

# BLOCKS 1 thru 7 TRADITION

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

Know all men by these presents:

That 81st and Memorial LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS A PART OF THE SE/4 OF SECTION 27, T-18-N, R-13-E, CITY OF TULSA, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT A POINT THAT IS THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE DUE WEST ALONG THE SOUTHERLY LINE OF SECTION 27 A DISTANCE OF 1754.97' TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING DUE WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 234.64' TO A POINT ON THE WESTERLY LINE OF THE E/2 OF THE SW/4 OF THE SE/4 OF SECTION 27; THENCE N 00°09'28" E ALONG SAID WESTERLY LINE AND THE EXISTING LINES OF "PRESTON WOODS" AND "SOUTHERN PARK ESTATES", SUBDIVISIONS IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, A DISTANCE OF 2641.76' TO A POINT ON THE SOUTHERLY LINE OF "FOREST PARK SOUTH III", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA; THENCE S 89°58'52" E ALONG SAID SOUTHERLY LINE AND ALONG THE MOST SOUTHERLY LINE OF "FOREST PARK SOUTH", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, FOR 662.87' TO A POINT ON THE WESTERLY LINE OF "FOREST PARK SOUTH", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA; THENCE S 00°08'46" W ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF "THE GATES AT FOREST PARK", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND AN EXTENSION OF SAID WESTERLY LINE A DISTANCE OF 1903.86'; THENCE DUE WEST A DISTANCE OF 377.65'; THENCE S 73°34'46" W A DISTANCE OF 98.00'; THENCE DUE SOUTH A DISTANCE OF 553.55' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°48'39" AND A RADIUS OF 25.00', FOR AN ARC LENGTH OF 12.57', WITH A CHORD BEARING OF S 14°24'19" E AND A CHORD DISTANCE OF 12.44' TO A POINT OF TANGENCY; THENCE S 28°48'39" E A DISTANCE OF 9.98' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°48'39" AND A RADIUS OF 25.00', FOR AN ARC LENGTH OF 12.57', WITH A CHORD BEARING OF S 28°48'39" E AND A CHORD DISTANCE OF 12.44' TO A POINT OF TANGENCY; THENCE DUE SOUTH A DISTANCE OF 43.58' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 30.00', FOR AN ARC LENGTH OF 47.12', WITH A CHORD BEARING OF S 45°00'00" E AND A CHORD LENGTH OF 42.43'; THENCE DUE SOUTH A DISTANCE OF 50.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

And the Owner/Developer has caused the above described land to be surveyed, staked, platted and subdivided into seventy-three (73) lots in seven (7) blocks and Reserves 'A', 'B', and 'C', in conformity with the accompanying plat and survey (hereinafter the "Plat"), and has designated the subdivision as "Tradition Blocks 1-7", a subdivision in the City of Tulsa, Tulsa County, Oklahoma (hereinafter the "Subdivision" or "Tradition Blocks 1-7"). The lots depicted upon the Plat shall hereinafter be referred to collectively as the "Lots" and individually as a "Lot".

### SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

#### A. Public Streets and Utility Easements

The Owner/Developer does hereby dedicate for public use the public street rights-of-way depicted on the accompanying Plat marked "Public" and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "Utility 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 and/or sewer services to the area included in the Plat. The Owner/Developer 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 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 and landscaping 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 within the general utility easements along the south boundary of the Subdivision adjacent to the right-of-way for East 111th St. South 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 general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. 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.
3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television 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 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.
5. 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, Sanitary Sewer and Storm Sewer Service

1. The owner of the Lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his Lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.

3. The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner of the Lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
4. The City of Tulsa, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. 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

1. The owner of the Lot shall be responsible for the protection of gas facilities located on his Lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but the owner of the Lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the Subdivision may be run from the nearest gas main 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 line 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 line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and the owner of the Lot agrees to be bound hereby.

