

**KNOW ALL MEN BY THESE PRESENTS:**

THAT SOUTHERN OAKS ESTATES II, INC., HEREINAFTER SOMETIMES CALLED "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SW/4 OF SECTION-24, T-18-N, R-13-E, IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4 OF SECTION-24; THENCE N 89°37'01" E ALONG THE SOUTHERLY LINE OF THE SW/4 OF SECTION-24 A DISTANCE OF 1429.63' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND; THENCE N 0°22'59" W A DISTANCE OF 1150.00'; THENCE N 33°52'14" W A DISTANCE OF 568.68'; THENCE DUE NORTH A DISTANCE OF 213.85'; THENCE DUE EAST A DISTANCE OF 1535.00' TO A POINT ON THE EASTERLY LINE OF THE SW/4 OF SECTION-24; THENCE S 0°01'40" E ALONG SAID EASTERLY LINE A DISTANCE OF 1387.90'; THENCE S 89°37'01" W A DISTANCE OF 297.00'; THENCE S 0°01'40" E A DISTANCE OF 440.00' TO A POINT OF THE SOUTHERLY LINE OF THE SW/4 OF SECTION-24; THENCE S 89°37'01" W A DISTANCE OF 914.29' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND AND CONTAINING 51.41 ACRES MORE OR LESS.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND RESERVE AREAS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "RIDGE POINTE", A SUBDIVISION OF PART OF THE SW/4 OF SECTION-24, T-18-N, R-13-E, TULSA COUNTY, OKLAHOMA, AND

NOW, THEREFORE, THE OWNER/DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF "RIDGE POINTE" AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "RIDGE POINTE" AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF TULSA, OKLAHOMA.

**SECTION 1. STREETS AND UTILITY EASEMENTS**

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS AND UTILITY EASEMENTS AS SHOWN AND DESIGNED ON THE ACCOMPANYING PLAT, FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND THE RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THAT THE UNDERSIGNED OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE EASEMENT AREAS SHOWN ON THE PLAT, BOTH FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO INSTALL OR REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

**1.1 ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE**

1.1.1 OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE SOUTH, EAST AND WEST BOUNDARY LINES OF SAID ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

1.1.2 UNDERGROUND SERVICE CABLES TO ALL BUILDINGS WHICH MAY BE LOCATED IN SAID SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH BUILDING AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT, UPON INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIERS OF SAID SERVICES 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 SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING.

1.1.3 THE SUPPLIERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID FACILITIES SO INSTALLED BY THEM.

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

1.1.5 THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIERS OF SAID SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**1.2 WATER AND SANITARY SEWER SERVICE**

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

1.2.2 THE CITY OF TULSA OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.3 THE CITY OF TULSA OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

1.2.4 THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF TULSA OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**1.3 GAS SERVICE**

1.3.1 THE SUPPLIERS OF GAS SERVICE THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.

1.3.2 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR HIS AGENT OR CONTRACTORS.

1.3.3 THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIERS OR SAID SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**1.4 STORM SEWER**

1.4.1 THE CITY OF TULSA, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL STORM SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

1.4.2 NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORM SEWER EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

1.4.3 THE CITY OF TULSA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR HIS AGENTS OR CONTRACTORS.

1.4.4 THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### 1.5 LIMITS OF NO ACCESS

1.5.1 THE OWNER OF EACH LOT HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF TULSA OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

1.5.2 THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### 1.6 DRAINAGE EASEMENT (D/E)

1.6.1 THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE PUBLIC AS A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. SAID DRAINAGEWAY EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT ON WHICH LOCATED IN ACCORDANCE TO THE FOLLOWING STANDARDS:

A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF NOT MORE THAN FOUR WEEKS.

B. AREA WITHIN EASEMENT SHALL BE KEPT FREE OF DEBRIS.

C. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF TULSA, AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DRAINAGE EASEMENT WITHOUT THE APPROVAL OF SAID CITY OF TULSA.

1.6.2 IN THE EVENT THE OWNER OF THE LOT SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID EASEMENT AND FACILITIES, THE CITY OF TULSA OR ITS DESIGNATED CONTRACTOR, MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT SAID LOT OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID MAINTENANCE, THE COST SHALL BE LIEN AGAINST THE LOT WHICH LIEN MAY BE FORECLOSED BY THE CITY OF TULSA. SAID EASEMENT OR ANY PART THEREOF MAY BE TERMINATED, RELEASED, AND CANCELLED UPON RESOLUTION BEING ADOPTED BY THE TULSA CITY COUNCIL, THEIR SUCCESSORS OR ASSIGNS, PROVIDING SUCH.

### SECTION II. RESERVE AREAS

#### 2.1 RESERVE "A"

2.1.1 RESERVE "A" CONTAINS AREAS WHICH HAVE BEEN DEFINED BY THE CORPS OF ENGINEERS AS "WETLANDS" AND "WATERS OF THE UNITED STATES OF AMERICA". THE WATERS OF THE U.S. LIE WITHIN THE PORTION OF RESERVE "A" DESIGNATED ON THE ACCOMPANYING PLAT AS OPEN SPACE/DRAINAGE EASEMENT.

