

PRELIMINARY PLAT OF

Aspen Park Village

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER QUARTER (SW/4) OF SECTION THREE (03), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT ASPEN LAND DEV. LLC, HEREINAFTER REFERRED TO AS "DEVELOPER," IS THE OWNER OF THE REAL PROPERTY SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

A REPLAT OF A PART OF ASPEN PARK VILLAGE, WHICH IS RECORDED AS PLAT NO. 5881 OF THE RECORDS OF THE TULSA COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION THREE (03), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION THREE (3), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 01°12'50" W, ALONG THE EAST LINE OF SAID W/2 SW/4, A DISTANCE OF 799.96 FEET; THENCE S 88°27'38" W A DISTANCE OF 30.00 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF S. REDBUD AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), KELLY-MOORE ADDITION, BEING RECORDED AS PLAT NO. 3479 OF THE RECORDS OF SAID TULSA COUNTY CLERK, AND BEING THE **POINT OF BEGINNING**; THENCE CONTINUING S 88°27'38" W, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1, KELLY-MOORE ADDITION, A DISTANCE OF 610.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, KELLY-MOORE ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), ASPEN PARK VILLAGE, BEING RECORDED AS PLAT NO. 5881 OF THE RECORDS OF SAID TULSA COUNTY CLERK; THENCE S 01°12'50" E, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, KELLY-MOORE ADDITION, ALSO BEING THE EAST LINE OF SAID LOT 1, BLOCK 1, ASPEN PARK VILLAGE AND CONTINUING ALONG THE EAST LINE OF RESERVE "A" OF SAID ASPEN PARK VILLAGE, AND PARALLEL TO AND 640.00 FEET WEST OF SAID EAST LINE OF THE W/2 SW/4, A DISTANCE OF 437.90 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, KELLY-MOORE ADDITION, ALSO BEING THE SOUTHEAST CORNER OF SAID RESERVE "A" OF ASPEN PARK VILLAGE, AND BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE MISSOURI KANSAS & TEXAS RAILROAD; THENCE N 54°06'34" W, ALONG SAID RAILROAD RIGHT-OF-WAY AND THE SOUTH LINE OF SAID BLOCK 1 OF ASPEN PARK VILLAGE, A DISTANCE OF 776.96 FEET, TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF S. 145TH EAST AVENUE, ALSO BEING THE SOUTHWEST CORNER OF LOT TWO (2), BLOCK ONE (1), ASPEN PARK VILLAGE; THENCE N 01°13'50" W, ALONG SAID EAST RIGHT-OF-WAY LINE OF S. 145TH EAST AVENUE AND THE WEST LINE OF SAID LOT 2, BLOCK 1, AND CONTINUING ALONG THE WEST LINE OF LOT THREE (3), BLOCK 1, ASPEN PARK VILLAGE, A DISTANCE OF 190.00 FEET, TO THE SOUTHWEST CORNER OF RESERVE "B" OF ASPEN PARK VILLAGE; THENCE N 88°46'10" E, ALONG THE SOUTH LINE OF SAID RESERVE "B," A DISTANCE OF 65.00 FEET, TO THE SOUTHEAST CORNER OF SAID RESERVE "B"; THENCE N 01°13'50" W, ALONG THE EAST LINE OF SAID RESERVE "B," A DISTANCE OF 61.10 FEET, TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK 1, ASPEN PARK VILLAGE; THENCE N 88°46'11" E, ALONG THE NORTH LINE OF SAID LOT 3, BLOCK 1, ASPEN PARK VILLAGE, A DISTANCE OF 276.12 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 1, ASPEN PARK VILLAGE; THENCE S 31°37'32" E, ALONG THE EAST LINE OF SAID LOT 3, BLOCK 1, ASPEN PARK VILLAGE, A DISTANCE OF 114.36 FEET, TO A POINT BEING 34.27 FEET N 31°37'32" W OF THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 1, ASPEN PARK VILLAGE; THENCE N 59°35'13" E A DISTANCE OF 951.64 FEET, TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF S. REDBUD AVENUE; THENCE S 01°12'50" E, ALONG SAID WEST RIGHT-OF-WAY LINE OF S. REDBUD AVENUE, AND PARALLEL TO AND 30.00 FEET WEST OF SAID EAST LINE OF THE W/2 SW/4, A DISTANCE OF 644.18 FEET, **TO THE POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINING 575,917.03 SQUARE FEET / 13.22 ACRES.