E. Stormwater Detention – Reserve ‘B’

1. The Owner/Developer does hereby grant to the City of Tulsa, Oklahoma, and establish, a perpetual easement on, over and across Reserve ‘B’ (hereinafter referred to as the “Detention Easement Area”) for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various Lots within the Subdivision and from properties outside the Subdivision.
2. Detention, and other drainage facilities constructed within Reserve ‘B’ shall be in accordance with standards and specifications approved by the City of Tulsa, Oklahoma.
3. Detention, and other drainage facilities shall be maintained by the homeowners’ association to be formed pursuant to Section V (the “Homeowners’ Association”) to the extent necessary to achieve the intended drainage and detention functions, including repair of appurtenances and removal of obstructions and siltation, and the Homeowners’ Association shall provide routine and customary grounds maintenance within the Detention Easement Area which shall be in accordance with the following standards:
  - a. The Detention Easement Area shall be kept free of litter.
  - b. The Detention Easement Area shall be mowed during the growing season at intervals not exceeding 4 weeks.

- c. In the event the Homeowners' Association should fail to properly maintain the Detention Easement Area as above provided, the City of Tulsa, Oklahoma, or its designated contractor may enter the Detention Easement Area and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
  - d. 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, 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 each Lot within the Subdivision, provided however, the lien against each Lot shall not exceed the portion of the costs calculated by dividing the total costs by the total number of Lots represented by the Homeowners' Association, including Lots within this Subdivision and Lots within any Subdivision annexed into the geographic jurisdiction of the Homeowners' Association as provided in Section V.
  - e. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.
4. The Owner/Developer does hereby grant to the City of Tulsa, Oklahoma and establish a perpetual easement on, over and across the area depicted on the accompanying plat in Lot 24, Block 7 as the "Detention Access Easement" for the purpose of gaining access to Reserve 'B' for inspection and maintenance of the detention facility located therein.

F. Overland Drainage Easements

- 1. The Owner/Developer does hereby grant to the City of Tulsa, Oklahoma and establish perpetual easements on, over and across those areas designated on the accompanying plat as "ODE." or "Overland Drainage Easement" for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various Lots within the subdivision and from properties outside the subdivision.
- 2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the City of Tulsa Public Works Department.
- 3. No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Tulsa Public Works Department, provided, however, that the planting of turf shall not require the approval of the City of Tulsa Public Works Department.
- 4. The overland drainage easement areas and facilities shall be maintained by the owner of the land upon which the drainage easement is located at its cost in accordance with standards prescribed by the City of Tulsa, Oklahoma. In the event the owner of the land over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the 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 of the land. 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 land of the owner. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.
- 5. Landscaping approved by the City of Tulsa shall be allowed within the Overland Drainage Easement.

G. Surface Drainage and Lot Grading Restriction

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 foregoing covenants set forth in this paragraph G, shall be enforceable by any affected Lot owner and by the City of Tulsa, Oklahoma.

H. Restricted Waterline Easement

The Owner/Developer hereby dedicates for public use perpetual easements on, over, and across those areas depicted on the accompanying plat as “Restricted Waterline Easement” or “RWE” for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing waterlines together with all fittings including the pipes, valves, meters and equipment and other appurtenances thereto together with rights of ingress and egress to and upon the easement for the uses and purposes aforesaid.

I. Storm Sewer Easement

The Owner/Developer hereby dedicates for public use perpetual easements on, over and across those areas depicted on the accompanying Plat as “Storm Sewer Easement” or “SDE” for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing storm sewer lines and facilities together with all fittings , including pipes, valves, meters and equipment and other appurtenances thereto together with rights of ingress and egress to and upon the easements for the uses and purposes aforesaid.

J. Limits Of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 111th St. South 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.

K. Paving and Landscaping Within Easements

The owner of the land 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 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, Tradition Blocks 1-7 was submitted as a portion of a planned unit development (designated as PUD No. 741) as provided within Sections 1100-1107 of Title 42, Tulsa Revised Ordinances (“Tulsa Zoning Code”), and

Whereas, the property included in the Plat of Tradition Blocks 1-7 comprises a portion of the tract designated as “Development Area A” plus all of the tract designated as “Development Area B” in PUD No. 741, and

Whereas PUD No. 741 was affirmatively recommended by the Tulsa Metropolitan Area Planning Commission on June 20, 2007, and approved by the Council of the City of Tulsa, Oklahoma, on July 26, 2007, the implementing Ordinance No.11833 being adopted on July 30, 2007, and published on August 3, 2007, and

Whereas, a major amendment to PUD No. 741 (designated as PUD 741-A) modifying development area boundaries, reserve areas, minimum lot sizes, and required livability space within the lot, was affirmatively recommended by the Tulsa Metropolitan Area Planning Commission on April 16, 2008 and approved by the Council of the City of Tulsa on May 22, 2008, the implementing Ordinance No. 21825 being adopted on May 29, 2008, and published on June 10, 2008.

