

**RESTATED OWNER’S CERTIFICATE OF DEDICATION AND BILL OF
ASSURANCE EASEMENT GRANT**

ALSO KNOWN AS FOREST CREEK DECLARATION AND COVENANTS

(Dates will be added below if approved by homeowners)

This Restated Owner’s Certificate and Bill of Assurance Easement Grant (also known as Forest Creek Declaration and Covenants) is made this ___ day of _____, 2018 by Forest Creek Homeowners Association, an Oklahoma non-profit corporation (hereinafter “Association”).

WITNESSETH:

WHEREAS, on _____ the Owner’s Certificate of Dedication and Bill of Assurance Easement Grant for the Addition known as “FOREST CREEK” was filed in the Office of the County Clerk of Tulsa County, Oklahoma, in Book _____, beginning at page _____ (hereinafter referred to as the “Dedication”), and any amendments filed thereafter, which pertains to the following described real property situated in the City of Tulsa, Tulsa County, State of Oklahoma, to wit:

All that part of the NW/4, Section 16, Township 18 North, Range 13 East of the Indian Base and Meridian, Tulsa County, Oklahoma, hereby certify that they have caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which they hereby adopt as the plat of the above described land under the name of “FOREST CREEK”, an Addition in Tulsa County, City of Tulsa, State of Oklahoma.

The Owners identified in the Dedication dated the ___ day of _____, dedicated for public use all the streets as shown on said plat and guaranteed clear title to all of the land that is so dedicated, and relinquished any and all rights of vehicular ingress and egress from any property or properties within the bounds designated as limits of “No Access” as shown on the recorded plat, which may be modified, amended or revised with the approval of the Tulsa City Engineer.

WHEREAS, a majority of the current owners of the lots have consented and agreed in writing to change these covenants, and therefore, pursuant to the terms of the Dedication, are empowered to change said covenants in whole or in part; and

NOW, THEREFORE, for purposes of restating the Dedication, the Association does hereby publish the following restatement to said Dedication, restating the Dedication in whole as follows:

**ARTICLE I
EASEMENTS AND UTILITIES**

- 1.1 Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of a higher elevation and from public streets and easements, and the city of Tulsa shall not be liable for any damages caused by reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.
- 1.2 The Owners identified in the Dedication dated the ___ day of _____, dedicated to the public for use forever easements and rights-of-way as shown and designated on the recorded plat the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, cable television, 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 the rights of ingress and egress to said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in any and all of the streets and alleys show on said plat.
- 1.3 Overhead pole lines for the supply of electric service may be located along the southerly boundary of said Addition. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition. All such supply lines shall be located underground, in the easement-ways for general utility services and streets, shown on the aforesaid plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- 1.4 Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house the supplier of electric service 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 cable, extending from the service pedestal or transformer to the service entrance on said house.
- 1.5 The supplier of electric service, through its 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 the Deed of Dedication, for the purposes of installing, maintaining, removing or replacing any portion of said underground electrical facilities so installed by it.

- 1.6 The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation required by violation of this covenant shall be enforceable by the supplier of the electric service and the Owner of each lot agrees to be bound hereby.
- 1.7 The Owners identified in the Dedication dated the ___ day of _____, reserved the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for said construction, maintenance, operating, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purposes of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

**ARTICLE II
DEVELOPMENT AND CONSTRUCTION STANDARDS**

- 2.1 All lots in the Addition shall be known and described as residential lots, and no structure that exceeds two stories in height shall be erected, altered, placed or permitted to remain on any residential building plot. All residences must have a private garage for not less than two cars, and such garage shall be attached to the residence. All structures shall be constructed of a minimum of 35% brick, stone or stucco. No structure, including car ports, shall be erected, altered, placed, or permitted to remain on any residential building plot other than a detached single-family dwelling. Provided that Lot 1, Block 6 and Lot 13, Block 8 are owned by Forest Creek Recreation and are thus not part of the Association and not subject to this restriction. Any antennas must adhere to Tulsa City Zoning Code restrictions.
- 2.2 No building or parts thereof, except open porches and terraces shall be constructed and maintained on said sites nearer to the front or side street lot lines than the building lines established on the recorded plat of said Addition. No building shall be erected or maintained nearer to the front or side street lines than the building set back lines shown on the plat nor nearer than six feet to any interior lot line. Outbuildings, tool sheds, etc. may be detached from the house and must be in compliance with Tulsa City Code.
- 2.3 Composition shingles are permitted on any structure erected on any lot. However, certain now existing and future types of synthetic or natural roofing materials may be used upon the written approval of the Board.
- 2.4 No residential structure shall be erected or placed on any building plot which residence has an area of less than sixteen hundred (1600) square feet, exclusive of garage and porches. All story and one-half or two-story houses must have not less than twelve hundred (1200) square feet in the ground floor.

