Tulsa County Clerk - MICHAEL WILLIS
Doc # 7098 Page(s): 3
06/28/2023 10:16:29 AM
Receipt #: 2023-34128
Fees: $20.00

# CZ-518 / PUD-859

# Whisper Lane

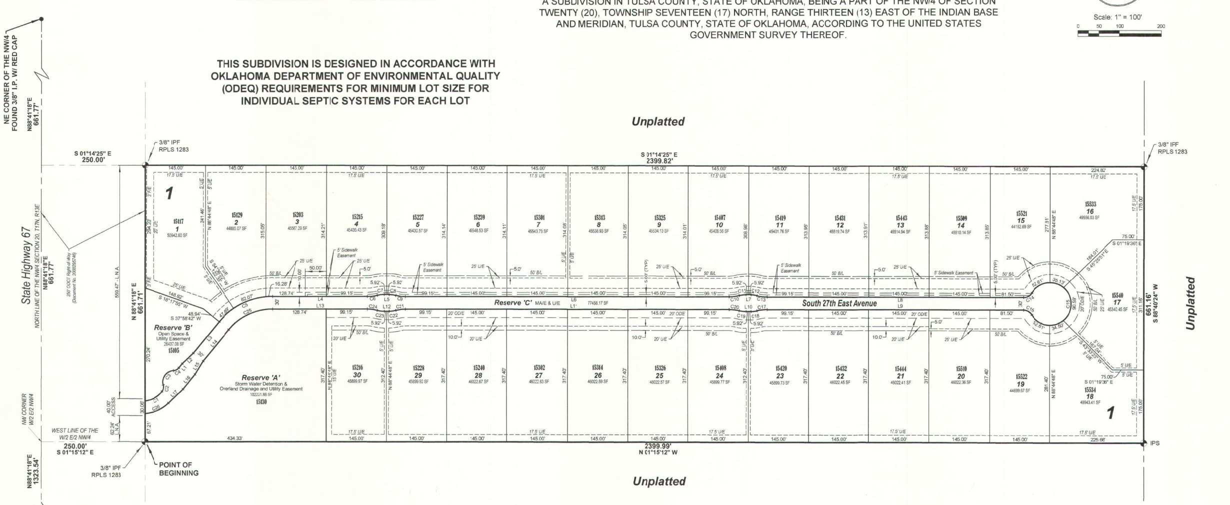
A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NW/4 OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.


**Owner / Developer**
LINDSAY DEVELOPMENT, LLC
1420 SOUTH HARVARD AVENUE
TULSA, OK 74112
PHONE: (918) 749-1637
MR. LINDSAY PERKINS

**Surveyor**
FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

**Engineer**
ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2024


**THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) REQUIREMENTS FOR MINIMUM LOT SIZE FOR INDIVIDUAL SEPTIC SYSTEMS FOR EACH LOT**




## Subdivision Statistics

SUBDIVISION CONTAINS THIRTY (30) LOTS IN ONE (1) BLOCK AND THREE (3) RESERVE AREAS

GROSS SUBDIVISION AREA:
1,587,375.9 SF OR 36.44 ACRES

## Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE NORTH LINE OF THE NW/4 OF SECTION 20, T17N, R13E AS NORTH 88°41'18" EAST.

## Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

## Address

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

## Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA UNINCORPORATED AREAS, COMMUNITY PANEL NO. 40143C0429L - OCTOBER 16, 2012, WHICH INDICATES THE SUBJECT PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

## Benchmark

ADS #585: 5/8" REBAR W/ 1.5" ALUMINUM CAP
N:350075.368
E:2572921.227
ELEV: 674.81' NAVD 1988

## Legend

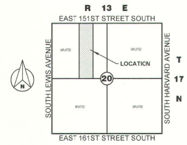
B/L........BUILDING SETBACK LINE
F/E........FENCE EASEMENT
IPS........IRON PIN SET
(REFER TO MONUMENTATION NOTE)
L.N.A.........LIMITS OF NO ACCESS
OD/E.........OVERLAND DRAINAGE EASEMENT
ROW.........RIGHT OF WAY
SF.........SQUARE FEET
U/E.........UTILITY EASEMENT
12500.........STREET ADDRESS

## Curve Table

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 48.91' | 58.00' | 48°19'09.86" | S 29°51'58" E | 47.48' |
| C2 | 16.54' | 18.00' | 52°39'48.40" | S 80°21'27" E | 15.97' |
| C3 | 47.65' | 27.00' | 101°07'30.77" | S 56°07'36" E | 41.71' |
| C4 | 14.60' | 18.00' | 46°27'28.01" | S 28°47'34" E | 14.20' |
| C5 | 146.20' | 165.00' | 50°46'06.60" | S 26°38'15" E | 141.47' |
| C6 | 24.16' | 97.00' | 14°16'19.63" | S 08°23'22" E | 24.10' |
| C7 | 16.19' | 65.00' | 14°16'19.63" | S 08°23'22" E | 16.15' |
| C8 | 16.19' | 65.00' | 14°16'16.31" | S 05°52'56" W | 16.15' |
| C9 | 24.16' | 97.00' | 14°16'16.31" | S 05°52'56" W | 24.10' |
| C10 | 24.16' | 97.00' | 14°16'19.63" | S 08°23'22" E | 24.10' |
| C11 | 16.19' | 65.00' | 14°16'19.63" | S 08°23'22" E | 16.15' |
| C12 | 16.19' | 65.00' | 14°16'19.63" | S 05°52'58" W | 16.15' |
| C13 | 24.16' | 97.00' | 14°16'19.63" | S 05°52'58" W | 24.10' |
| C14 | 23.73' | 23.00' | 59°06'06.67" | S 30°48'15" E | 22.69' |
| C15 | 265.44' | 51.00' | 298°12'13.34" | S 88°44'48" W | 52.38' |
| C16 | 23.73' | 23.00' | 59°06'06.67" | N 28°17'51" E | 22.69' |
| C17 | 24.16' | 97.00' | 14°16'19.63" | N 08°23'22" W | 24.10' |
| C18 | 16.19' | 65.00' | 14°16'19.63" | N 08°23'22" W | 16.15' |
| C19 | 16.19' | 65.00' | 14°16'19.63" | N 05°52'58" E | 16.15' |
| C20 | 24.16' | 97.00' | 14°16'17.44" | N 05°52'59" E | 24.10' |
| C21 | 24.16' | 97.00' | 14°16'19.63" | N 08°23'22" W | 24.10' |
| C22 | 16.19' | 65.00' | 14°16'19.63" | N 08°23'22" W | 16.15' |
| C23 | 16.19' | 65.00' | 14°16'19.63" | N 05°52'58" E | 16.15' |
| C24 | 24.16' | 97.00' | 14°16'19.63" | N 05°52'58" E | 24.10' |
| C25 | 119.62' | 135.00' | 50°46'06.60" | N 26°38'15" W | 115.75' |
| C26 | 63.27' | 88.00' | 41°11'43.69" | N 24°48'16" W | 61.92' |