Whereas, the planned unit development provisions of the Tulsa Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Tulsa, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, 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 Tradition Blocks 1-7 shall be subject to the planned unit development provisions of the Tulsa Zoning Code, as such provisions existed on June 10, 2008.

B. Private Streets – Reserve ‘A’

The streets depicted on the accompanying Plat as “Reserve ‘A’” and marked “Private” (hereinafter the “Private Streets”) are herein established and granted by the Owner/Developer as private streets for the common use and benefit of the owners of Lots in Blocks 6 and 7, their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from those Lots, to and from the public portion of South Joplin Avenue and to and from the public portion of East 106th Place South adjoining the Subdivision, and are reserved for subsequent assignment and conveyance to the Homeowners’ Association. The use of Reserve ‘A’ is limited to use for private streets, utilities (subject to the limitations of any Restricted Waterline Easement), open space, recreation, landscaping and entry features including gates and related security features. No owner of a Lot in the Subdivision, other than the owners of Lots located in Blocks 6 and 7, shall have right of access to Reserve A.

The Owner/Developer herein grants to the City of Tulsa, Oklahoma, the United States Postal Service, any public utility providing utility service to the subdivision, and to any refuse collection service which provides service within the subdivision, the right to enter and traverse the Private Streets and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment.

The Owner/Developer, for itself and its successors, herein covenants with the City of Tulsa, Oklahoma, which covenants shall run with the land and inure to the benefit of the City of Tulsa, Oklahoma, and shall be enforceable by the City of Tulsa, Oklahoma, to:

1. Construct and maintain street surfacing extending the full length of the private streets depicted within the accompanying plat, and meeting or exceeding the following standards:
  - a. Surfacing width shall be not less than 26 ft. measured from face of curb to face of curb, except in the turn-around areas where the radius of the surfaced area shall be not less than 38 ft.;
  - b. Streets shall be curbed;
  - c. Gutters, base and paving materials shall be of a quality and thickness meeting the now existing standards of the city of Tulsa, Oklahoma, for minor residential streets;
  - d. The vertical grade of the streets shall not exceed 10%.
2. Secure inspection and certification by the City of Tulsa, Oklahoma that the Private Streets have been constructed in accordance with the standards above set forth, or if the City of Tulsa, Oklahoma declines to inspect the Private Streets, certification shall be secured from a registered professional engineer that the Private Streets were constructed in accordance with the standards above set forth, and the required certification shall be filed with the Tulsa Metropolitan Area Planning Commission prior to the issuance of a building permit for any Lot that derives its access from the Private Streets.
3. Prohibit the erection of any arch or similar structure over the Private Streets as depicted on the accompanying plat which would prohibit any governmental vehicle, specifically any fire vehicle, from effective usage of the Private Streets provided however, customary security gating may be installed.

4. The Owner/Developer acknowledges for itself and its successors in title that the Private Streets, as depicted on the accompanying Plat do not meet the City of Tulsa, Oklahoma standard as to width of right-of-way and width of paving, and further acknowledges that the Private Streets shall be maintained by the Homeowners' Association, and that the City of Tulsa, Oklahoma shall have no duty to maintain any private street within the Subdivision, nor have any implied obligation to accept any subsequent tender of dedication of any private street within the Subdivision.

C. Reserve 'B'

The use of Reserve 'B' shall be limited to open space, , landscaping storm water detention, and location of utilities (within the areas marked "UE") , and Reserve 'B' is reserved for subsequent conveyance to the Homeowners' Association. Notwithstanding the above, Reserve 'B' may also be used by the owners of Lots where one or more boundaries of the Lot abut Reserve 'B', for recreation, provided however, that boating shall not be permitted.

D. Residential Lots

The Lots within Tradition Blocks 1-7 shall be subject to the following restrictions and limitations:

1. Use

The use of the Lots shall be limited to detached single family residences and customary accessory uses.

