

# The Crescent

Part of the Northwest Quarter (NW/4) of Section Fourteen (14)  
Township Eighteen (18) North, Range Thirteen (13) East, of the Indian Base and Meridian  
An Addition To the City of Tulsa, Tulsa County, Oklahoma

*Plat No. 5283*

*Approved by the Tulsa Metropolitan Area Planning Commission on May 20, 1998*

*Filed At The Tulsa County Courthouse on June 22, 1998*

## Notice

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## Deed of Dedication

Know All Men By These Presents

That 81<sup>st</sup> and Sheridan, L.L.C., an Oklahoma Limited Liability Company, hereinafter sometimes called "Owner", is the owner in fee simple of the following described real estate situated in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

A tract of land being part of the northwest quarter (NW/4) of section fourteen (14), township eighteen (18) north, range thirteen (13) east of the Indian base and meridian, in the City of Tulsa, Tulsa County, Oklahoma, said tract being more particularly described as follows:

Commencing at the northwest corner of said NW/4; thence N89'50'29"E along the north line of said NW/4 for a distance of 840.00 feet to the point of beginning:

Thence N89'50'29E along the north line of said NW/4 for a distance of 1805.53 feet to a point; thence S00'00'53"E along the westerly boundary of "Southfield Estates", an addition to the City of Tulsa, Oklahoma, according to the recorded plat, number 3647, thereof, for a distance of 2642.62 feet to a point being the northwest corner of Lot 7 Block 13 of "Chimney Hills South, Blocks 8 through 17", an addition to the City of Tulsa, Oklahoma, according to the recorded plat, number 3819, thereof; thence S89'53'59W along the northerly line of said "Chimney Hills South, Blocks 8 thru 17" for a distance of 1323.10 feet to a point being the southeast corner of "Huntington Place", an addition to the City of Tulsa, Oklahoma, according to the recorded plat, number 4603, thereof; thence N00'00'26"W along the easterly line of said "Huntington Place" for a distance of 859.99 feet to a point being the northwest corner of said "Huntington Place"; thence S89'53'58"W along the northerly line of said "Huntington Place" for a distance of 1323.02 feet to a point on the west line of said NW/4 section 14; thence N00'00'00E along the west line of said NW/4 for a distance of 729.94 feet to a point; thence N89'50'29"E for a distance of 840.00 feet to a point; thence N00'00'00"E for a distance of 1250.00 feet to the point of beginning;

said tract containing 116.282 acres, more or less.

The owner has caused the same to be surveyed, staked, platted and subdivided into three-hundred seventy-three (373) lots, nineteen (19) blocks, five (5) reserves, and streets as shown by the accompanying plat and survey thereof, and which plat is made a part hereof; and the owner has given to said plat the name of "The Crescent", and addition to the City of Tulsa, Tulsa County, Oklahoma.

Now, therefore, the owner, for the purpose of providing for the orderly development of "The Crescent" and for the purpose of insuring adequate restrictions for the mutual benefit of the owner, its successors, grantees, and assigns, the beneficiaries of the covenants set forth in Section I below, with respect to such covenants only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be

enforceable by the owner or owners of any property within “The Crescent” and by the beneficiaries of the covenants set forth in Section I below, with respect to the covenants only.

## **Section I. Streets and Utility Easements**

The owner does hereby dedicate for public use forever the streets, rights-of-way, utility easements, and reserve areas as designated and shown on the accompanying plat, for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, cable television lines, electric power lines and transformers, gas lines and water lines, and other services capable of being provided, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress to said easements for the uses and purposes aforesaid; provided, however, that the undersigned owner hereby reserves to itself, and its 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 relay water lines and sewer lines, together with the right of ingress and egress over, across and along all of the easement areas shown on the plat, both for the purpose of furnishing services to the area included within the plat.

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

### **A. Electric, Telephone and Cable Television Services**

- 1.** Overhead pole lines for the supply of electric, telephone and cable television may be located along the north and west boundaries in the easement areas reserved for general utility services shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in such easement-ways and streets.
- 2.** Electric, telephone and cable television service may be underground service lines and/or cables to all buildings provided that upon the installation of such service line or cable to a particular building, the supplier of said service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service line or cable, extending from the pole, service pedestal or transformer to the service entrance on said building, the owner of each lot may grant additional easements as needed for above said services.
- 3.** The suppliers of electric, telephone and cable television services, through their proper agents and employees, shall at all times have right of access 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 facilities so installed by them.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone and cable television facilities located on his property, and shall prevent the alterations of grade or any construction activity which may interfere with said facilities. The respective companies will be responsible for ordinary maintenance of the said underground facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or his agent or contractors.

