

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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID SW/4 OF SECTION-24; THENCE N 0°01'04" W ALONG THE EASTERLY LINE OF SAID SW/4 FOR 1827.90' TO A POINT WHICH IS THE NORTHEASTERLY CORNER OF LOT-5, BLOCK-5 'RIDGE POINTE', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE DUE WEST ALONG THE NORTHERLY LINE OF SAID 'RIDGE POINTE' FOR 1535.00' TO THE NORTHERLY CORNER THEREOF; THENCE DUE NORTH FOR 806.15' TO A POINT ON THE NORTHERLY LINE OF SAID SW/4 OF SECTION-24, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE MINGO VALLEY EXPRESSWAY; THENCE N 89°37'22" E ALONG SAID NORTHERLY AND SAID SOUTHERLY LINE FOR 1534.63' TO THE NORTHEASTERLY CORNER OF SAID SW/4, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF BLOCK-1 'CEDAR RIDGE PARK THIRD', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA; THENCE S 0°01'40" E ALONG SAID EASTERLY LINE AND THE WESTERLY LINE OF SAID 'CEDAR RIDGE PARK THIRD' FOR 816.25' TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

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 SAID SURVEY IS MADE A PART HEREOF; AND HAS DESIGNATED THE SUBDIVISION AS 'RIDGE POINTE II', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND

NOW, THEREFORE, THE OWNER/DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF 'RIDGE POINTE II' AND THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' OR 'UTILITY EASEMENT' AND AS 'D/E' OR 'DRAINAGE EASEMENT' FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY 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 THE 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 WATER LINES AND SEWER 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 SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY 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 UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE EAST PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT MAY BE USED FOR GENERAL UTILITY SERVICES. SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT, SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 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 OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED.
- THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIERS OF GAS SERVICE THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTWAYS 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 INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- 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 WOULD 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.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIERS OF SAID SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. DRAINAGE EASEMENTS

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS 'D/E' OR 'DRAINAGE EASEMENT' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES CONSTRUCTED IN DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.

- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.

- THE DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED THEREIN SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT AREA IS LOCATED AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN AN EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

F. STORMWATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE 'A' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN RIDGE POINTE II AND FROM PROPERTIES NOT INCLUDED WITHIN RIDGE POINTE II.
- RETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE 'A' SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- RETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, PROVIDED HOWEVER THE OWNER/DEVELOPER RESERVES AN EASEMENT FOR THE BENEFIT OF THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. WHICH SHALL BE APPURTENANT TO LOTS 1-8, BLOCK 4, RIDGE POINTE II, FOR THE LIMITED PURPOSES OF PERMITTING BUT NOT OBLIGATING THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. OR ITS SUCCESSORS IN TITLE TO LOTS 1-8, BLOCK 4, RIDGE POINTE II, TO ENTER RESERVE 'A' AND PERFORM ORDINARY GROUNDS MAINTENANCE INCLUDING BUT NOT LIMITED TO MOWING AND TRASH REMOVAL. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE RIDGE POINTE HOMEOWNERS ASSOCIATION IN ACCORDANCE TO THE FOLLOWING STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
- IN THE EVENT THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. IN THE EVENT THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST LOTS WITHIN RIDGE POINTE II. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

G. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, NO LOT 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. THE BOTTOM OF ALL FENCES SHALL BE CONSTRUCTED A MINIMUM OF 6-INCHES ABOVE GRADE. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH G SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RENQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO THE MINGO VALLEY EXPRESSWAY 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 TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE RESTRICTED WATER LINE, SEWER LINE OR UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, 'RIDGE POINTE II' WAS SUBMITTED AS AMENDED CORRIDOR DISTRICT SITE PLAN NO. Z5842-SF-05 AS AMENDED PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 411-C AS PROVIDED IN TULSA ZONING ORDINANCES, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, 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.

A. USE OF LAND

- THE DEVELOPMENT OF 'RIDGE POINTE II' SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE, SECTIONS 1100-1107, TITLE 42, TULSA REVISED ORDINANCES. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES.
- RESERVE 'A'. RESERVE 'A' SHALL BE USED FOR STORM WATER DETENTION, RETENTION, FLOW AND DISCHARGE.
- 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.
- YARDS AND SETBACKS
 - STREET SETBACK. NO BUILDING SHALL BE ERRECTED OR MAINTAINED NEARER TO A STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.
 - 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.
 - REAR YARD. THE MINIMUM REAR YARD SHALL BE 20 FEET, PROVIDED HOWEVER, FOR LOTS ABUTTING THE MINGO VALLEY EXPRESSWAY THE MINIMUM REAR YARD SHALL BE 35 FEET. ACCESSORY STRUCTURES SHALL NOT BE ERRECTED NEARER THAN 5 FEET TO ANY INTERIOR LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT.

5. 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.