THIS LEGAL DESCRIPTION WAS CREATED ON FEBRUARY 19, 2026, BY ALBERT R. JONES III, OK PLS #1580, WITH THE BASIS OF BEARINGS FOR SAID TRACT BEING N 01°12'50" W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION THREE (03), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

THE DEVELOPER HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, AND PARCELS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH IS HEREBY ADOPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "ASPEN PARK VILLAGE", AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA ("THE SUBDIVISION").

NOW THEREFORE FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF PROVIDING FOR ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE DEVELOPER AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AS TO SUCH RESTRICTIONS.

SECTION I: ACCESS, EASEMENTS, AND UTILITIES

1.1. ACCESS EASEMENTS - PRIVATE

- A. THE DEVELOPER GRANTS TO THE OWNERS OF EACH LOT AND THEIR INVITED GUESTS, FOR THEIR USE FOREVER, ACCESS EASEMENTS AS DEPICTED ON THE PLAT, WITH THE RIGHT OF INGRESS AND EGRESS TO THEIR RESPECTIVE LOTS.
- B. THE DEVELOPER GRANTS TO TULSA COUNTY FIRST RESPONDERS, EMERGENCY PERSONNEL, AND PUBLIC UTILITY COMPANY PERSONNEL, MAINTAINING THEIR UTILITIES IN ADJACENT UTILITY EASEMENTS AS DESCRIBED IN SECTION 1.2 BELOW, FOR THEIR USE FOREVER, ACCESS EASEMENTS AS DEPICTED ON THE PLAT, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS FOR THE PURPOSE OF PERFORMING THEIR OFFICIAL DUTIES AND AS STATED HEREIN.
- C. ACCESS TO PARCELS IS GRANTED TO WHITTINGTON / NORMAN FAMILY MEMBERS ONLY, AND TO INVITED GUESTS OF THE WHITTINGTON / NORMAN FAMILY.

- 1.2. UTILITY EASEMENTS. THE DEVELOPER GRANTS TO THE PUBLIC UTILITY COMPANIES, FOR PUBLIC USE FOREVER, ACCESS EASEMENTS AS DEPICTED ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE AND COMMUNICATION LINES, CABLE TELEVISION, ELECTRIC POWER LINES, WIRES, TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL ACCESSORIES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND UTILITIES, AND TO ENTER UPON SAID EASEMENTS, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS FOR THE USES AND PURPOSES THEREOF.

- 1.3. UNDERGROUND ELECTRIC, COMMUNICATION, AND GAS SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, INTERNET, CABLE TELEVISION, AND GAS SERVICES, ALL ACCESS TO THE SAME SHALL BE SUBJECT TO THE FOLLOWING:

- A. ALL SUPPLY LINES IN THE SUBDIVISION, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION, INTERNET, AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR SUCH UTILITIES SHOWN ON THE PLAT. SERVICE PEDESTALS, TRANSFORMERS, METERS, AND UTILITY APPURTENANCES MAY ALSO BE LOCATED ON SAID EASEMENTS.
- B. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, INTERNET, AND GAS SERVICES, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO SUCH EASEMENTS, FIVE (5) DAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND UTILITIES OR APPURTENANCES INSTALLED BY IT.
- C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE ON SAID LOT, UPON THE INSTALLATION OF SUCH SERVICE CABLE OR GAS LINE TO THE POINT OF USE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SAID SERVICE CABLE OR GAS LINE.
- D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE CABLE OR GAS LINE AND APPURTENANCES LOCATED ON SAID OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID SERVICE LINE OR APPURTENANCE. THE UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID SERVICE LINES AND APPURTENANCES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SAID FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, ITS AGENTS, OR CONTRACTORS.
- E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, INTERNET, OR GAS LINES SHALL BE ENFORCEABLE BY THE SUPPLIER OF SAID SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

- 1.4. WATER AND SANITARY SEWER SERVICE. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS/HER LOT.