- 2.5 Any proposed new structure on a Lot must be submitted to the Board for written approval prior to any such building or placement on a Lot. Outbuildings, tool sheds, etc. that are no larger than 120 square feet and/or 12 feet in height do not need approval. Outbuildings, tool sheds, etc. that are larger than 120 square feet and/or 12 feet in height must be approved by the Board. Such submission must include documentation verifying compliance with all applicable Tulsa City Codes. Approval may be sought via mail sent to the Association's Post Office Box, or contact sent through the Association's website.

**ARTICLE III
RESTRICTIVE COVENANTS**

- 3.1 No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
- 3.2 No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently.
- 3.3 No pre-existing or off-site built residence may be moved onto any lot.
- 3.4 No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the 30-foot building line or nearer to the side street lot than the side street building line, shown on the recorded plat.
- 3.5 The owner of each lot shall maintain the drains, either natural or artificial, over and across his lot.
- 3.6 In accordance with the Tulsa City Code of Ordinances, no person shall deposit, store, keep or permit to be deposited, stored or kept in the open upon public or private property a dismantled, unserviceable, inoperable, junked or abandoned vehicle or any vehicle legally or physically incapable of being operated, for a period exceeding forty-eight (48) hours, unless such vehicle or the parts thereof is completely enclosed within a building or stored in connection with a business lawfully established pursuant to the zoning ordinances of the City of Tulsa, or is stored on property lawfully designated under the zoning ordinances of the City of Tulsa as a place where such vehicles may be stored. Dismantled, junked, abandoned or inoperable vehicles shall be deemed to include the major parts thereof, including bodies, engine, transmissions, frames and rear ends.
- 3.7 In accordance with the Tulsa City Code of Ordinances, no owner shall keep, maintain, or permit or suffer to be maintained any cows, goats, sheep, hogs, horses, poultry, rabbits or any miniature or dwarf variety of agricultural animal upon any property or premises within the corporate limits of the City of Tulsa, except under the supervision of the City of Tulsa's Animal Welfare or as otherwise provided by law.

- 3.8 Each Owner shall strictly comply with the Bylaws and any administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time and with all the provisions, covenants, conditions and restrictions set forth in this Dedication and any lawful amendment hereto, or in the conveyance by which such Owner acquires title to his Lot. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, and for such other relief or remedy as may be available at law or in equity or provided by any other provision of this Dedication or Bylaws.
- 3.9 Each Owner who allows another person or persons other than himself to occupy his Lot is responsible for informing such other person or persons of all rules, regulations and restrictive covenants and ensuring compliance with the same.

ARTICLE IV HOMEOWNERS ASSOCIATION

- 4.1 A property owners' association, known as "FOREST CREEK HOMEOWNERS ASSOCIATION", an Oklahoma not-for-profit corporation, was established pursuant to 60 O.S. § 851, et seq. The Association is governed by the Board of Directors. The Association has the power to adopt and amend Bylaws pursuant to the Oklahoma General Corporation Act, own and preserve common areas; to enforce restrictive covenants pertaining to the subdivisions known as Forest Creek, Forest Creek II, and Forest Creek III; to operate exclusively for the benefit of all residents of the communities identified above; and all other powers identified by statute Bylaws, or the Certificate of Incorporation.
- 4.2 All lawful acts of the Association, made under and pursuant to its Certificate of Incorporation, Dedication, and Bylaws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in the Association shall consist of all owners of lots in the Addition and any such additional property which may be owned by the Association.
- 4.3 The Association is not responsible for the interior or exterior maintenance of any Lot. All Owners are expected to keep the exterior of their Lot in a neat, attractive, healthful and sanitary condition at all times.
- 4.4 The Association provides and/or contracts for the following services for the benefit of the Association, subject to the discretion of the Board and the availability of funds:
- a. Mowing of Right-of ways on East 81st Street for property owned by Forest Creek residents (S. Louisville to Pittsburg) and on South Harvard for property owned by Forest Creek residents from E. 83rd to 84th.
 - b. Maintains the four entrances with landscaping at 81st and S. Pittsburg; 81st and S. Louisville; 83rd and S. Harvard; 84th and S. Harvard.
 - c. Maintains the lights and sprinklers at the four entrances identified in 4.4(b).
 - d. Pays for electric and water services at the four entrances identified in 4.4(b).