6. MAXIMUM STRUCTURE HEIGHT. NO STRUCTURE SHALL EXCEED THIRTY-FIVE (35) FEET IN HEIGHT.

B. MINOR AMENDMENTS

THE FOREGOING RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS TO BULK AND AREA REQUIREMENTS THAT ARE SUBSEQUENTLY BE APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION PURSUANT TO ITS REVIEW OF A MINOR AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION H. OF SECTION 1107 OF THE CITY OF TULSA ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION WITH THE TULSA COUNTY CLERK.

C. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF TULSA ZONING CODE AS THE SAME EXISTED ON OCTOBER 27, 1993, OR AS SUBSEQUENTLY AMENDED.

SECTION III. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF RIDGE POINTE II, 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.

A. HOMEOWNERS ASSOCIATION. THE OWNER/DEVELOPER HAS CAUSED TO BE FORMED THE RIDGE POINTE HOMEOWNERS ASSOCIATION, INC. MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY FOR EACH LOT OWNER IN THE SUBDIVISION. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. ARCHITECTURAL COMMITTEE - PLAN REVIEW. NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERCTED, 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 OF 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 ERCTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HERUNDER, AND IT'S APPROVAL OF BUILDING PLANS DOES 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, 1999, BE DEEMED TRANSFERRED TO THE HOMEOWNERS ASSOCIATION PROVIDED FOR IN PARAGRAPH 4.A 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.

C. 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.

D. GARAGES. AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE CLOSED AND CARPORTS AND GARAGES WITH GLASS IN GARAGE DOORS SHALL BE A CLEAR GLASS ONLY AND SHALL NOT BE SECTIONIALIZED BY CROSS-HATCHING WITH ALUMINUM, WOOD, OR OTHER MATERIALS.

E. FOUNDATIONS. ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO CONCRETE BLOCK OR JOINED CONCRETE OR CONCRETE STEMMALLS SHALL BE EXPOSED.

F. 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.

G. WINDOWS. ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

H. ROOF FLASHING. EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED.

I. 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.

J. 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.

K. SIDING. ALUMINUM AND VINYL SIDING IS PROHIBITED.

L. ON-SITE CONSTRUCTION. NO EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO OR PLACED ON ANY LOT.

M. 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.

N. ANTENNAS. EXTERIOR TELEVISION, "CB" RADIO, OR OTHER TYPE ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICE SHALL BE PERMITTED IF LOCATED WITHIN THE BACKYARD AND FENCING IS INSTALLED AND MAINTAINED SUFFICIENT TO SHIELD ITS VIEW FROM THE ADJACENT LOT ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

O. 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.

P. 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.

Q. 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 PREVENT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH REMOVING DEVICES.

R. 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 CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.

S. 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.

T. NOXIOUS ACTIVITY. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR WORK SHALL BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

U. SIGNAGE. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

V. MATERIALS AND STORAGE. NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS, THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNERS OF THE RESIDENTIAL LOTS AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A RESIDENTIAL LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR ANY OWNER OF A RESIDENTIAL LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A RESIDENTIAL LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION III. PRIVATE USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY SOUTHERN OAKS ESTATES II, INC. DURING SUCH PERIOD THAT SOUTHERN OAKS ESTATES II, INC. IS THE OWNER OF AT LEAST 10% RESIDENTIAL LOTS WITHIN RIDGE POINTE II OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION III. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE RESIDENTIAL LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY SOUTHERN OAKS ESTATES II, INC. (DURING ITS OWNERSHIP OF AT LEAST 10% RESIDENTIAL LOTS), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE RESIDENTIAL LOTS, THE INSTRUMENT EXECUTED BY SOUTHERN OAKS ESTATES II, INC. SHALL PREVAIL DURING THE TIME OF SOUTHERN OAKS ESTATES II, INC.'S OWNERSHIP OF AT LEAST 10% RESIDENTIAL LOTS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: THE OWNER/DEVELOPER, HAS EXECUTED THIS INSTRUMENT THIS 27TH DAY OF FEBRUARY, 1997.

SOUTHERN OAKS ESTATES II, INC.

Richard L. Dodson
RICHARD L. DODSON, PRESIDENT

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 26TH DAY OF FEBRUARY, 1997, PERSONALLY APPEARED RICHARD L. DODSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT 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 SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

AUGUST 26, 1997
MY COMMISSION EXPIRES:

Lloyd W. Richardson
NOTARY PUBLIC

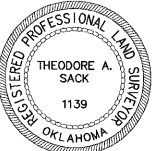


Certificate of Survey

I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, 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 "RIDGE POINTE II", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 27TH DAY OF FEBRUARY, 1997.

Theodore A. Sack
THEODORE A. SACK
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA #1139



STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 27TH DAY OF FEBRUARY, 1997, BY THEODORE A. SACK.

AUGUST 26, 1997
MY COMMISSION EXPIRES:

Lloyd W. Richardson
NOTARY PUBLIC