5. The foregoing covenants and restrictions concerning electric, telephone and cable television facilities shall be enforceable by the various and respective suppliers of such services, and the owner of each lot agrees to be bound hereby.

## **B. Water and Sanitary 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 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 water main and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

2. The City of Tulsa or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or its agents or contractors.

3. The City of Tulsa 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 and restrictions concerning water and sanitary sewer facilities shall be enforceable by the City of Tulsa or its successors, and the owner of each lot agrees to be bound hereby.

## **C. Gas Service**

1. The suppliers of gas service, through their proper agents and employees shall at all times have right of access 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 facilities so installed by them.

2. The owner of each lot shall be responsible for the protection of the underground gas facilities located on his property, and shall prevent the alteration of grade or any construction activity

which may interfere with said facilities. The companies will be responsible for ordinary maintenance of the underground facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or its agents or contractors.

3. The foregoing covenants and restrictions concerning underground gas facilities shall be enforceable by the suppliers of said services, and the owner of each lot agrees to be bound hereby.

#### **D. Limits of No Access**

1. The owner hereby relinquishes right of ingress and egress to the above described property within the bounds designated on the accompanying plat as "Limits of No Access" (LNA) except as may hereafter be released, altered, or amended by the City of Tulsa or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

#### **E. Storm Sewer**

1. The City of Tulsa, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to the utility easements and reserve area for the purpose of installing, maintaining, removing and replacing any portion of the underground storm sewer system.

2. No fence, wall, or building which would cause an obstruction shall be placed or maintained in the drainage easement area, and any construction activity, which would interfere with the storm sewer system, shall be prohibited.

3. The City of Tulsa, 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 and restrictions concerning the public storm sewer system shall be enforceable by the City of Tulsa, or its successor, and the owner of each lot agrees to be bound hereby.

#### **F. Reserves and Block 19 Lot 1**

1. For the common use and benefit of the owners of the lots within "The Crescent" and for the benefit of the City of Tulsa, Oklahoma (hereinafter referred to as the "City"), the owner herein establishes and grants a perpetual easement on, over, and across the area designated on the accompanying plat as Reserves "A", "C", "D" and "E" for the purposes set forth in Section I of this Deed of Dedication and for the further purposes of permitting the overland flow of storm water from the various lots within "The Crescent". Reserves "A", "C" and "D" shall be owned, developed and maintained by the owners of the lots within "Crescent Court" for their exclusive use and enjoyment. Reserve "E" shall be owned, developed and maintained by the owners of the

lots within “Crescent Ridge” for their exclusive use and enjoyment. Reserve “B” shall be conveyed to the City of Tulsa, Oklahoma for use as park development.

2. Block 19 Lot 1 shall be sold and conveyed to the City of Tulsa, Oklahoma for use as park development.
3. In the event the Associations should fail to properly maintain the reserves and easement areas as above provided, the city or its designated contractor may enter the reserve and easement areas and perform such grounds maintenance, and the cost thereof shall be paid by the associations.
4. The covenants above set forth shall be covenants running with the land and shall both burden and benefit the lots within “The Crescent”, and shall be binding upon and enforceable by the associations and the owners of the lots within “The Crescent” and their successors in title, and shall benefit and be enforceable by the city.
5. Nothing above set forth shall modify the obligation of the city and the supplier of any utility or service for maintenance of any service, public utility or facility that may now or hereafter be located within the reserves pursuant to the grant within Section I of this deed of dedication of a general utility easement on, over and across Reserves “A”, “C”, “D” and “E”, or Block 19 Lot 1.

## **G. Fence and Landscape**

The owner does hereby establish and grant fence and landscape easements over and upon the areas designated and shown on the accompanying plat for the use and benefit of the homeowners associations of “The Crescent”. The fence and landscape easements are for the limited purpose of constructing and maintaining perimeter decorative fences and entry features including but not limited to fences, walls, sprinkler systems, landscaping, and for the purposes of maintenance and repair thereof, together with the right of access over, across and along lots containing such easements.