## Line Table

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 52°01'18" E | 12.90' |
| L2 | S 44°15'51" E | 37.04' |
| L3 | S 52°01'18" E | 96.99' |
| L4 | S 01°15'11" E | 227.89' |
| L5 | S 01°15'12" E | 11.83' |
| L6 | S 01°15'12" E | 778.29' |
| L7 | S 01°15'12" E | 11.83' |
| L8 | S 01°15'12" E | 515.65' |
| L9 | N 01°15'12" W | 515.65' |
| L10 | N 01°15'12" W | 11.83' |
| L11 | N 01°15'12" W | 778.29' |
| L12 | N 01°15'12" W | 11.83' |
| L13 | N 01°15'11" W | 227.89' |
| L14 | N 52°01'18" W | 96.99' |
| L15 | N 59°46'46" W | 37.04' |
| L16 | N 52°01'18" W | 45.64' |
| L17 | N 45°24'07" W | 48.46' |




**Location Map**
SCALE: 1"=2000'

## Driveway Culvert Summary Table

| DRIVEWAY LOCATION | | RCP & HP STORM PIPE SIZE |
|---|---|---|
| BLOCK 1 | 1 | 24" |
| | 2 | 18" |
| | 3 | 18" |
| | 4 | NOT REQUIRED |
| | 5 | NOT REQUIRED |
| | 6 | NOT REQUIRED |
| | 7 | NOT REQUIRED |
| | 8 | NOT REQUIRED |
| | 9 | NOT REQUIRED |
| | 10 | NOT REQUIRED |
| | 11 | NOT REQUIRED |
| | 12 | NOT REQUIRED |
| | 13 | NOT REQUIRED |
| | 14 | NOT REQUIRED |
| | 15 | NOT REQUIRED |
| | 16 | NOT REQUIRED |
| | 17 | NOT REQUIRED |
| | 18 | 18" |
| | 19 | 18" |
| | 20 | 24" |
| | 21 | 24" |
| | 22 | 24" |
| | 23 | DOUBLE 24" |
| | 24 | DOUBLE 24" |
| | 25 | DOUBLE 24" |
| | 26 | DOUBLE 24" |
| | 27 | DOUBLE 24" |
| | 28 | DOUBLE 24" |
| | 29 | DOUBLE 24" |
| | 30 | DOUBLE 24" |

RCP = REINFORCED CONCRETE PIPE
HP = HIGH-DENSITY POLYPROPYLENE
MINIMUM PIPE SLOPE = 0.75%

**MAX. PIPE SIZE: 24"**

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated the 28th day of June 2023
MICHAEL WILLIS, Tulsa County Clerk
Kaugh Cox Deputy

**FINAL PLAT**
**CERTIFICATE OF APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON

06-01-2023

Susan Miller

TMAPC/INCOG OFFICIAL

THIS APPROVAL IS VOID IF THIS PLAT IS NOT FILED IN THE OFFICE OF THE COUNTY CLERK ON OR BEFORE

COUNTY ENGINEER

**CERTIFICATE**

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $17,176.00 per trust receipt no.17453 to be applied to 2023 taxes. This certificate is NOT to be construed as payment of 2023 taxes in full but is given in order that this plat may be filed on record. 2023 taxes may exceed the amount of the security deposit.

Dated: 06/28/2023
John M. Fothergill
Tulsa County Treasurer
By: [signature]
Deputy



## WHISPER LANE
### DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

LINDSAY DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (W/2 E/2 NW/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW/4 OF SAID SECTION 20; THENCE NORTH 88°41'18" EAST ALONG THE NORTH LINE THEREOF 1323.54 FEET TO THE NORTHWEST CORNER OF THE W/2 E/2 NW/4 OF SAID SECTION 20; THENCE SOUTH 01°15'12" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 67 AND THE POINT OF BEGINNING; THENCE NORTH 88°41'18" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE NORTH LINE OF THE NW/4 OF SAID SECTION 20 A DISTANCE OF 661.71 FEET TO A POINT ON THE EAST LINE OF THE W/2 E/2 NW/4 OF SAID SECTION 20; THENCE SOUTH 01°14'25" EAST 2399.82 FEET TO THE SOUTHEAST CORNER OF SAID W/2 E/2 NW/4; THENCE SOUTH 88°40'24" WEST 661.16 FEET TO THE SOUTHWEST CORNER OF SAID W/2 E/2 NW/4; THENCE NORTH 01°15'12" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2399.99 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,587,375.9 SQ. FEET OR 36.44 ACRES

