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CHIMNEY HILLS ESTATES RESTRICTIVE COVENANTS

October 18, 1999

The following are the combined restrictive covenants for Chimney Hills Estates, Blocks 1-31.

1. The name of Chimney Hills South shall be changed to and shall hereafter be known as Chimney Hills Estates.
2. The permitted uses for each lot and block shall be as follows:
 - A. No residential structure shall be erected or placed on any lot which residence has an area of less than 2,200 square feet, exclusive of garage and porches. All story and one half (1 1/2) or two (2) story houses must have not less than 1400 feet in the ground floor.
 - B. a) All residential structures and any other permitted unattached building exceeding 120 square feet of floor area must have a roof covering of cedar shingles, cedar shakes, slate, tile, built-up gravel or other products approved by the Board of Directors of the Chimney Hills Estates Homeowners Association, Inc., an Oklahoma nonprofit corporation, ("CHEHA").
b) The Architectural Committee of CHEHA (hereinafter "Architectural Committee") will review requests of lot owners to use alternative roofing products beyond those listed in subparagraph a) above. Each homeowner desiring to use an alternative roofing product must, in each instance, present to and obtain approval from the Architectural Committee prior to installing such materials on any structure. Any roof replacement must comply with this covenant on the Alternate Roofing Criteria as then applied by the Architectural Committee.
 - c) The Architectural Committee will establish a Set of Criteria for Alternate Roofing Products (hereinafter "Alternate Roofing Criteria") which defines the quality and appearance necessary to meet the standard of best resembling the look and color of weathered cedar shingles, weathered cedar shakes, tile or slate. The Architectural Committee will present the Alternate Roofing Criteria to the Board of Directors and obtain its approval prior to using the Alternate Roofing Criteria in judging new materials. The Board may, by majority vote, request that the Architectural Committee review and revise the Alternate Roofing Criteria.
 - d) The Architectural Committee will maintain a List of Approved Alternate Roofing Products which will be made available to all homeowners upon request. The Architectural Committee will recommend proposed additions to or deletions from the List of Approved Alternate Roofing Products to the Board of Directors for approval. The materials to be recommended by the Committee will be those products which at the date of their approval meet the Alternate Roofing Criteria.

e) At the time of approval of this amendment, the following materials have been approved by the Architectural Committee and the Board of Directors: Alcoa Aluminum Country Manor Shaker roofing, Metal Works Aston Wood Steel Shingles, Elk Capstone Shingles, CertainTeed

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Independence Shingles and CertainTeed Grand Manor Shingles. These materials and subsequently approved materials are herein referred to as "Approved Alternate Roofing Products."

f) It is the intent of this covenant to be flexible to allow for future products which, in the opinion of the Architectural Committee, most nearly meet the approved Alternate Roofing Criteria at the time of their proposed use. This flexibility may result in the subsequent disapproval of products which were once approved for roofing use. Thus, the approval of a product does not indicate that it will still be approved at any later time.

C. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any building plot, that exceeds two stories in height; all residences must have a private garage, for not less than two cars, attached to the residence. All structures shall be constructed of 33% brick or stone veneer all the way around with the exception of porches and terraces and garages. No structure shall be erected, altered, placed or permitted to remain on any building plot other than one detached single-family dwelling.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, tent, shed, garage, barn or other out building shall at any time be used as a residence, garage or business, temporarily or permanently. In addition, no out building shall be constructed in excess of nine feet in height, measured from the ground to the highest point on the structure, nor exceed a ground area of 120 sq. ft. without the approval of the Architectural Committee of CHEHA. Any person desiring to construct an out building in excess of these limits must provide each lot owner whose lot abuts the applicant's lot notice of the proposal and of the time and place where the proposal will be submitted to the Architectural Committee for consideration. For the purposes of this covenant, the existence of streets or right-of-way between lots shall not cause a lot not to be an abutting lot.