## **H. Sidewalks**

1. Sidewalks designated on the accompanying subdivision plat shall be constructed and maintained by the owners of the abutting lot at such owners’ expense. The sidewalk abutting a lot shall be completed, according to City of Tulsa specifications prior to initial occupancy of the structure on the abutting lot.
2. This restrictive covenant may be enforced by any owner of a lot in this subdivision, the homeowners association or the City of Tulsa, Oklahoma.

## **Section II. Final Development and Construction Standards in The Crescent**

### **A. Homeowners Association**

1. The owners and developers of “The Crescent” hereby provide for the establishment of The Crescent Ridge Homeowners Association and The Crescent Court Homeowners Association. The owners and developers shall be responsible for filing a certificate of incorporation establishing each association with the Secretary of State, State of Oklahoma, and notice of such filing with the office of the County Clerk, Tulsa County, State of Oklahoma, and indexed to the plat of “The Crescent”. Each association shall function according to their certificate of incorporation and by-laws. The owners and developers and/or their designated representatives shall initially serve as the Board of Directors and Officers, and manage the affairs of the respective associations. Upon proper notice to the membership and when deemed appropriate by the owners and developers, a special meeting of the memberships shall be held to elect a Board of Directors and Officers. Thereafter, the duly elected Directors and Officers shall be responsible for management of the associations. The dues will be no more than the minimum amount necessary to maintain the reserve areas and other areas of interest to the membership, and to conduct the business of the associations. The certificate of incorporation and the by-laws of the associations along with this provision of the deed of dedication shall provide the associations with legal authority to place a lien on the property of any lot owner(s) for nonpayment of duly authorized dues or assessments. Having mutual purposes, goals, and objectives, The Crescent Ridge Homeowners Association and The Crescent Court Homeowners Association shall, subject to a majority vote of the membership of the respective associations, merge and become one — The Crescent Homeowners Association.

### **B. Architectural Committee**

1. An architectural committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. D. Lindsay Perkins and R. Brandon Perkins shall be the designated architectural committee. Each of them may appoint a single additional member. At a time mutually agreeable to The Crescent Ridge Homeowners Association and The Crescent Court Homeowners Association and the owners and developers, duly elected architectural committees shall be formed from members of each of the associations.

2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of D. Lindsay Perkins and R. Brandon Perkins or their duly authorized representative, or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans and plot plan, or to

designate a representative or representatives with the like authority, and said remaining member or members shall have the authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority here under as their predecessors. In the event the architectural committee fails to approve or disapprove any such plans, specifications, materials, and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the construction of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The architectural committee's purpose is to promote good design and compatibility within the subdivision, and 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 methods, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The architectural committee shall not be liable for any approval, disapproval, or failure to approve here under, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the architectural committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the committee or its designated representatives shall cease when a house has been constructed on each of the lots in this subdivision, or on January 2, 2013. Thereafter, the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in Crescent Ridge and Crescent Court, executed and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the committee for such period as may be specified in the instrument.

3. All lots in The Crescent shall be single family residential lots only.
4. In the event the architectural style of the home necessitates an exposed concrete stem wall, no more than 8 inches of the stem wall shall be visible. Additionally, whatever portion is exposed shall be painted so that it matches the material adjacent to it. Landscaping shall be positioned along exposed concrete stem wall areas to minimize its visibility. No concrete blocks shall be exposed.
5. Residences with the same front architectural elevation shall not be built on adjacent lots, or on a lot directly across the street, or on a lot adjacent to a lot directly across the street.
6. A garage providing space for a minimum of two automobiles shall be built on each lot. Garages shall be enclosed and attached carports are not permitted.
7. Fireplace chimneys fronting on any street, whether prefab or full masonry, shall be veneered with brick, stone, or stucco. All non-masonry fireplace chimneys shall have an architectural



committee approved single style terminator cap. Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.

**8.** Each residence in The Crescent shall have an architectural committee approved single style yard security light. It shall be provided by the developer, and installed by the lot owner in a front or side yard location selected by the lot owner.