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE NORTH LINE OF THE NW/4 OF SECTION 20, T17N, R13E AS N 88°41'18" E.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PRIVATE STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'WHISPER LANE', A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA

## SECTION I. EASEMENTS AND UTILITIES

**A. UTILITY EASEMENTS**

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN TULSA COUNTY FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM 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 RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE 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 SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. UNDERGROUND SERVICE**

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTHERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, 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 OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, 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 THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**C. WATER, SANITARY SEWER AND STORM SEWER**

IN CONNECTION WITH THE PROVISIONS OF WATER AND STORM SEWER SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS AND THE PUBLIC STORM SEWER FACILITIES LOCATED ON HIS LOT AND WITHIN THE DEPICTED UTILITY EASEMENT AREAS. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) INCHES FROM THE ORIGINAL CONTOURS OR FROM ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO THE EASEMENT AREAS.

2. CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND TULSA COUNTY, STATE OF OKLAHOMA OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

3. CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

4. TULSA COUNTY, STATE OF OKLAHOMA, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY TULSA COUNTY, STATE OF OKLAHOMA AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

5. SANITARY SEWER DISPOSAL: SEWERAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) APPROVED AEROBIC SEWAGE DISPOSAL SYSTEMS. NO OTHER ONSITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER. 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.

**D. LANDSCAPE AND PAVING REPAIR**

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON HIS LOT IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, ELECTRIC, NATURAL GAS, CABLE TELEVISION, OR TELEPHONE SERVICE.

2. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER 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, CREEK COUNTY RURAL WATER DISTRICT NO. 2 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.

**E. RESERVE AREA "A"**

RESERVE AREA "A" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, UTILITY EASEMENT, PRIVATE DRIVES/PAVEMENT, OPEN SPACE, LANDSCAPING, RECREATION AND PRIVATE AMENITIES, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE WHISPER LANE HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, AS SET FORTH WITHIN SECTION IV HEREOF.

**F. RESERVE AREA "B"**

RESERVE AREA "B" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A UTILITY EASEMENT, PRIVATE DRIVES/PAVEMENT, OPEN SPACE, LANDSCAPING, SCREENING FENCES AND WALLS, AND SUBDIVISION IDENTIFICATION SIGNS, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE WHISPER LANE HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV HEREOF.

**G. RESERVE AREA "C"**

RESERVE AREA "C" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, RECREATION, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES AND KEYPAD ENTRY, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS WITHIN THE WHISPER LANE DEVELOPMENT.

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE WHISPER LANE HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

IN ADDITION, THE UNDERSIGNED OWNER DOES HEREBY SET ASIDE FOR THE PRIVATE USE AND ENJOYMENT OF ALL OWNERS OF RESIDENTIAL LOTS IN WHISPER LANE, AND GRANTEES OF OWNERS OF THESE RIGHTS AS OWNERS OF RESIDENTIAL LOTS, THE STREETS AND STREET RIGHT-OF-WAY ESTABLISHED AND SHOWN ON SAID PLAT. THE HEREIN DESCRIBED STREETS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE RESERVES THEREIN LAY THE STREET AND OTHER IMPROVEMENTS ARE CONVEYED TO THE DULY ESTABLISHED WHISPER LANE HOMEOWNERS' ASSOCIATION (WLHOA). THEREAFTER, THE STREETS SHALL BE MAINTAINED BY THE WLHOA.

IF BY MUTUAL AGREEMENT AND UPON ACCEPTANCE OF THE REQUIREMENT FOR MAINTENANCE OF SAID STREETS BY THE COUNTY OF TULSA, OR OTHER APPROPRIATE GOVERNING ENTITY, THE WLHOA MAY CONVEY THE STREETS TO AN ACCEPTING ENTITY.

**H. OVERLAND DRAINAGE EASEMENTS**

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF TULSA COUNTY, STATE OF OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY TULSA COUNTY, STATE OF OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY TULSA COUNTY, STATE OF OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF TULSA COUNTY, STATE OF OKLAHOMA.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY TULSA COUNTY, STATE OF OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE HOMEOWNERS' ASSOCIATION, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE HOMEOWNERS' ASSOCIATION, THE ASSOCIATION MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE HOMEOWNERS' ASSOCIATION.

**I. STORM WATER DETENTION EASEMENTS**

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREAS "A" "B" AND "C" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY TULSA COUNTY, STATE OF OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE WHISPER LANE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

   a. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
   b. THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, TULSA COUNTY, STATE OF OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, TULSA COUNTY, STATE OF OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY, STATE OF OKLAHOMA.

**J. FENCE EASEMENTS**

THE OWNER/DEVELOPER DOES HEREBY DEDICATE A PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "F/E" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ALL FENCES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID.

THE RESPECTIVE OWNERS OF THESE LOTS SHALL NOT TEAR DOWN, PAINT, MODIFY, ATTACH TO, OR IN ANY WAY ALTER THE FENCE ALONG THE NORTH PROPERTY LINE, SAID FENCE REFERRED TO AS "THE COMMONLY OWNED FENCE".

**K. LIMITS OF NO ACCESS**

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN 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 OKLAHOMA DEPARTMENT OF TRANSPORTATION OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

**L. SURFACE DRAINAGE**

EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE SURFACE WATER RUNOFF FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS, AND FROM 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 LOT. AVENUES OF NATURAL DRAINAGE SHALL BE PROTECTED BY EACH LOT OWNER.