2.1.2 THE RIDGE POINTE HOMEOWNER'S ASSOCIATION SHALL BE ESTABLISHED AS SPECIFIED IN SECTION IV. IT SHALL BE THEIR RESPONSIBILITY TO ASSURE THE PROPER MAINTENANCE OF RESERVE "A", WETLANDS AND OPEN SPACE/DRAINAGE EASEMENT. RAMPS SHALL BE PROVIDED FOR THE MAINTENANCE OF RESERVE "A" BUT AT NO TIME SHALL A TRACKED VEHICLE BE ALLOWED IN THE "WETLANDS" AREA. NOR SHALL ANY VEHICLE BE ALLOWED IN THE WETLANDS AREA WHICH WOULD DESTROY THE NATURAL TERRAIN OR VEGETATION. FALLEN DEAD TREES AND LARGE LIMBS SHALL BE PERIODICALLY REMOVED FROM THE WETLANDS/DETENTION AREA.

2.1.3 THE OWNER DOES HEREBY DEDICATE TO THE CITY OF TULSA FOR PUBLIC USE THE FEE SIMPLE TITLE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AT RESERVE "A" WETLAND/DETENTION AREA. THE USE OF RESERVE "A" SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND COVENANTS. THE WETLANDS/DETENTION AREA OF RESERVE "A" SHALL BE USED FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORMWATER RUN-OFF FROM LOTS WITHIN THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2.1.4 THE AREA DESIGNATED ON THE ACCOMPANYING PLAT IN RESERVE "A" AS OPEN SPACE/DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE PUBLIC AS A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. SAID DRAINAGEWAY EASEMENT SHALL BE MAINTAINED BY THE RIDGE POINTE HOMEOWNERS ASSOCIATION, IN ACCORDANCE TO THE FOLLOWING STANDARDS:

A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF NOT MORE THAN FOUR WEEKS.

B. AREA WITHIN EASEMENT SHALL BE KEPT FREE OF DEBRIS.

C. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF TULSA, AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DRAINAGE EASEMENT WITHOUT THE APPROVAL OF SAID CITY OF TULSA.

2.1.5 IN THE EVENT THE HOME OWNERS ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID RESERVE "A", THE CITY OF TULSA OR ITS DESIGNATED CONTRACTOR, MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY THE OWNER OF RESERVE "A". IN THE EVENT SAID RESERVE "A" OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID MAINTENANCE, THE COST SHALL BE A LIEN AGAINST ALL LOTS WITHIN THE SUBDIVISION WHICH LIEN MAY BE FORECLOSED BY THE CITY OF TULSA. SAID EASEMENT OR ANY PART THEREOF MAY BE TERMINATED, RELEASED, AND CANCELLED UPON RESOLUTION BEING ADOPTED BY THE TULSA CITY COUNCIL, THEIR SUCCESSORS OR ASSIGNS, PROVIDING SUCH.

### SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "RIDGE POINTE" WAS SUBMITTED AS AMENDED CORRIDOR DISTRICT SITE PLAN NO. Z5842-SP-5 AND AS AMENDED PLANNED UNIT DEVELOPMENT (DESIGNATED AT PUD NO. 411-C AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES TULSA ZONING CODE) AS THE SAME EXISTED ON OCTOBER 27, 1993, AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON OCTOBER 27, 1993, AND BY THE CITY COUNCIL OF THE CITY OF TULSA ON DECEMBER 2, 1993; BY ORDINANCE #18102, DATED DECEMBER 20, 1993.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORDS SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ASSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF TULSA, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH 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.

#### 3.1 USE OF LAND

3.1.1 THE DEVELOPMENT OF "RIDGE POINTE" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE, SECTIONS 1100-1107, TITLE 42, TULSA REVISED ORDINANCES.

3.1.2 ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES.

3.1.3 THE NUMBER OF DWELLINGS WITHIN THE SUBDIVISION SHALL NOT EXCEED 155.

3.1.4 RESERVE "A". RESERVE "A" SHALL BE USED FOR DETENTION AND TO PRESERVE WETLAND AREAS AND THE EXISTING POND.

3.2 FRONTING AND ACCESS LIMITATION. EACH DWELLING SHALL FRONT AN INTERIOR STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES, IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

#### 3.3 YARDS AND SETBACKS

3.3.1 STREET SETBACK. NO BUILDING SHALL BE ERRECTED OR MAINTAINED NEARER TO A STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

3.3.2 SIDE YARD. THE MINIMUM SIDE YARD SHALL BE 5 FEET IN WIDTH, EXCEPT, SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, PROVIDED HOWEVER, ON CORNER LOTS ANY GARAGE OPENING SHALL BE SET BACK NOT LESS THAN 20 FEET FROM THE STREET RIGHT-OF-WAY LINE WHICH ABUTS A SIDE YARD.