**9.** No preexisting or offsite built residence, or other permanent structure, may be moved onto any lot. No out building or other permanent structure shall be built without prior written approval of the architectural committee. Retaining walls that do not require a City of Tulsa building permit do not require architectural approval.

**10.** Fences (*as amended by 81<sup>st</sup> & Sheridan, LLC effective March 22, 2002*):

(A) No fencing shall extend beyond the front building line of any residence, except that ornamental fences only, not exceeding three and one-half (3-1/2) feet in height may be built forward of the front building line with written approval of the architectural committee.

(B) If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each corner, except as provided for in 10(A).

(C) Fences other than wood, wrought iron, brick, or natural stone must be approved by the architectural committee. Chain link, barbed wire, mesh, or other metal fencing shall not be permitted.

(D) Fences or other obstructions shall not impair the flow of storm or surface water across a lot.

(E) The height of fencing built by homeowners adjacent to South Sheridan and East 81<sup>st</sup> Street shall not exceed the height of the decorative perimeter fencing of Crescent Court and Crescent Ridge at the lowest point applicable to and on a specific lot. These homeowners (lot owners) shall be responsible for protecting and preserving the decorative fencing on their respective lots.

(F) The maximum height of any fence in The Crescent shall be six (6) feet.

**11.** Each lot shall be finish graded to drain in a manner that will resist erosion on adjacent lot(s). Homeowners are prohibited from accumulating or otherwise concentrating rainwater and discharging it in a way that causes damage to an adjacent property. This provision shall not restrict a homeowner's right to discharge water in its natural, historical direction of flow.

**12.** Roofing on all residences in The Crescent shall be Tamko H-25 Weathered Wood composition shingles. Any exceptions shall require written approval by the architectural committee.

**13.** If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).

**14.** No lot shall be used for storage of materials for a period greater than thirty (30) days prior to the start of construction. Construction shall be complete within nine (9) months. The owner of a lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

**15.** Boats, trailers, campers, inoperative vehicles, and other large vehicles or equipment shall not be stored on any lot for a continuous period exceeding 48 hours if it is in view of the street or of adjacent lot owners.

**16.** Outdoor swimming pools shall be in-ground and permanent. Children's wading or play pools of a temporary nature are permitted. Lots with swimming pools shall provide sufficient security fencing. Swimming pool ancillary equipment shall be shielded from view of any adjacent property owners and the streetscape.

**17.** Outside electronic reception devices, other than 18"-20" satellite dishes, shall be confined to the backyard, and sufficient fencing shall be built to shield its view from adjoining property owners. An architectural committee decision regarding sufficiency of fencing shall be considered final.

**18.** The owner of each lot and/or residence shall keep the same free from rubbish, litter, and noxious weeds, all trash, garbage, rubbish, or litter shall be kept in containers adequate for that purpose and shall be stored and concealed from view until the designated date for collection.

**19.** Garbage and trash cans shall be concealed from street view, except within 12 hours of regular curbside collection. Underground garbage and trash storing devices are not permitted.

**20.** All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.

**21.** No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot.

**22.** All lots will be sodded and landscaped within 60 days of occupancy or 60 days after final inspection, whichever comes first. The amount of landscaping shall be an amount compatible with the general standards established in the neighborhood.

**23.** No livestock or poultry shall be raised, bred, or kept at any residence or on any lot. Common household pets may be kept provided that they are not bred or maintained for commercial purposes, and provided the owner adheres to all applicable local ordinances.

**24.** Excessive noise that intrudes upon the peaceful enjoyment of a resident's property is not permitted.

**25.** Standard sized signs advertising a lot or residence “For Sale” are permitted. Builders marketing signs are permitted. “For Lease” signs are not permitted. The use of flags or banners is limited to a consecutive 10-day period, and one 10-day period is permitted within six calendar months. Other signs are limited to 48 consecutive hours within one calendar year, unless approval is received from the homeowners association.

**26.** Garage and/or yard sales, or similar types of sales, are limited to one (1) per lot owner each 12 month period unless approved by the homeowners association.

**27.** So long as a rural type mailbox is in use in The Crescent by the United States Postal Service, all mailbox and mailbox pedestals shall conform in design to that specific plan approved by the architectural committee. The mailbox shall be positioned so that the front face is approximately 6 inches in from the face of the curb and 8 feet from the inside edge of the driveway. “Inside edge” shall mean the edge of driveway which borders the largest continuous lot area. The bottom of the mailbox shall be 36 inches from street level.