ONCE THE DRAINAGE PLANS FOR EACH INDIVIDUAL LOT ARE ESTABLISHED AND IN PLACE, THE LOT OWNER SHALL NOT ALTER THE DRAINAGE COURSE WITHIN A DRAINAGE EASEMENT. THIS PROVISION SHALL ALSO APPLY, IF APPLICABLE, TO A PIPE SIZE SET FOR A LOT DRAINAGE UNDER A DRIVEWAY OR ANY ACCESS WAY TO A HOME ON A LOT. THIS PROVISION IS ENFORCEABLE BY THE OWNER/DEVELOPER AND THE WLHOA, AND BY ACCEPTING A DEED FOR A LOT THE OWNER AFFIRMS COMPLIANCE THERETO.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "WHISPER LANE" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (CZ-518 / PUD-859), AS PROVIDED WITHIN SECTIONS 1100 THROUGH 1170 OF THE TULSA COUNTY ZONING CODE, AS THE SAME EXISTED ON SEPTEMBER 15, 2021, (HEREINAFTER THE "TULSA COUNTY ZONING CODE"), AND

WHEREAS CZ-518 / PUD-859 WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON SEPTEMBER 15, 2021 AND APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS ON NOVEMBER 8, 2021, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA COUNTY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY TULSA COUNTY, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER ESTABLISHED 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 TULSA COUNTY, STATE OF OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (WHISPER LANE), AND WHICH COVENANTS 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.

GROSS LAND AREA: 36.44 ACRES

WHISPER LANE NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN WHISPER LANE:

PERMITTED USES:

ALL USES ALLOWED BY RIGHT IN THE RE ZONING DISTRICT SPECIFICALLY USE UNIT 6 - SINGLE FAMILY DWELLINGS AND CUSTOMARY FACILITIES AND AMENITIES.

MINIMUM LOT WIDTH (AT BUILDING SETBACK LINE): 140 FEET **

** LOTS WITH CUL-DE-SAC FRONTAGE MAY HAVE A MINIMUM WIDTH OF 30 FEET AT THE RIGHT-OF-WAY LINE BUT SHALL MEET THE MINIMUM REQUIREMENTS FOR LOT AREA AS SPECIFIED IN THIS PUD.

| | |
|---|---|
| MINIMUM LOT AREA: | 22,500 SQUARE FEET |
| MAXIMUM STRUCTURE HEIGHT: | 40 FEET |
| MINIMUM OFF-STREET PARKING: | TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT |
| FRONT YARD BUILDING SETBACK PRIVATE STREET RESERVE: | 50 FEET |
| REAR YARD BUILDING SETBACK: | 25 FEET |
| INTERIOR SIDE YARD BUILDING SETBACK: | 15 FEET |

NO RESIDENCE SHALL BE BUILT NEARER THAN FIFTEEN (15) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIFTEEN (15) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST THIRTY (30) FEET BETWEEN RESIDENCES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FORGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT.

## SECTION III. PROTECTIVE COVENANTS AND CONSTRUCTION STANDARDS

NOW, THEREFORE, THE UNDERSIGNED OWNER, FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE REAL PROPERTY ABOVE DESCRIBED, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE UNDERSIGNED OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND CREATES THE EASEMENTS WHICH SHALL BE BINDING ON IT, ITS SUCCESSORS AND ASSIGNS, AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OF THE ABOVE DESCRIBED PROPERTIES AND ITS SUCCESSORS IN TITLE.

1. HOMEOWNERS' ASSOCIATION.

   a. THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF ALL LOT OWNERS IN WHISPER LANE, AND SHALL BE NAMED THE WLHOA. THE WLHOA WILL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND IS TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AND COMMON AREAS, INCLUDING, BUT WITHOUT LIMITATION, THE STREETS, LANDSCAPING, COMMON AREA FENCING, ENTRYWAYS, RESERVES, STORM SEWERS, PARK AREAS, DETENTION FACILITIES (IF APPLICABLE), AND ANY OTHER FACILITY THAT IS COMMON TO HOMEOWNERS IN THIS PLATTED AREA, AND THUS ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PROPERTY WITHIN.

   b. MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE WLHOA. MEMBERSHIP SHALL BE MANDATORY AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP. IF MORE THAN ONE PERSON OWNS A LOT, THERE SHALL BE ONE MEMBERSHIP AND THAT ONE MEMBERSHIP SHALL BE ENTITLED TO ONE VOTE.

   c. COVENANT FOR REGULAR DUES AND ASSESSMENTS: THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED, COVENANTS AND AGREES TO PAY THE DULY AUTHORIZED AND APPROVED DUES AND ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN WHISPER LANE. FAILURE TO PAY SHALL CONSTITUTE A LIEN RIGHT IN FAVOR OF THE WLHOA ACCORDING TO A PROCESS ESTABLISHED IN THE BY-LAWS ADOPTED BY THE WLHOA.

   d. CERTAIN RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY TO THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS ANY PROPERTY OWNER.

2. ARCHITECTURAL COMMITTEE.

   a. AN ARCHITECTURAL COMMITTEE TO BE KNOWN AS THE WHISPER LANE ARCHITECTURAL COMMITTEE (AND HEREINAFTER REFERRED TO AS WLAC) IS HEREBY ESTABLISHED, AND SHALL 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. LINDSAY PERKINS, MEMBER/MANAGER OF LINDSAY DEVELOPMENT, LLC AND BRANDON PERKINS ACTING BY A VOTE OF THE TWO OF THEM, SHALL BE THE INITIALLY DESIGNATED ARCHITECTURAL COMMITTEE. ADDITIONAL MEMBERS MAY BE APPOINTED. UPON MUTUAL AGREEMENT BETWEEN THE OWNER/DEVELOPER AND THE WLHOA, CONTROL OF THE ARCHITECTURAL COMMITTEE MAY BE TRANSFERRED TO THE WLHOA.

   b. NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, AND HAS BEEN APPROVED IN WRITING BY THE WLAC. 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 TWENTY-ONE (21) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED.

   c. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN IT'S 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.

   d. THE WLAC SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON JANUARY 1, 2075. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

   e. COVENANT VIOLATIONS LETTER. PRIOR TO CONVEYING ANY LOT AND/OR HOME THE CONVEYING OWNER MUST REQUEST A LETTER FROM WLHOA STATING THAT, TO THE BEST OF THEIR KNOWLEDGE, THE PARTICULAR LOT/HOME DOES NOT HAVE PAST DUE DUES, ASSESSMENTS, OR COVENANT VIOLATIONS.

3. SQUARE FEET. THE MINIMUM LIVING AREA SHALL BE 2500 SQUARE FEET FOR SINGLE STORY AND 2,800 SQUARE FEET FOR ONE AND ONE-HALF AND TWO STORY HOME. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACES, OR ATTICS. LIVING SPACE SHALL BE MEASURED HORIZONTALLY AT THE TOP PLATE LINE FROM THE FACE OF THE OUTSIDE WALLS. LIVING AREA MUST AVERAGE AT LEAST 7 FEET 6 INCHES. AREAS LESS THAN 5 FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

4. FRONT BUILDING LINE. THE FRONT BUILDING LINE IN WHISPER LANE IS ESTABLISHED AT 50' BEHIND THE FRONT PROPERTY LINE (FROM THE PRIVATE STREET RESERVE). A HOME MAY BE BUILD BEHIND THE 50' BUILDING LINE AT THE OPTION OF THE OWNER. IT SHALL NOT BE BUILT CLOSER THAN 50' FROM THE FRONT PROPERTY LINE (FROM THE PRIVATE STREET RESERVE).

5. STEM WALLS. EXPOSED CONCRETE STEM WALLS ON THE FRONT ELEVATION OF A HOME SHALL BE PAINTED, OR COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

6. DRIVEWAYS AND DRIVEWAY THRESHOLD. DRIVEWAYS PROVIDING MULTIPLE OR SINGLE ACCESS TO A RESIDENCE FROM A STREET SHALL SERVE A SINGLE RESIDENCE (LOT) ONLY. THE DRIVEWAY THRESHOLD SURFACE (THE AREA BETWEEN THE STREET AND THE FRONT OR SIDE PROPERTY LINE) SHALL BE BUILT AND MAINTAINED WITH ASPHALT, CONCRETE, BRICK, OR STONE. THE THRESHOLD STRUCTURE, IF APPLICABLE AND/OR REQUIRED (WHICH CONTAINS A DRAINAGE PIPE(S) FOR RAIN DITCH DRAINAGE), SHALL BE BUILT ACCORDING TO THE PLAN ESTABLISHED AND PROVIDED BY THE WLAC. THE DRIVEWAY SURFACE TO THE FRONT DOOR AND/OR GARAGE MAY BE BUILT USING ASPHALT OR CONCRETE OR ITHER MATERIALS MAY BE APPROVED UPON WRITTEN REQUEST TO THE WLAC.

7. PARKING RESTRICTION. WHEN PARKING IS INSUFFICIENT ON A PRIVATE LOT (SUCH AS PARKING FOR PRIVATE PARTIES, RECEPTIONS, ETC.), PARKING IS RESTRICTED TO THE EAST SIDE OF WHISPER LANE ONLY.

8. GARAGES
   a. A GARAGE PROVIDING FOR A MINIMUM OF TWO AUTOMOBILES, COMPLETELY ENCLOSED, SHALL BE PROVIDED FOR EACH HOME BUILD IN WHISPER LANE.
   b. CARPORTS ARE NOT PERMITTED.
   c. SIDE LOADING GARAGES ARE EXCOURAGED BUT NOT REQUIRED.
   d. ENCLOSED GARAGES EITHER DETACHED OR ATTACHED FROM A HOME ARE PERMITTED FOR THE STORAGE OF MOTOR HOMES, TRAVEL TRAILERS, BOATS, AND SIMILAR RECREATIONAL EQUIPMENT. THE WLAC WILL ISSUE AN APPROVAL FOR SUCH ENCLOSURES PROVIDED THE ARCHITECTURAL STYLE COMPLIMENTS THE ARCHITECTURAL STYLE OF THE HOME. ANY DETACHED, ENCLOSED GARAGES SHALL BE SET BACK A MINIMUM OF 25 FEET BEHIND THE FRONT (STREET SIDE) OF THE PRIMARY DWELLING ON THE LOT. THIS SETBACTIONMAY BE MODIFIED SUBJECT TO APPROVAL BY THE WLAC.

9. PRE-EXISTING BUILDINGS. NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT. THIS PROVISION DOES NOT PRECLUDE, HOWEVER, THE USE OF MODULAR COMPONENTS OR STRUCTURES UPON WRITTEN REQUEST AND APPROVAL OF THE WLAC.

10. OUT BUILDINGS. OUT BUILDINGS SUCH AS STORAGE SHEDS, PLAYHOUSES, APPROVED SECONDARY LIVING QUARTERS, POOL HOUSES, OR OTHER PERMANENT STRUCTURES ARE PERMITTED WITH PRIOR WRITTEN APPROVAL FROM THE WLAC. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE AND LOCATED BEHIND ANY BUILDING LINE AND OUTSIDE OF ANY EASEMENT.