2. Fronting and Access Limitation

Each dwelling shall front and derive its access from a public or private street as depicted on the accompanying Plat.

3. Minimum Building Setbacks and Yards

- a. No building shall be located nearer to the right of way of East 111th St. South than 35 ft.
- b. No building shall be located nearer to the right of way of the public or private street, as the case may be, than the building line depicted on the accompanying Plat. Garages fronting either a public or private street shall be set back from the right-of-way of the street a distance of not less than 20 feet.
- c. The minimum building setback from an interior side lot line shall be 5 ft.
- d. Within each Lot, the minimum rear yard shall be 20 feet.
- e. Notwithstanding the above, no building shall encroach upon any easement depicted upon the accompanying Plat.

4. Minimum Livability Space – Blocks 1 - 5

There shall be provided within each Lot in Blocks 1 through 5 not less than 5,000 square feet of livability space as defined by the Tulsa Zoning Code (open space of the lot which is not allocated to or used for off-street parking areas or for paved access to off-street parking areas, except that unenclosed parking areas or paved access to parking areas within the rear yard of the lot shall be considered livability space).

5. Minimum Livability Space – Blocks 6 - 7

There shall be provided within each Lot in Blocks 6 and 7 not less than 3,600 square feet of livability space as defined by the Tulsa Zoning Code (open space of the lot which is not allocated to or used for off-street parking areas or for paved access to off-street parking areas, except that unenclosed parking areas or paved access to parking areas within the rear yard of the lot shall be considered livability space).

6. Maximum Building Height

The maximum building height shall be 40 feet.

7. Other Bulk And Area Requirements

Except as above set forth, the Lots shall comply with the bulk and area requirements of an RS-2 Residential Single Family District as set forth within the Tulsa Zoning Code.

E. Sidewalks; Sidewalk Easement

Within the Subdivision, there shall be continuous sidewalks meeting the Subdivision Regulations for the Tulsa Metropolitan Area or modification thereof approved by the Tulsa Metropolitan Area Planning Commission and the Public Works Department. The Owner/Developer shall be responsible for construction of sidewalk within the right of way of East 111th Street South dedicated by this Deed of Dedication. Within the interior of the Subdivision, prior to the issuance of an occupancy permit for the dwelling within a Lot, the owner of the particular Lot shall construct a sidewalk upon or adjacent to the Lot in a location, and of a design, approved by the Architectural Committee described in Section IV hereof. The sidewalk shall be continuous with any existing sidewalks in adjoining lots at the lot boundary. The Owner/Developer hereby establishes an exclusive easement on, over and across the sidewalks to be constructed within the areas depicted on the Plat as "Sidewalk Easement" or "SWE" and on, over and across the portions of sidewalks that may be constructed within Reserve 'A', for pedestrian access by owners of Lots within Blocks 6 and 7, their families, tenants, agents, guests and invitees. Within the interior of the Subdivision, the owner of each Lot shall maintain the sidewalk located upon or adjacent to his Lot in good condition.

F. Gating Requirements

Prior to the installation of gating or related entry features, a detailed site plan of the proposed improvements shall be submitted to and approved by the Tulsa Metropolitan Area Planning Commission.

G. Site Plan Review And Compliance With Approved Plans

Except as required in paragraph F above, the approved final plat of the Subdivision shall constitute the detailed site plan required by the Tulsa Zoning Code. The development and use of Tradition Blocks 1-7 shall be in compliance with the approved gating and entry feature plans as above required, or such amendments thereof as may be later approved by the Tulsa Metropolitan Area Planning Commission or its successor.

H. 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 may 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 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.

I. 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 Tulsa Zoning Code as the same existed on June 10, 2008.

**SECTION III. EASEMENTS FOR HOMEOWNERS' ASSOCIATION ; RESERVE 'C'**

A. Fencing and Landscaping

The Owner/Developer herein reserves for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section V. exclusive perpetual easements to erect and maintain fencing, walls, landscaping and subdivision identification within the easements depicted on the accompanying plat as "Fence Easement" or "F/E".