3.3.3 REAR YARD. THE MINIMUM REAR YARD SHALL BE 20 FEET, PROVIDED HOWEVER, FOR LOTS ABUTTING E. 101ST STREET S., THE MINIMUM REAR YARD SHALL BE 35 FEET. ACCESSORY STRUCTURES SHALL NOT BE ERRECTED NEARER THAN 5 FEET TO ANY INTERIOR LOT LINE.

- 3.3.4 EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT.
- 3.4 LIVABILITY SPACE. WITHIN EACH LOT, THERE SHALL BE PROVIDED NOT LESS THAN 4,000 SQUARE FEET OF OPEN SPACE (LIVABILITY SPACE) NOT ALLOCATED TO OR USED FOR OFF-STREET PARKING OR LOADING AREAS, OR FOR VEHICULAR ACCESS TO OFF-STREET PARKING OR LOADING AREAS.
- 3.5 MAXIMUM STRUCTURE HEIGHT. NO STRUCTURE SHALL EXCEED THIRTY-FIVE (35) FEET IN HEIGHT.
- 3.6 MAINTENANCE OF COMMON AREAS. RESERVE A AND SUBDIVISION ENTRYWAY IMPROVEMENTS AND PERIMETER LANDSCAPING AND FENCES LOCATED WITHIN THE FENCING EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE MAINTAINED BY THE RIDGE POINTE HOMEOWNERS ASSOCIATION.
- 3.7 SITE PLAN APPROVAL. NO BUILDING SHALL BE OCCUPIED UNTIL A DETAILED PERIMETER AND ENTRY LANDSCAPE PLAN AND SUBDIVISION IDENTIFICATION SIGN PLAN HAS BEEN APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, AND LANDSCAPING INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN.

#### SECTION IV. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH 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.

- 4.1 HOMEOWNERS ASSOCIATION. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS UNTIL THE ESTABLISHMENT OF THE RIDGE POINTE HOMEOWNERS ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY FOR EACH LOT OWNER IN THE SUBDIVISION. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.
- 4.2 ARCHITECTURAL COMMITTEE - PLAN REVIEW. NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OR AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND IT'S APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
- THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JANUARY, 1996, BE DEEMED TRANSFERRED TO THE HOMEOWNERS ASSOCIATION PROVIDED FOR IN PARAGRAPH 4.1 ABOVE, OR UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION.
- 4.3 FLOOR AREA. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF LIVING AREA. ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY HOMES SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,400 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.
- 4.4 GARAGES. AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS SHALL BE A CLEAR GLASS ONLY AND SHALL NOT BE SECTIONALIZED BY CROSS-HATCHING WITH ALUMINUM, WOOD, OR OTHER MATERIALS.
- 4.5 FOUNDATIONS. ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO CONCRETE BLOCK, JOINED CONCRETE OR ANY OTHER FOUNDATION SHALL BE EXPOSED. NO STEM WALLS SHALL BE EXPOSED.
- 4.6 MASONRY. A MINIMUM OF THIRTY-THREE AND ONE THIRD PERCENT (33-1/3%) COVERAGE OF THE EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THIS RESTRICTION.
- 4.7 WINDOWS. ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.
- 4.8 ROOF FLASHING. EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED.
- 4.9 ROOF PITCH. NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTIONS TO PERMIT A BUILDING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.
- 4.10 ROOFING MATERIALS. ROOFS SHALL BE COMPOSITION SHINGLE ROOF - HERITAGE II OR EQUAL PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF HIS RESTRICTION, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK.
- 4.11 ON-SITE CONSTRUCTION. NO EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO OR PLACED ON ANY LOT.
- 4.12 FENCING. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE OF WOOD, BRICK, STUCCO OR NATURAL STONE. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING ARE PROHIBITED.
- 4.13 PERIMETER FENCING. THE RIDGE POINTE HOMEOWNERS' ASSOCIATION IS HEREIN GRANTED A PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS, AND LANDSCAPING ALONG THE SOUTH BOUNDARY OF THE SUBDIVISION ADJACENT TO E. 101ST STREET S. IN THE FENCE EASEMENT SHOWN ON THE ACCOMPANYING PLAT.
- 4.14 ANTENNAS. EXTERIOR TELEVISION, "CB" RADIO, OR OTHER TYPE ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICE SHALL PERMITTED IF LOCATED WITHIN THE BACKYARD AND SUFFICIENT FENCING TO SHIELD ITS VIEW FROM ADJACENT LOTS SHALL BE INSTALLED AND MAINTAINED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.
- 4.15 LOT MAINTENANCE. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
- 4.16 RECREATIONAL VEHICLES. BOATS, TRAILERS, CAMPERS, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW OF THE STREET OR ADJACENT LOT OWNERS.
- 4.17 CLOTHESLINES. EXPOSED CLOTHES LINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED AND NO EXPOSED GARBAGE CAN, TRASH CAN, OR ANY TRASH BURNING APPARATUS OR STRUCTURE BE PLACED ON ANY LOT. THE FOREGOING RESTRICTION SHALL NOT PROHIBIT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH STORING DEVICES.
- 4.18 MAILBOXES. AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN RIDGE POINTE FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO A SPECIFIC PLAN TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE, AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.
- 4.19 ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR ANY OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