11. FENCES.
   a. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE (EXCEPTION SEE 11.E BELOW).
   b. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LNE OF A LOT A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME.
   c. PERIMETER FENCES SHALL BE WROUGHT IRON, SIMULATED) WROUGHT IRON, OR CHAIN LINK. IF A CHAIN LINK FENCE IS BUILT, THE LINKS SHALL BE BLACK WITH BLACK HORIZONTAL AND VERTICAL SUPPORTS AND THE VERTICAL AND HORIZONTAL SUPPORT RAILS, INCLUDING GATES, SHALL BE WOOD (PER THE PRE-APPROVED DETAIL PROVIDED BY THE WLAC). FENCING IS AN IMPORTANT VISUAL CONSIDERATION TO PROTECT PROPERTY VALUES. THEREFORE IF QUESTIONS ARISE CONSULT THE WLAC FOR DESIGN GUIDELINES.
   d. A SINGLE REAR YARD FENCE STYLE INCLUDING A HEIGHT REQUIREMENT TO PROVIDE CONFORMITY AND ENHANCE SEURITY AND PROPERTY VALUES IN WHISPER LANE SHALL BE ADOPTED BY THE WLAC. ITS INSTALLATION AND MAINTENANCE IS MANDATORY FOR EACH LOT OWNER. IT SHALL BE BUILT AT THE DISCRETION OF THE LOT OWNER.
   e. INTERIOR FENCING SURROUNDING AN IN GROUND SWIMMING POOL TO PROVIDE PRIVACY AND SECURITY MAY BE WOOD. IFTERIOR FENCING MUST BE BEHIND ANY FRONT, SIDE, OR REAR BUILDING LINE AND OUTSIDE OF ANY EASEMENT, EXCEPT THAT A FENCE MAY CROSS OVER AN EASEMENT.
   f. ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3.5) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE WLAC.
   g. FENCES SHALL NOT EXCEED SIX FEET (6') IN HEIGHT.
   h. BARBED WIRE FENCING IS NOT PERMITTED.
   i. THE MAINTENANCE OF COMMONLY OWNED FENCING SHALL BE THE RESPONSIBILITY OF THE WLHOA. IN ADDITION, ANY FENCE PLACED WITHIN 10' OF A COMMONLY OWNED FENCE SHALL FIRST BE APPROVED BY THE WLAC.

12. ROOFS AND SHINGLES. ROOF PITCH AND SHINGLE MATERIA, SHALL BE SUBMITTED FOR APPROVAL OF THE WLAC IN CONJUNCTION WITH THE HOME PLANS SUBMITTED FOR APPROVAL.

13. MASONRY. THE FRONT ELEVATION OF EACH RESIDENCE SHAL HAVE A MINIMUM OF 75% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS.

14. POOLS. OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT, HOWEVER, DUE TO TERRAIN CONSIDERATIONS, PORTIONS OF THE POOL MAY BE ABOVE GROUND LEVEL. CHILDREN WADING OR PLAY POOLS OF A TEMPORARY NATURE ARE PERMITTED. SWIMMING POOL AUXILIARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETSCAPE.

15. LIGHTING. EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (45 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES

16. RETAINING WALLS. RETAINING WALL FACADES SHALL BE BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT FERMITTED. THE WLAC SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR RETAINING WALLS.

17. WASHING OUT OF CONCRETE TRUCKS. THERE SHALL BE NO WASHING OUT OF READY MIX CONCRETE TRUCKS ON ANY PROPERTY EXCEPT ON THAT PROPERTY TO WHICH THE CONCRETE IS DELIVERED. THE OWNER OF THE LOT, WHERE THE CONCRETE IS DELIVERED, SHALL BE HELD RESPONSIBLE FOR VIOLATION OF THIS COVENANT AND FOR PAYING ANY APPLICABLE CLEAN UP COSTS TO AFFECTED PROPERTY OWNERS.

18. ANTENNAS. OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHR THAN 24" OR SMALLER SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD AND SHIELDED FROM VIEW OF ADJOINING PROPERTY OWNERS. EQUIPMENT THAT INTERFERES OR OBSTRUCTS TELEVISION, CELL PHONE, OR SATELLITE RECEPTION IS PROHIBITED.

19. RECREATIONAL VEHICLES, BOATS, TRAILERS, MOTOR HOMES, CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PERWEEK UNLESS ITS VIEW IS SHIELDED FROM ADJOINING PROPERTY OWNERS.

20. CLOTHES LINE. EXPOSED CLOTHES LINE POLES AND OTHER OUTDOOR CLOTHES DRYING APPARATUS ARE NOT PERMITTED.

21. CLEAN LOTS. 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.

22. UPKEEP. ALL LOTS, STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOODREPAIR AT ALL TIMES. THE WLHOA MAY ESTABLISH BY BY-LAW, A NOTIFICATION AND ABATEMENT PROCEDURE, INCLUDING APPROPRIATE FINES, TO INSURE COMPLIANCE WITH THIS COVENANT.

23. SIGNS. NO SIGN OR ADVERTISEMENT SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF ARESIDENCE THAT IS "FOR SALE". NOTWITHSTANDING THE ABOVE, THE OWNER/DEVELOPER SHALL BE ALLOWED TO INSTALL ANY SIGNS DEEMED NECESSARY FOR THE PURPOSES OF MARKETING LOTS.

24. GARAGE/YARD SALES. GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER LOT OWNER EACH TWELVE (12) MONTH PERIOD UNLESS APPROVED BY THE HOMEOWNERS ASSOCIATION. AN ANNUAL WLHOA SPONSORED EVENT IS ENCOURAGED, AND MAY BE IMPLEMENTED BY A DULY APPROVED BY-LAW.