- A. 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, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

- B. WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS/HER AGENTS OR CONTRACTORS.

- C. WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SANITARY SEWER FACILITIES.

- D. WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

- E. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.4 SHALL BE ENFORCEABLE BY WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

- F. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ-APPROVED SEWAGE DISPOSAL SYSTEMS. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

- 1.5. LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND SURFACE IMPROVEMENTS LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, ELECTRIC, INTERNET, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY VEGETATION OR MAKE ANY IMPROVEMENTS IN DEDICATED EASEMENTS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED IN SUCH EASEMENTS. IF IT IS DETERMINED THAT ANY SAID IMPROVEMENTS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS, THE PROVIDER SHALL HAVE THE RIGHT TO REMOVE SAID IMPROVEMENTS UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, WITHIN SUCH TIME THE LOT OWNER MAY REMOVE THE SAME.

- 1.6. LOTS. ALL LOTS AS SHOWN ON THE PLAT SHALL BE MAINTAINED BY THE LOT OWNER.

- 1.7. MAILBOXES. ALL MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE COMMUNITAL REQUIREMENTS AND BE SUBJECT TO APPROVAL BY THE UNITED STATES POSTAL SERVICE. THE TYPE AND CONSTRUCTION OF MAILBOXES SHALL BE COMPLY WITH THE DESIGN STANDARDS ESTABLISHED BY THE DEVELOPER. A COMMUNITY MAILBOX SHALL BE AN ACCEPTED ALTERNATIVE SUBJECT TO THE UNITED STATES POSTAL SERVICE.

- A. IN THE EVENT OF A COMMUNITY MAILBOX, SUCH MAILBOX SHALL BE PERMITTED TO BE LOCATED WITHIN THE UTILITY ACCESS & COMMUNITY MAILBOX EASEMENT* AS REFERENCED ON THIS PLAT AND RECORDED BY SEPARATE INSTRUMENT.

SECTION II: RESIDENTIAL DWELLING AND IMPROVEMENTS

2.1. DEVELOPER - PLAN REVIEW

- A. UNLESS WAIVED BY THE DEVELOPER, INVOLVING THE DEVELOPER SHALL HAVE THE AUTHORITY TO REVIEW ALL ASPECTS OF ANY IMPROVEMENTS TO BE MADE ON LOTS, INCLUDING BUT NOT LIMITED TO: DWELLING SIZE, EXTERIOR FINISHES, GARAGES, PATIO COVERS, DRIVEWAYS, MAILBOXES, POOL PITS, AND MAILBOXES, AND LANDSCAPING.

- B. LOT IMPROVEMENTS PREPARED BY THE LOT OWNER SHALL NOT BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED IN WRITING BY THE DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS.

- 2.2. LOT SETBACK LINES. BUILDINGS, BUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS WITHIN THE PROPER SETBACK LINES. THE SETBACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT, UNLESS OTHERWISE SPECIFIED, SHALL BE MEASURED FROM THE SETBACK LINES SHOWN ON THE ACCOMPANYING PLAT; THE MINIMUM BUILDING SETBACK LINES FOR DWELLINGS OR STRUCTURES SHALL BE:

- FRONT YARD: 10 FEET
SIDE YARD: 8 FEET
REAR YARD: 35 FEET

- 2.3. OUTDOOR LOT IMPROVEMENTS. THE LOCATION, SPECIFICATIONS, AND APPEARANCE OF ALL LOT IMPROVEMENTS SHALL BE APPROVED BY THE DEVELOPER PRIOR TO INSTALLATION, INCLUDING: FENCING, OUTBUILDINGS, ANTENNAE OR RECEPTION DEVICES, POOLS, ETC.

SECTION III: LOT USE AND RESTRICTIONS

- 3.1. LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL, SINGLE-FAMILY PURPOSES.

- 3.2. NOISE/NUISANCE. NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A RESIDENTIAL LOT. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION, OR POLLUTION, AND THOSE WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

- 3.3. LOT MAINTENANCE. ALL RESIDENTIAL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL, AND SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL RESIDENTIAL LOTS SHALL KEEP ALL WEEDS AND GRASS THEREON CUT AND SHALL IN NO EVENT USE ANY RESIDENTIAL LOT FOR STORAGE OF MATERIALS OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENTAL TO CONSTRUCTION OF IMPROVEMENTS THEREON AS HEREIN PERMITTED, OR PERMIT THE ACCUMULATION OF GARBAGE, TRASH, OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS, OR OTHER PROPERTY. THE DEVELOPER RESERVES THE RIGHT FOR ITS AGENTS OR DESIGNEES TO ENTER UPON ANY RESIDENTIAL LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER.

- 3.4. WIND GENERATORS AND SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

- 3.5. CLOTHES LINES. THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

- 3.6. AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED, OR PARKED WITHIN THE SUBDIVISION.

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

SECTION IV: DEVELOPER'S RESERVED RIGHTS

- 4.1. IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO THE DEVELOPER OR GRANTED TO THE DEVELOPER UNDER THE PROVISIONS OF THE ASPEN PARK VILLAGE DEED OF DEDICATION, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS SECTION. ANYTHING IN THIS DECLARATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS SECTION SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS SECTION, THE PROVISIONS OF THIS SECTION SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIME AS DEVELOPER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ANY LOT OR

PROPERTY WITHIN THE SUBDIVISION.

- 4.2. CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON ANY PROPERTY AS DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS DEVELOPER MAY REQUIRE. DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS, AND PARKING ON SUCH PROPERTY AT ANY TIME TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR DAMAGE TO THE PROPERTY.

- 4.3. OTHER RIGHTS. DEVELOPER SHALL HAVE THE RIGHT TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION.

SECTION V: PRUDENTIAL CONSIDERATIONS

- 5.1. ENFORCEMENT. ENFORCEMENT OF RESTRICTIONS OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER. THE DEVELOPER SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OF ANY KIND.

- 5.2. REMEDIES. IF AN OWNER SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS, OR RESTRICTIONS HEREIN, ANY PERSON HAVING AN INTEREST IN THE REAL PROPERTY IN THE SUBDIVISION SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST A PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION TO ENFORCE ANY PROVISION HEREOF, THE DEVELOPER, IF THE PREVAILING PARTY, SHALL BE ENTITLED TO AN AWARD OF ATTORNEY'S FEES AND COSTS, TAXED AS COSTS.

- 5.3. SPECIAL ASSESSMENTS. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE DEVELOPER SHALL HAVE THE RIGHT TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION.

- 5.4. NO WAIVER. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT OR CONDITION, AT ANYTIME, SHALL NOT BE DEEMED A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

- 5.5. WAIVER OF RIGHT OF RECOVERY. EACH LOT OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THE RISK OF BODILY INJURY AND PHYSICAL LOSS OR DAMAGES OF ANY KIND TO HIS/HER AND HIS/HER INVITEES' PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL PROPERTY STORED OR LOCATED ON PROPERTY WITHIN THE SUBDIVISION AND WITH RESPECT TO HIS/HER HOME. EACH LOT OWNER HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS WHICH THEY MAY HAVE AGAINST ANY LOT OWNER OR THE DEVELOPER, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGE TO THE LOTS, OR THE HOMES, OR TO ANY PERSONAL PROPERTY LOCATED IN THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY FIRE, FLOOD, OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE, ALL SUCH POLICIES SHALL CONTAIN WAIVERS OF THE INSURER'S RIGHTS TO SUBROGATION AGAINST ANY OWNER, THE DEVELOPER, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

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

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

- 5.8. BINDING EFFECT AND AMENDMENTS. THESE COVENANTS, CONDITIONS, AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO UNILATERALLY GRANT VARIANCES THEREFROM AT ANY TIME.

SECTION VI: HOMEOWNERS' ASSOCIATION

- 6.1. FORMATION OF A HOMEOWNERS' ASSOCIATION. THE DEVELOPER FORMED THE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE SUBDIVISION (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NONPROFIT CORPORATE ENTITY ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS (RESERVE "A" AND 80' MUTUAL ACCESS & UTILITY EASEMENT) AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION, THE ASSOCIATION WILL ALSO BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS ROAD.

- 6.2. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

- 6.3. COVENANT FOR ASSESSMENTS. THE DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED. 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.

- 6.4. ENFORCEMENT. RIGHTS OF THE ASSOCIATION WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS 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.

- 6.5. DRAINAGE CONVEYANCE AND PRIVATE ROADWAY MAINTENANCE. THE SUBDIVISION'S DRAINAGE CONVEYANCE AND ROADWAY INFRASTRUCTURE IS NOT CONSTRUCTED IN ACCORDANCE WITH TULSA COUNTY REGULATIONS AND WILL REMAIN PRIVATELY MAINTAINED WITH NO CONSIDERATION BY TULSA COUNTY OFFICIALS TO ADOPT THE ROADWAY INTO MAINTENANCE INVENTORY NOR REASSIGN RIGHT-OF-WAY TO PUBLICLY DEDICATED FOR ANY REASON.

PRELIMINARY PLAT OF

Aspen Park Village

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER QUARTER (SW/4) OF SECTION THREE (03), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, ASPEN LAND DEV, LLC, BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS _____ DAY OF _____, 2026.

ASPEN LAND DEV, LLC

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED ASPEN LAND DEV, LLC, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

CERTIFICATE OF SURVEY

I, ALBERT JONES III, OF ATLAS LAND OFFICE, INC., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #8060, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ASPEN PARK VILLAGE", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

ALBERT JONES III
OKLAHOMA REGISTERED PROFESSIONAL LAND SURVEYOR #1580
ATLAS LAND OFFICE, INC.
C.A. # 8060, EXP. 6-30-2026



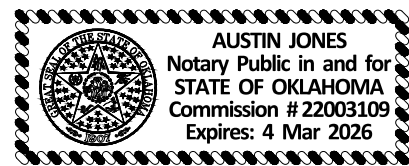
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED ALBERT JONES III, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES



CERTIFICATE OF TULSA COUNTY PLANNING COMMISSION

I, THE CHAIRPERSON OF THE TULSA COUNTY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THE PROPOSED SUBDIVISION, ASPEN PARK VILLAGE, HAS BEEN PROCESSED THROUGH THE TULSA COUNTY PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CHAIRPERSON OF THE TULSA COUNTY PLANNING COMMISSION

CERTIFICATE OF TULSA COUNTY BOARD OF COMMISSIONERS

I, THE CHAIRMAN OF THE TULSA COUNTY BOARD OF COMMISSIONERS, DO HEREBY APPROVE THE ACCEPTANCE OF ASPEN PARK VILLAGE AS A SUBDIVISION OF TULSA COUNTY.

CHAIRMAN OF THE TULSA COUNTY BOARD OF COMMISSIONERS

CERTIFICATE OF TULSA COUNTY TREASURER

I, THE TULSA COUNTY TREASURER, DO HEREBY STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2026 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS ASPEN PARK VILLAGE.

TULSA COUNTY TREASURER

CERTIFICATE OF TULSA COUNTY CLERK

I, THE COUNTY CLERK OF WAGONER COUNTY, DO HEREBY STATE THAT THE SUBDIVISION CALLED ASPEN PARK VILLAGE HAS BEEN FILED INTO TULSA COUNTY RECORDS.

TULSA COUNTY CLERK