- e. Communications will be provided to homeowners through various channels, including social media, electronic mail, signage, and printed material.
 - f. Provides a website to keep owners informed of local events.
 - g. Coordinates an annual meeting and other neighborhood events such as social events.
 - h. Keeps books and files taxes for the Association.
 - i. Interfaces with the city and District 8 councilperson regarding issues surrounding the neighborhood.
- 4.5 The business and affairs of the Association shall be managed by a Board of Directors. The number of Directors, their qualifications, terms of office, election, removal, change in number, filling of vacancies, powers, duties and liabilities shall, except as may otherwise be provided for in the Articles of Incorporation or by the laws of the State of Oklahoma, be prescribed by the Bylaws.

ARTICLE V

MEETINGS OF VOTING MEMBERS

- 5.1. Annual Meeting. An annual meeting of the voting members shall be held in April of each year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If for any reason the election of Directors shall not be held at the annual meeting, or at any adjournment thereof, or if for any reason the annual meeting be not held, the Directors shall cause a special meeting of the voting members to be held for that purpose as soon thereafter as may be convenient.
- 5.2 Special Meetings. Special meetings of the members for any purpose or purposes whatsoever, may be called by the President of the Association, and shall be called by the President at the request of members holding not less than one-fourth (1/4th) of the voting power of all the outstanding memberships of the Association entitled to vote at the meeting.
- 5.3 Place of Meeting. Any annual, regular or special meeting of the members of the Association may be held at any place within Tulsa County, State of Oklahoma, if such place be designated in a written notice of the meeting sent to all members or in a waiver of notice signed by all members entitled to vote at a meeting.
- 5.4 Notice of Meeting. Written or printed notice (including electronic notice) stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary or the officer or persons calling the meeting, to each voting member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail addressed to the voting member at his address as it appears on the membership roll of the Association, with postage prepaid. If any annual or special meeting of the voting members be adjourned to another time or place, no notice as to

such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken; provided, however, that in the event such meeting be adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of the place, day, hour and purpose of any annual or special meeting of the voting members of the Association may be waived in writing by any voting member or by his attendance at such meeting. Such waiver may be given before or after the meeting and shall be filed with the Secretary or entered upon the records of the meeting.

- 5.5 Voting Lists. Members are responsible for notifying the Board in writing of any change in membership (change of ownership of property) at least forty-eight hours before any meeting. By appearing in person or by proxy at any such meeting, a Member certifies that he, she, or entity as appropriate, is the bona fide owner of said property and thus entitled to appear and vote at any such meeting
- 5.6 Quorum. Ten percent (10%) of the outstanding membership of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. The members present at a duly organized meeting may continue to transact business unless or until adjournment.
- 5.7 In Person or By Proxy. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing by such member and filed with the Secretary of the Association at, or before, the meeting, but in no case shall a proxy be appointed for a period in excess of one (1) year.
- 5.8 Voting. When a quorum is present or represented at any meeting, the vote of the majority of the members present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the Dedication, the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Voting at any annual, regular or special membership meeting need not be by ballot unless demand therefore is made by a member or his proxy. Each owner entitled to vote at any annual, regular or special meeting shall have one (1) vote per Lot, in person or by proxy. Multiple owners of a single Lot shall not be entitled to more than one (1) vote per Lot, regardless of the number of owners of such Lot.

**ARTICLE VI
ORGANIZATIONAL MATTERS**

- 6.1 Membership. Membership shall be limited to bona fide record owners of Forest Creek, Forest Creek II, and Forest Creek III additions to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.
- 6.2 Dues. Association dues are used for the care and maintenance of the neighborhood. Association dues are voluntary. The amount shall be determined by the Board. Any changes to the voluntary dues designation are subject to requirements of applicable law.

**ARTICLE VII
MISCELLANEOUS**

- 7.1 No Waiver. The failure of the Association, or any successor in title, to enforce any given restriction, covenant, or condition, at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of any restrictions, covenants, or conditions.
- 7.2 Severability. 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.
- 7.3 Binding Effect. This Dedication shall run with the land and shall be binding upon all parties and all persons claiming under them; provided that the Dedication may be amended as provided in section 5.4 below.
- 7.4 Amendment. This Dedication may be amended by the affirmative vote, orally or in writing, of a majority of Members either in person or by proxy. Each Lot is entitled to one vote, regardless of the numbers of persons residing on such Lot. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding lines on any Lot and such mortgagees and other lienholders shall not be required to joint in any amendment to this Dedication.
- 7.5 Wherever used herein, unless the context shall provide otherwise, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Association has duly executed this Restatement to the OWNER'S CERTIFICATE OF DEDICATION AND BILL OF ASSURANCE EASEMENT GRANT.

FOREST CREEK HOMEOWNERS ASSOCIATION, Inc.
an Oklahoma non-profit corporation

By: _____
Holly Yeagle, Board President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on the ____ day of _____, 2018, by Holly Yeagle, as Board President of Forest Creek Homeowners Association, an Oklahoma non-profit corporation.

Notary Public

My Commission Expires: