATER MAINS, BUT THE LOT OWNER WILL PAY FOR DAMAGES OR RELOCATION  
OF SUCH FACILITIES CAUSED BY ACTS OF THE OWNER OR HIS AGENTS  
OR CONTRACTORS. POTABLE WATER SERVICE IS AUTHORIZED FOR THE  
205 LOTS PLATTED HERewith APPROVAL OF ADDITIONAL SERVICES MAY  
BE CONDITIONAL BASED ON FURTHER STUDIES.

C. WHERE WATERLINES FALL WITHIN A 15 FOOT EASEMENT, THAT PORTION  
OF THE UTILITY EASEMENT IS FOR THE USE OF THE WAGONER COUNTY  
RURAL WATER DISTRICT NO. 4 OR ITS SUCCESSORS.

D. THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS  
WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY  
SEWER LINES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION  
OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER  
OR HIS AGENTS OR CONTRACTORS. SANITARY SEWER LINES ARE AUTHORIZED  
FOR THE 205 LOTS PLATTED HERewith APPROVAL OF ADDITIONAL SERVICES  
MAY BE CONDITIONAL BASED ON FURTHER STUDIES.

E. THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS  
THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL, AT ALL TIMES  
HAVE THE 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 POTABLE WATER FACILITIES AND/OR  
UNDERGROUND SANITARY SEWER FACILITIES.

F. PAVEMENT OR LANDSCAPE REPAIR WITHIN UTILITY EASEMENTS AS  
A RESULT OF REPAIRS TO POTABLE WATER MAINS AND/OR SANITARY  
SEWER LINES DUE TO BREAKS OR FAILURES, SHALL BE BORNE BY THE  
OWNERS OF THE LOTS, PROVIDED, HOWEVER, THE WAGONER COUNTY RURAL  
WATER DISTRICT NO. 4, OR OTHER SUCH SUPPLIERS OF UTILITY SERVICE  
SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES,  
THIS SHALL ALSO APPLY TO REPAIRS OF GAS LINES LOCATED WITHIN  
UTILITY EASEMENTS.

G. THE FOREGOING COVENANTS CONCERNING POTABLE WATER MAINS  
AND WATER CONVEYANCE AND/OR SANITARY SEWER LINES AND SEWER  
COLLECTION SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL  
WATER DISTRICT NO. 4, AND THE OWNER OF EACH LOT AGREES TO BE  
BOUND HEREBY.

### 5. OVERLAND DRAINAGE EASEMENTS AND DETENTION EASEMENTS

A. 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 OBSTRUCTION WHICH WOULD IMPAIR THE DRAINAGE  
OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNERS LOT.

B. WITHIN DRAINAGE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER  
MATERIAL SHALL BE PLACED IN OR PERMITTED TO REMAIN WHICH MAY  
CHANGE THE DIRECTION OF THE FLOW THROUGH DRAINAGE CHANNELS  
IN THE EASEMENTS. NO STRUCTURE OR FENCE SHALL BE PERMITTED  
ON, THROUGH, OR ACROSS THOSE AREAS DESIGNATED AS DRAINAGE EASEMENTS  
AND THE GOVERNMENT REGULATORY AUTHORITY WITH SPECIFIC JURISDICTION  
THEIR REPRESENTATIVE(S) SHALL HAVE THE RIGHT TO ENFORCE THIS  
COVENANT ALONG WITH THE RIGHT TO OPERATE AND MAINTAIN STORM  
WATER FACILITIES LOCATED WITHIN THESE EASEMENTS.

### 6. LANDSCAPE AND PAVING REPAIR

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT  
OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS  
IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY  
SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE  
TELEVISION SERVICE. EACH LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY  
IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY  
ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS  
OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY  
LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING  
UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE CITY OR SAID RURAL  
WATER DISTRICT SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY  
UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN  
SUCH TIME THE LOT OWNER MAY REMOVE SAME.

### 7. LOT USE

PREMISES ARE CONVEYED AND SHALL BE USED ONLY FOR RESIDENTIAL SINGLE  
FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL  
OR MANUFACTURING PURPOSE. NO LOT SPLIT SHALL BE ALLOWED BY ANY OWNER  
OTHER THAN THE OWNER/DEVELOPER. NO MORE THAN ONE (1) DWELLING PER  
PROPERTY OWNER EXCEPT THAT A GUEST HOUSE MAY BE PROVIDED. SUCH GUEST  
HOUSE MUST CONFORM TO THE BASIC STYLE AND COMPOSITION AS THE MAIN  
DWELLING, AND OCCASIONALLY OCCUPIED BY GUESTS OF THE RESIDENTS OF THE  
PRIMARY DWELLING. NO STRUCTURE SHALL BE PLACED, ALTERED, ERRECTED OR  
PERMITTED TO REMAIN ON ANY LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT.

### 8. DWELLING SIZE AND MATERIAL

A. ALL SINGLE STORY DWELLINGS ERRECTED IN LOTS 2-24, BLOCK 1, LOTS  
2-39, BLOCK 2, ALL OF BLOCK 3, AND ALL OF BLOCK 4, MUST HAVE  
A LIVING SPACE OF NO LESS THAN 1100 SQUARE FEET. DWELLINGS IN  
EXCESS OF A SINGLE STORY MUST HAVE A LIVING SPACE OF NO LESS  
THAN 1400 SQUARE FEET. AT LEAST FIFTY PERCENT (50%) OF THE EXTERIOR  
WALLS, EXCLUDING WINDOWS AND DOORS, SHALL BE CONSTRUCTED OF  
BRICK OR STONE.