F. No structure previously used shall be moved onto any lot.

G. No fence, whether ornamental or otherwise shall be erected nearer to the front lot line than the 25 foot building line. Vinyl, chain link, barbed wire, mesh or other metal, except wrought iron fencing, shall not be permitted unless fully enclosed within a six (6) foot high privacy fence.

H. The undersigned owner further dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas

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The brick or stone requirement is found only in the original covenants for Blocks 1-7 and 1-7 extended.

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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 the right of ingress and egress upon said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets and alleys shown on said plat.

I. No fences more than 6 ft. 6 inches in height will be permitted on any lot, except privacy fencing adjacent (within 3 feet) to patios, may be 8 ft. in height. Ornamental fences not exceeding 3 feet in height, constructed of brick, stone, brick and stone, brick and frame, stone and frame or split rails, the same to be compatible with the architecture of the residence, may be built within ten feet forward of the building line shown on the Plat. Any property owner desiring to construct a fence not in accordance with the above provisions shall apply for an exception to the fencing requirements to the Architectural Committee of CHEHA, providing notice to abutting property owners as provided in amended paragraph E. The Committee shall have the authority to, modify the requirements in the given case depending upon the topography of the lot, special needs of the lot owner and the effect on neighboring properties.

J. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

K. Signs to be displayed to the public view on any lot shall be restricted to the following:

- a) one sign of not more than five square feet advertising the property for sale or rent or one sign used by a builder to advertise the property during the construction and sale period,
- b) political signs which shall be displayed no more than thirty (30) days preceding an election and shall be removed within five (5) days following the election,
- c) and signs smaller than one (1) square foot

L. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.

M. The undersigned owner hereby relinquishes any and all rights of ingress and egress to the above described property within the bounds designated as 'Limits of No Access' (LNA). This provision can be released, changed or altered by the Tulsa Metropolitan Area Planning Commission or its successors with the concurring approval of the City Engineer of the City of Tulsa, Oklahoma.

N. a) Overhead pole lines for the supply of electric service may be located along the North, West and East side of the 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 and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

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b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it

d) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused by acts of the owner or his agents or contractors.

e) The foregoing covenants under this item "N" concerning underground electric facilities, shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.

O. No boat, trailer, camper of any description, recreational vehicle inoperative or racing vehicle or trucks (except pickup trucks and vans on a 3/4 ton chassis or smaller) shall be kept forward of the residence or between the side of the residence and the street which shall include the street for more than 72 consecutive hours unless such items are stored on a side or rear yard with a six (6) foot high privacy fence constructed around the entire lot behind the front of the residence.

P. No exterior radio or television transmitting or receiving antenna or tower will be permitted on any lot except as follows: a) one satellite receiving television antenna which is not in excess of nine (9) feet in height from the ground will be permitted on each lot upon which a residence is constructed if located in the rear yard and if a six (6) foot high privacy fence is constructed around the entire lot behind the front of the residence; b) satellite receiving television antennae less than two (2) feet across the greatest dimension will be permitted on each lot upon which a residence is constructed. All antennae must blend into the style and color arrangement of the structure upon which they are placed to the maximum extent possible by color, placement or other means.

Q. In the event that any residence is unoccupied for more than thirty (30) days, the Chimney Hills Estates Homeowners Association, Inc., its officers, directors, employees and agents are hereby granted the right, but not the obligation, to enter upon such residential lot without further notice and perform such maintenance to the lawn, shrubs, trees, and exterior structure to eliminate any hazard or to maintain a neat appearance, etc., and may change the owner thereof a reasonable amount for such maintenance performed, and shall have a lien on such real property

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to the extent of such charges. Such liens shall be filed in the same manner as mechanics and materialmen's liens as permitted by the Oklahoma statutes then in effect. The Association has the right to bring an action to collect such charges and to foreclose such lien. Such lien shall be filed within 45 days of the date the last work was performed. Such lien shall not expire for failure to foreclose, but shall run with the land. In addition, to recovering the amount of such charges, the Association will be entitled to recover its costs and a reasonable attorney's fee.