**28.** It shall be the responsibility of the homeowners associations in Crescent Ridge and Crescent Court respectively, to establish a policy and procedure whereby the sidewalk system interior to and serving the crescent is maintained for the benefit of all its residents.

**29.** Each owner shall promptly comply with all federal, state, county, or local laws, statutes, ordinances, rules, and regulations regarding use and occupancy of owner’s property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.

**30.** In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of a homeowners association, and the terms and conditions of the development and construction standards set forth herein. Owner shall provide a copy of the standards to tenant. The owner shall insure that the tenant complies with the requirements herein, and shall provide the undersigned owner/developer and the then president of the association with the name and phone number where the lot owner can be contacted in the event any problem regarding compliance with requirements set forth herein occurs. Owner acknowledges he is aware that compliance with these terms and conditions is the owners responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.

## **Section III: Development and Construction Standards: Crescent Ridge and Crescent Court**

### **A. Crescent Ridge**

1. Single story homes in Crescent Ridge shall have a minimum of 2100 square feet of living area, and 2500 square feet of living area for one and one-half and two story homes.
2. A minimum of 33% exterior masonry coverage of vertical walls (excluding windows and doors) shall be required (brick, natural rock or stucco). The architectural committee may approve upon written request an exception to this provision.
3. Minimum side yard set back shall be 5 feet on both sides (10 feet between houses).
4. Residences shall have a roof pitch at least 7/12 over 75% of the total roof area, minimum pitch is 4/12 including porches and patios.
5. Each home site shall have a minimum of 2 trees in the front yard. The builder and/or occupant of a house shall be responsible for compliance. If compliance requires planting new trees, the minimum caliper measured 6 inches above the ball shall be 3 inches.

### **B. Crescent Court**

1. Single story homes in Crescent Court shall have a minimum of 2500 square feet of living area and 3000 square feet of living area for one and one-half story homes.
2. A minimum of 50% exterior masonry coverage of vertical exterior walls (excluding windows and doors) shall be required (brick, natural rock or stucco). The architectural committee may approve upon written request an exception to this provision.
3. Minimum side yard set back shall be 5 feet on one side and 5 feet on the other, with a minimum of 10 feet between houses.
4. Residences shall have a roof pitch at least 8/12 over 75% of the total roof area. Minimum pitch is 4/12 including porches and covered patios.
5. Each home shall have a minimum of 3 trees in the front yard. The builder and/or the occupant of a house shall be responsible for compliance. If compliance requires planting new trees, the minimum caliper measured 6 inches above the ball shall be 3 inches.
6. Lots in Block 2 shall be subject to “special fencing requirements” which shall be established and enforced by the Crescent Court Architectural Committee. These special fencing requirements are for the purpose of preserving for all homeowners in Crescent Court the enjoyment of the natural beauty of the features in “Reserve A”.

## **Section IV. Term, Amendment and Enforcement**

- A.** The development and construction standards set forth herein shall run with the land, and shall be binding upon and enforceable by the owner and developer, its successors, grantees, and assigns, and by any beneficiary of the standards until January 1, 2018. Thereafter, they shall expire unless prior to January 1, 2018 a document affirming, ratifying, or amending the standards is duly approved according to the by-laws of the respective homeowners association (Crescent Court and Crescent Ridge) and filed at the office of the county clerk, Tulsa County, Oklahoma.
- B.** Subsequent to January 1, 2002, the development and construction standards may be amended or modified by a two-thirds (2/3) vote of the respective homeowners association.
- C.** The owner and developer of The Crescent reserves the right, in its sole discretion and without joinder, and so long as it is the owner of a lot in The Crescent, to amend, revise, or abolish any one or more of the standards in Sections II and III by filing a duly executed instrument in the office of the county clerk, Tulsa County, Oklahoma.
- D.** Any person or persons owning a lot or portion of a lot, or otherwise benefitting from the development and construction standards in The Crescent, shall have the right to seek remedy and maintain an action at law or in equity against any person or persons violating or attempting to violate the standards.
- E.** Invalidation of any standard(s) herein by judgment or legal action shall not affect the validity or enforceability of any other standard(s), and they shall remain in full force and effect.