25. MAILBOXES. A KIOSK FOR US POSTAL SERVICE CELIVERY ANC PICK UP WILL BE IN USE IN WHISPER LANE. IT WILL BE LOCATED NEAR THE ENTRYWAY WITHIN A RESERVE AREA. HOWEVER, IF A RURAL TYPE MAILBOX IS APPROVED FOR USE IN WHISPER LANE BY THE WLHOA, THE MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE WLAC. IT SHALL BE LOCATED AT THE "INSIDE EDGE" OF THE DRIVEWAY, IN ACCORDING TO THE LOCATION SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE.

26. FIREPLACE. ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE A TERMINATOR CAP.

27. ROOFTOP PROTRUSIONS. SHEET METAL, ALUMINUM VENTS, FUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PIOTRUSIONS VIEWABLE FROM THE STREET SHALL BE PAINTED FLAT BLACK.

28. STORAGE AND MATERIALS. NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN FORTY FIVE(45) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITH IN TWELVE (12) WONTHS. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

29. LANDSCAPE. LARGE OPEN BARE SPACES SHALL BE SODDED OF SEEDED WITHIN 60 DAYS OF OCCUPANCY. HOWEVER, APPROPRIATE GROWIND SEASONS SHALL BE CONSIDERED AND TAKE PRECEDENT OVER THE 60 DAYS REQUIREMENT.

30. MINIMUM TREES. F A LOT DOES NOT HAVE A MINIMUM OF 3 EXISTING TREES N WHLT WILL BE THE FRONT YARD, THE OWNER/BUILDER SHALL PLANT TREES WITH A MINIMUM CALIPEROF 4" AND A MINIMUM HEIGHT OF 8'.

31. IRRIGATION SYSTEMS. LARGE LANDSCAPED AREAS ADJACENT TO A RESIDENCE SHALL BE MAINTAINED WITH THE INSTALLATION OF A PERMANENT IRRIGATION SYSTEM, FULL YAID IRRIGATION SYSTEMS ARE NOT REQUIRED.

32. LOT SPLITS. LOT SPLITS ARE NOT PERMITTED IN WHISPER LANE.

33. FLAG POLES AND FLAGS. EACH LOT IS PERMITTED ONE FLAG POLE, AND IT SHALL BELOCATED A MINIMUM OF FORTY (40) FEET FROM ANY PROPERTY LINE. IT SHALL NOT EXCEED FORTY (40) FEET IN HEIGHT. FLAGS FLOWN ARE LIMITED TO ONE OR MORE OF THE FOLLOWING: THE OFFICIAL FLAG OF THE UNITED STATES OF AMERICA, THE STATE OF OKLAHOMA, AN AUTHORIZED AMERICAN INDIAN TRIBAL FLAG, OR THE FLAG OF ANY STATE OF OKLAHOMA PUBLIC OR PRIVATE UNIVERSITY OR COLLEGE. IF FLAG(S) IS FLOWN, THE FLAG OF THE UNITED STATES OF AMERICA SHALL BE INCLUDED, AND IT WILL BE DISPLAYED IN THE HIGHEST POSITION ON THE POLE.

34. ROOF MOUNTED EQUIPMENT. ROOF MOUNTED EQUIPMENT SHALL NOT BE IN VEW OF THE STREETSCAPE OR ADJOINING HOMES. AN EXCEPTION TO THIS REQUIREMENT IS KOLAR PANELS WHICH REQUIRE APPROVAL OF THE WLAC.

35. ANIMALS. NO LIVESTOCK, POULTRY, OR ANY OTHER FARM OR EXOTIC ANIMALS OR REPTILES SHALL BE RAISED, BRED, OR KEPT AT, IN, OR AROUND ANY RESIDENCE, OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. WHEN OFF THE PREMISES OF THEPETS OWNER, THE PET SHALL BE UNDER ACTIVE CONTROL OF THE OWNER. DOGS AND/OR CATS ARE LIMITED TO 3 PER HOUSEHOLD.

37. WINDOWS. IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE, THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

38. NOISE. EXCESSIV NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENT'S PROPERTY OR HOME IS NOT PERMITTED. THIS PROVISON INCLUDES BARKING DOGS. THE WLHOA MAY ESTABLISH BY BY-LAW, A FAIR AND EQUITABLE PROCEDURE WHICH MAY INCLUDE LIENABLE FINES, TO PROVIDE A MEANS FOR ENFORCEMENT OF THIS PROVISION.

39. GARBAGE. GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM STREET VIEW, EXCEPT WITHIN 24 HOURS OF SCHEDULED COLLECTION.

40. LAW COMPLIANCE. EACH OWNER SHALL COMPLY WITH APPLICABLE FEDERAL, STATE, OR COUNTY LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS, AND BUILDING CODES REGARDING THE CONSTRUCTION, USE, AND OCCUPANCY OF OWNER'S PROPERTY, AND THE CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING LAND USE, AND HEALTH AND SAFETY ISSUES.

41. LEASING. IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF THE WLHOA, AND THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO TENANT. THE OWNER SHALL ENSURE THAT THE TENANT COMPLIES WITH THESE COVENANTS AND REQUIREMENTS HEREIN, AND SHALL PROVIDE THE INDEMNIFIED OWNER/DEVELOPER AND THE THEN PRESIDENT OF THE WLHOA WITH THE NAME AND PHONE NUMBER OF THE TENANT AND THE ADDRESS AND PHONE NUMBER WHERE THE LOT OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNER'S ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT, OR ANY ACTION OR INACTION ON THE PART OF THE TENANT. SHORT TERM RENTALS SUCH AS AIRBNB AND VRBO MAY BE PERMITTED BY AMENDMENT TO THE BY-LAWS SUBJECT TO A 65% FAVORABLE VOTE OF THE WLHOA MEMBERSHIP.