R. No lot, street, or resented area within this Addition may be used for the outdoor storage, landing, take off or operation of any aircraft of any description.

S. There is hereby established an Architectural Committee of CHEHA to perform the functions identified for such Committee in these covenants now in existence are hereafter amended. The specific duties, makeup of the Committee and procedures of such Committee are to be found in the Bylaws of CHEHA.

T. Prior to the construction or obtaining a building permit for an exterior addition to a structure on any lot, the plans for such addition shall be presented to and reviewed by the Architectural Committee. The Committee shall promptly review and approve or disapprove such an addition. The guidelines for approval of such addition shall be whether the addition conforms with the original architecture and appearance of such structure (identical original materials not required). The lot owner shall give notice to abutting property owners as provided in amended paragraph E of these restrictive covenants.

U. No covenant shall be presented to the owner of any lot within the Addition without first presenting the same to the Board of CHEHA and permitting the Board to determine whether it will sponsor such a covenant. If the Board shall not endorse such covenant, the secretary shall notify the proponent(s) of such covenant in writing of such action and at such time the proponent(s) may thereafter seek to approach property owners directly with such change.

V. CHEHA shall have the authority concurrent with any lot owner to enforce the covenants. However, the primary enforcement duty shall lie with the Board of CHEHA. Any lot owner believing there to be a violation shall first present such violation to the Board of CHEHA. If the Board does not undertake to enforce the covenant within thirty days of the receipt of the request, then the individual lot owner may proceed directly. If CHEHA reaches a resolution of any claimed covenant violation with any alleged violator, such settlement shall be binding upon all lot owners.

W. a) Each lot owner shall be a member of CHEHA (the "Association") in order that the responsibility for the care and upkeep of the Addition is fairly distributed.

b) The Association shall have the authority and power to assess a one-time membership fee to new lot owners and to make equal assessments on the property of each lot owner for the purposes of maintaining and operating the Association and the Addition. The Association shall have the authority to assess late payment fees for both the membership and maintenance fees. No officer or board member shall receive any remuneration for services as an officer or board member.

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c) The amount of the membership, maintenance and late payment fees must be approved by a majority vote of the members attending, in person or by proxy (officers and board members entitled to vote), at the annual meeting of CHEHA in December of each year, or at a specially called meeting. Notice of such proposed question will be given in writing, thirty days prior to such special meeting, via the Association Newsletter, or other means if such Newsletter is not in existence.

d) The Association may also assess special fees in the event of an emergency or unanticipated financial need, such as damage to Association property, litigation, expenses, etc. Such special assessment shall be approved in the same manner as regular membership and maintenance fees.

e) Once assessed, all fees and dues shall be immediately due and payable and, thirty days after the assessment, the Association may institute an action to collect the amount owed. If not paid by the lot owner by April 1 of the year following the adoption of such fees, the same shall become a lien on that lot owner's property. The Association may proceed to foreclose such lien as provided in paragraph Q of these covenants. In addition to recovering the amount of such fees, the Association shall be entitled to recover its costs and a reasonable attorney's fee.

The restrictions and covenants hereby imposed on the above lots shall remain in effect until July 1, 2024, unless sooner amended or terminated by the owners of more than fifty percent (50%) of the aggregate total of lots lying within the following additions: Chimney Hills Estates, Blocks 1 through 7; Chimney Hills Estates, Blocks 1 through 7 Extended; Chimney Hills Estates, Blocks 8 through 17; and Chimney Hills Estates, Blocks 18 through 31 (except that portion replatted as Hampshire Lane). After the time period shown above, unless sooner amended or terminated in whole or in part, these covenants shall be automatically extended for successive periods of ten years. In the event any final judgment rendered by any court of competent jurisdiction declaring any covenant or portion thereof to be void or unenforceable, such judgment shall not affect the validity or enforceability of any other covenant.