B. ALL SINGLE STORY DWELLINGS ERRECTED IN LOTS 1 AND 25, BLOCK  
1, LOTS 1 AND 40-61, BLOCK 2, ALL OF BLOCK 5, ALL OF BLOCK 6,  
AND ALL OF BLOCK 7, MUST HAVE A LIVING SPACE OF NO LESS THAN  
1500 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY MUST  
HAVE A LIVING SPACE OF NO LESS THAN 1700 SQUARE FEET. AT LEAST  
EIGHTY PERCENT (80%) OF THE EXTERIOR WALLS, EXCLUDING WINDOWS  
AND DOORS, SHALL BE CONSTRUCTED OF BRICK OR STONE.

C. SQUARE FOOTAGE IS EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.  
ON ALL HOUSES USING COMPOSITION SHINGLES FOR ROOF COVERING,  
SUCH COMPOSITION SHINGLES MUST BE TAMKO HERITAGE 2 OR EQUAL  
TO. NO BUILDING EXCEPT FOR PORCHES OR PATIOS SHALL HAVE A ROOF  
PITCH OF LESS THAN 6/12 OVER 75% OF ROOF. WHERE A GABLE- TYPE  
ROOF IS CONSTRUCTED THEN THAT PART OF SUCH EXTERIOR WALL EXTENDED  
ABOVE THE ROOF SHALL BE CONSTRUCTED OF WOOD MATERIALS  
AND SHALL ALSO BE EXCLUDED FROM THE SQUARE FOOTAGE AREA IN  
THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS OF SAID  
RESIDENCE. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND  
LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED.

### 9. SET BACK LINES

NO BUILDING, OUTBUILDING, STRUCTURE, OR PARTS THEREOF SHALL BE CONSTRUCTED  
OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK  
LINES PROVIDED HEREIN:

FRONT	25 FEET
BACK	20 FEET
ONE SIDE	5 FEET
OPPOSITE SIDE	10 FEET

### 10. DRIVEWAYS AND MAIL BOXES

ALL DRIVEWAYS SHALL BE HARD SURFACED FROM THE COUNTY STREET TO THE  
GARAGE AND SHALL BE A MINIMUM OF TWELVE (12) FEET WIDE. ALL MAILBOXES  
SHALL BE OF A COMMON DESIGN APPROVED BY THE DEVELOPER.

### 11. ANIMALS

NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY  
LOT EXCEPT FOR A TOTAL OF TWO (2) DOGS, CATS, OR OTHER HOUSEHOLD PETS.  
ANIMALS SHALL NOT BE KEPT, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES  
AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING  
BEING USED FOR RESIDENCE.

### 12. FENCES

NO FENCE ON ANY LOT SHALL EXCEED SIX (6) FEET IN HEIGHT. YARD FENCES  
MAY CONSIST OF WOOD, BRICK, NATURAL STONE OR A COMBINATION THEREOF  
OR A FOUR (4) FOOT BLACK VINYL CHAIN LINK WITH TREATED ROUND WOOD.

### 13. DEVELOPER'S RESERVED RIGHTS

A. INCLUSION IN PROPERTY OWNERS ASSOCIATION. AS A PART OF  
THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS  
CREATED OR WILL CREATE THE CROSSING AT 91ST ASSOCIATION, AN OKLAHOMA  
NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"). THE DEVELOPER  
MAY PERMIT OTHER ADJACENT PROPERTY OWNERS, E.G., CHURCHES, OWNERS  
OF LOTS IN PAST OR FUTURE ADDITIONS OF THE CROSSING AT 91ST, ETC.,  
TO BECOME MEMBERS OF THE ASSOCIATION AND/OR TO ENJOY ANY PORTION  
OF THE ADJACENT OR NEARBY PARK AREAS THAT MAY BE CREATED.

B. BINDING EFFECT: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER  
AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS  
SHALL, UNLESS WAIVED IN WRITING BY THE DEVELOPER BE BINDING UPON  
THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP  
IN THE ASSOCIATION SHALL, UNLESS WAIVED IN WRITING BY THE DEVELOPER,  
CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS  
OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION  
ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION  
GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE CROSSING AT 91ST.

D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER  
TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING  
THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE  
IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION,  
INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE ADDITION, AND/OR THE CREATION OF A  
NEW AND SEPARATE HOMEOWNER'S ASSOCIATION FOR THE ADDITION.

### 14. RESERVE AREAS

AREAS DESIGNATED ON THE PLAT AS RESERVE AREAS ARE HEREBY RETAINED  
BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE. AT THE DEVELOPER'S  
SOLE DISCRETION TO THE ASSOCIATION OR OTHER THIRD PARTY FOR THE  
PURPOSE OF PROVIDING GREEN AREAS, PROPER VISUAL SCREENING OF THE  
ADDITION FROM SURROUNDING AREAS, AND FOR THE CONSTRUCTION AND MAINTENANCE  
OF ANY SCREENING FENCE OR WALL, AND FOR OTHER PURPOSES DEEMED  
ADVISABLE BY THE DEVELOPER OR THE ASSOCIATION. CERTAIN RESERVE  
AREAS MAY ALSO BE DESIGNATED AS UTILITY EASEMENTS AND MAY BE USED AS  
SUCH SO LONG AS SUCH UTILITY USAGE DOES NOT MATERIALLY INTERFERE WITH  
THE DEVELOPER'S INTENDED USE OF SUCH RESERVE AREAS.

### 15. RESTRICTIVE COVENANTS

ADDITIONAL COVENANTS AND RESTRICTIONS FOR THE CROSSING AT 91ST ARE FILED,  
AS A SEPARATE INSTRUMENT, IN THE WAGONER COUNTY CLERK'S OFFICE.