B. Sidewalk Maintenance

The Owner/Developer herein reserves for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section V. a perpetual easement on, over and across the location of the sidewalks constructed within the Subdivision to improve, maintain or replace the sidewalks, and on, over and across such adjoining area as is necessary to accomplish such improvement, maintenance or replacement. The Homeowners' Association shall have the right, but not the obligation, to improve, maintain, or replace the sidewalks constructed within the Subdivision.

C. Access to Detention Area

The Owner/Developer herein reserves for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section V. a perpetual easement on, over and across the area depicted on the accompanying plat in Lot 24, Block 7 as the "Detention Access Easement" for the purpose of gaining access to Reserve 'B' for construction and maintenance of the detention facility located therein. Within the easement area, the Owner/Developer or the Homeowners' Association may construct paving or other surfacing to facilitate access to Reserve 'B', and the drive within Lot 24, Block 7 may also be located within the easement area. The Homeowners' Association shall maintain any paving or other surfacing within the easement area, including any portion of the drive constructed therein by the owner of Lot 24, Block 7, and the owner of Lot 24, Block 7 shall have the right to drive over the easement area.

D. Reserve 'C'

The use of Reserve 'C' shall be limited to open space, landscaping, entry features and subdivision identification, and the Owner/Developer herein reserves Reserve 'C' for subsequent conveyance to the Homeowners' Association.

#### SECTION IV. PRIVATE RESTRICTIONS

The Owner/Developer hereby imposes the following restrictions and covenants for the purpose of providing for the orderly development of the Subdivision and conformity and compatibility of improvements therein, which shall be applicable to the Lots and 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. Architectural Committee - Plan Review

1. Plan Review. No building, structure, fence, wall, paving, swimming pool, exterior lighting, exterior antennae, or free standing mail box shall be erected, placed or altered (including exterior painting) on any Lot, and no sidewalk shall be constructed upon or adjacent to any Lot or within any reserve area, 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 site plan, floor plan, exterior elevations, drainage and grading plans, sidewalk location and design plan, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within twenty (20) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. 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.
2. Committee Purpose. 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 its 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 or failure to approve building plans shall not be deemed a waiver of any restriction. 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.

3. The powers and duties of the architectural committee shall, on the 1st day of January, 2010, be deemed transferred to the Homeowners' Association, or upon written assignment to the applicable Homeowners' 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.

B. Floor area

Single story dwellings shall have a minimum of 3,200 square feet of finished heated living area. One and one-half (1-1/2) or two (2) story dwellings shall have a minimum of 3,600 square feet of finished heated living area; provided however, the first floor shall have a minimum of 2,450 square feet of finished heated living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways.

C. Garages

Each dwelling shall have an attached enclosed garage providing space for a minimum of two automobiles. Carports are prohibited. Glass in vehicular entry doors is prohibited.

D. Foundations

The exterior surface of any exposed foundation, including stem walls, shall be of brick, stone or stucco.

E. Masonry

A minimum of 75% of the exterior surface of exterior walls (excluding windows and doors) shall be of brick, natural rock or stucco. Vinyl siding of any exterior wall is prohibited. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the restrictions set forth in this subsection.

F. Windows

Windows shall be vinyl clad. Metal windows are restricted, however, the Architectural Committee may in the particular instance and upon written request approve a waiver of the metal window restriction set forth in this subsection.

G. Roof flashing, vent pipes and chimney covers.

Exposed roof flashing, vent pipes and chimney covers shall be painted.

H. Roof pitch

No dwelling 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 restriction to permit a dwelling having a flat roof area equal to no more than twenty percent (20%) of the area covered by all roof surfaces.

I. Roofing materials

Roofs shall be composition shingle roof - Heritage II, provided however, if federal, state, or local laws prohibit such roofing or substantially impair the enforcement of this restriction or if Heritage II roofing is not reasonably available, 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.

J. On-site construction

No existing or off-site built dwelling may be moved onto or placed on any lot.

K. Outbuildings

Outbuildings are prohibited; provided however, the Architectural Committee may in the particular instance and upon written request approve a waiver of the restrictions set forth in this subsection.

L. Swimming pools

Above ground swimming pools are prohibited.