42. SIDEWALK AND SIDEWALK EASEMENT. WITHIN WHISPER LANE THE OWNER/DEVELOPER HAS ESTABLISHED A SIDEWALK EASEMENT ON LOTS 3 THROUGH 15 FOR THE PURPOSE OF PROVIDING PEDESTRIAN A RIGHT OF WAY FOR COMMON ACCESS THROUGHOUT THE NEIGHBORHOOD AND CONNECTING HOMEOWNERS TO THE COMMON AREAS. THE OWNER/BUILDER OF LOTS 3 THROUGH 15 SHALL BE RESPONSIBLE FOR CONSTRUCTING A 4' WIDE CONCRETE SIDEWALK ACCORDING TO THE SPECIFIC PLAN ACPTED BY THE WLHOA PRIOR TO THE INITIAL OCCUPANCY OF A HOME BUILT ON A SPECIFIED LOT, AND ACCEPTS RESPONSIBILITY FOR MAINTAINING THE SIDEWALK IN 3OOD CONDITION FOR THE BENEFIT OF ALL WHISPER LANE HOME OWNERS.

43. CREEK COUNTY RURAL WATER DISTRICT #2. EACH LOT OWNER SHALL MAINTAIN AN ANNUAL MEMBERSHIP IN THE WATER DISTRICT PROVIDING WATER TO SERVICE WHISPER LANE, IFAPPLICABLE.

44. RECREATIONAL VEHICLES. THREE WHEELERS, FOUR WHEELERS, DUNE BUGGIES, AND OTHER SIMILAR RECREATIONAL VEHICLES SHALL NOT BE IPERATED ON WHISPER LANES PRIVATE STREETS OR IN COMMON AREAS, OR ON PRIVATE PROPERTY TO AN EXTENT THAT DIMINISHES THE APPEARANCE OF A LOTBY CREATING TRACKS OR WORN AREAS. GOLF CARTS MAY BE APPROVED FOR CONVENIENCE AND TRAVEL WITHIN WHISPER LANE BY THE WLHOA.

45. ADDITIONAL COVENANTS. IT IS ANTICIPATED THAT ADDITIONAL COVENANTS MAY BECOME NECESSARY TO PROTECT PROPERTY VALUES. THE OWNER/DEVELOPER RETAINS THE RIGHT TO ADOPT ADDITIONAL COVENANTS FOR THE BENEFIT OF WHISPER LANE LOTHOMEOWNERS. THIS RIGHT MAY BE CONVEYED TO THE WLHOA, AND IF CONVEYED A SIXTY (60%) PER CENT APPROVAL OF THE MEMBERSHIP IS REQUIRED. SUCH COVENANTS SHALL BE FILED OF RECORD AT THE COUNTY COURT HOUSE, AND UPON FILING, BECOME A FULLY ENFORCEABLE PART OF THESE COVENANTS.

46. THESE RESTRICTIVE COVENAN'S TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WHERE 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, COVENANT, OR CONDITION, 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.

47. THE OWNER AND DEVELOPER HEREBY RETAINS THE RIGHT AT ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIME, SO LONG AS IT IS OWNER OF ONE OR MORE LOTS, TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED BY INSTRUMENT AND DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER, AND FILED IN THE COUNTY CLERK'S OFFICE IN TULSA COUNTY, OKLAHOMA. THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE WLHOA (SEE SECTION 11.46 – ABOVE).

## SECTION V. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION 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 HEREAFTERPROVIDED. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF TYE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR TULSA COUNTY, OKLAHOMA, 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 HIMHER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH TH COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

B. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE 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 RENDERTHE 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, OR THE WLHOA TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITIONS AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE L WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NORA MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

C. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORDS OR TERMS SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED DEFINED AS WITHIN GENERALLY ACCEPTED USE AND DEFINITION OF TERMS. A TULSA COUNTY COMMISSIONER MAY BE RELIED UPON TO ASSIST THE WLHOA IN CLEARING UP ANY SUCH MISUNDERSTANDING OR AMBIGUITY.

IN WITNESS WHEREOF, LINDSAY DEVELOPMEGT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 24 DAY OF MAY 2023.

LINDSAY DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
LINDSAY PERKINS, MANAGER/MEMBER

STATE OF OKLAHOMA )
) SS
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 24 DAY OF May 2023, PERSONALLY APPEARED LINDSAY PERKINS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER/MEMBER OF LINDSAY DEVELOPMEGT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

_____
ASHLEY MCGARITY

MY COMMISSION EXPIRES: 8/13/2026
MY COMMISSION NUMBER: 18005069

Notary Public Oklahoma
OFFICIAL SEAL
ASHLEY MCGARITY
COMMISSION # 18005069
My Commission Expires 08/13/2026

## CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #6649, 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 "WHISPER LANE", A SUBDIVISION IN TULSA COUNTY, STATE OFOKLAHOMA, 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.

_____
ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA )
) SS
COUNTY OF TULSA )

ANDY FRITZ 1694 LICENSED PROFESSIONAL LAND SURVEYOR

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 12 DAY OF May 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HISFREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

_____
JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14003589

Notary Public Oklahoma
OFFICIAL SEAL
JENNIFER FRITZ
COMMISSION # 14003589
My Commission Expires 6/23/2026

## CERTIFICATE OF THE OKLAHCMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE TULSA OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE ISE OF PUBLIC WATER SYSTEMS AND INDIVIDUAL ON-SITE SEWER SYSTEMS ON THIS _____ DAY OF _____, STATE OF, 2023

_____
MICHAEL CHAD FELLER
SR. ENVIRONMENTAL PROGRAM SPECIALIST V
DEPARTMENT OF ENVIRONMENTAL QUALITY

APPROVED
MAY 23 2023
DEPARTMENT OF ENVIRONMENTAL QUALITY