M. Fencing or walls within the Lot.

Fencing or walls within the Lot shall not extend beyond the front building line of the Lot, and if a dwelling is built behind the front building line of a Lot, no fence or wall may extend beyond that point nearest the street at each end corner of the dwelling. Within corner Lots, fencing or walls in the side yard adjoining the street shall be set back a minimum of 20 ft. from the side lot line. Fencing within yards that abut Reserve 'B' shall be constructed of wrought iron and shall not exceed 4 feet in height. Elsewhere, fences or walls within the Lot shall be of wood, brick, stucco, natural stone or wrought iron. Chain link, barbed wire, meshed or other metal fencing is specifically prohibited. No fence or wall within the Lot shall exceed six feet in height. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions. Notwithstanding the above, nothing within this paragraph M shall be deemed a restriction upon fencing or walls constructed within the areas depicted upon the accompanying plat as "Fence Easement" or "F/E".

N. Antennas

Exterior television, "cb" radio or other types of antenna shall be prohibited, provided however, satellite dishes or similar outside electronic reception devices not exceeding 20 inches in diameter may be affixed to a rear building wall or dormer if below the eave and not visible from the street view of the dwelling, and the specific location of the same is approved by the Architectural Committee. The 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 unsightly growth of weeds or tall grass.

P. Recreational Vehicles and Equipment

No boats, recreational trailers, personal water craft, campers, motor homes or other recreational vehicular equipment, shall be stored, placed or parked on any street within the Subdivision or on any Lot, except within an enclosed garage.

Q. Trailers, Machinery and Equipment; Commercial Vehicles

No trailers, machinery or equipment, or commercial vehicles, shall be stored, placed or parked on any street within the Subdivision or on any Lot, except within an enclosed garage; provided however, nothing herein shall prohibit the parking of vehicles, trailers, machinery or equipment when being utilized in connection with services pertaining to a residence in the Subdivision; further provided that nothing herein shall prohibit the parking of light trucks without commercial signage (maximum 3/4 ton).

R. Clotheslines and trash receptacles

Exterior clothesline poles or other outdoor drying apparatus are prohibited. Garbage cans and other trash receptacles shall be out of view from any adjoining street or from any adjoining Lot except during reasonable times necessary to permit curbside pickup.

S. Mailboxes

As long as a rural type mailbox is in use in the Subdivision for U.S. postal service, all mailbox pedestals shall conform in design to specifications established by the Architectural Committee. 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.

T. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats, or other customary household pets may be kept provided they are not used for commercial purposes.

U. Noxious activity

No noxious or offensive trade or activity shall be carried out upon any Lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

V. Signage

No sign other than customary name plate and address shall be located on any Lot in public view, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. No rent or lease signs are allowed.

W. 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 V. HOMEOWNERS' ASSOCIATION**

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Tradition Blocks 1-7 ( the "Homeowners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including but without limitation the private streets and gates and reserve areas, and enhancing the value, desirability and attractiveness of Tradition Blocks 1-7 and of any residential subdivision which may subsequently annexed to the geographic jurisdiction of the Homeowners' Association. It is contemplated that additional lands adjoining the Subdivision and subsequently platted for single family residential purposes may be annexed by the Owner/Developer to the geographic jurisdiction of the Homeowners' Association.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the common areas.

## **SECTION VI. 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. Public 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 Tulsa Zoning Code and shall inure to the benefit of the City of Tulsa, Oklahoma, any owner of a Lot and the Homeowners' Association. 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 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. Easements for Homeowners' Association, shall inure to the benefit of 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 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 IV. Private Restrictions and V. Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section IV. or V., it shall be lawful for any owner of a 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 to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Homeowners' Association, which action seeks to enforce the covenants contained in Sections III, IV or V. and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney 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. Public 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; notwithstanding the foregoing the covenants contained within Section II shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD 741 by the Tulsa Metropolitan Area Planning Commission and recording of a certified copy of the minutes of the Tulsa Metropolitan Area Planning Commission with the Tulsa County Clerk as set forth in Section II, paragraph H. herein. The covenants contained within any other Section of this Deed of Dedication may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least 1 Lot or alternatively, the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least 60% of the Lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer (during its ownership of at least 1 Lot) and any amendment or termination properly executed by the owners of at least 60% of the Lots, the instrument executed by the Owner/Developer shall prevail. The provisions of any instrument amending or terminating covenants and restrictions 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.