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PLAT # 5218

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Tulsa County, State of Oklahoma

P. U. D.

THE RESERVE AT FOREST HILLS

A subdivision of a part of
the N/2 S/2 of Section 34,
T18N, R13E, City of Tulsa,
Tulsa County, Oklahoma

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That FOREST HILLS LAND COMPANY, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner", is the owner of the following described land situated in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

Part of the North Half of the Southwest Quarter (N/2 SW/4), and the West Half of the West Half of the West Half of the Southeast Quarter (W/2 W/2 W/2 SE/4), of Section 34, Township 18 North, Range 13 East, of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof, and more particularly described as follows:

Beginning at a point 1651.29 feet North of the Southeast Corner of said SW/4; thence N 89°47'34" W 298.37 feet; thence N 14°22'32" W 167.68 feet; thence North 827.95 feet to a point on the North line of the S/2 of said Section; thence S 89°53'15" E along said North line 673.68 feet to the Northeast corner of said W/2 W/2 W/2 SE/4; thence S 00°12'55" W along the East line of said W/2 W/2 W/2 SE/4 991.34 feet; thence N 89°47'34" W 329.96 feet to the point of beginning; containing 15.20 acres, more or less;

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "THE RESERVE AT FOREST HILLS", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma (the "Subdivision").

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SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

The Owner does hereby dedicate for the public use, East 116th Street, as designated on the accompanying plat, and does further dedicate for the public use the utility easements as designated on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, 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 said utility easements and right-of-ways for the uses and purposes aforesaid;

PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easement, shown in said plat for the purpose of furnishing water and/or sewer services to the area included in said plat.

The use of the easement in favor of Oklahoma Natural Gas recorded in Book 5745 at Page 2248, is dedicated as a utility easement. Said use by other utilities shall not adversely effect the existing use by ONG and shall be strictly limited to crossing said easement for the sole purpose of supplying services to various lots in the Subdivision which also must.

No building, structure, or other above or below ground obstruction will be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

The lot owner shall be responsible for the repair and replacement of any fence, landscaping and paving located within the utility easement in the event it is necessary to install, maintain or repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

B. Underground Electric and Communication Service:

1. All supply lines shall be located underground in the easement-ways reserved for general utility services shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables to all structures which may be located on all lots in 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 each said lot; PROVIDED, that upon the installation of such a service cable to a particular structure, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on said lot, covering a five (5) foot strip extending two and one-half (2.5) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

3. The supplier of electric or communication 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 or communication facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The supplier of electric and/or communication services shall be responsible for ordinary maintenance of underground electric or communication facilities, but the owner of a lot 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 concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of three (3) feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited.

3. The City of Tulsa 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.

4. The City of Tulsa or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation, maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Tulsa shall use reasonable care in the performance of such activities.

6. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Tulsa or its successors, and the owner of each lot agrees to be bound hereby.

D. Private Streets:

The streets, except East 116th Street, as shown on the accompanying plat, are herein designated as private streets for the common use and benefit of the owners of lots within the Subdivision, their guests and invitees, for the purpose of providing access to and from the various lots and for providing entrance security facilities, and are reserved by Owner for subsequent conveyance to the Property Owners' Association to be formed as provided in Section III below for the purpose of the administration and maintenance of the streets and other common areas of the Subdivision subject to the grants contained in the next succeeding paragraph.

The Owner hereby grants to the City of Tulsa, the United States Postal Service and to any public utility providing a utility service to 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, and does further grant to the City of Tulsa and to any public utility providing a utility service to the Subdivision the right to make various underground utility crossings of Private Streets as reasonably necessary to provide service, and upon the installation of any such utility line, cable or facility, such grantee shall be deemed to have a definitive perpetual easement covering a strip ten (10) feet in width extending five (5) feet on each side of the utility line, cable or facility.

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

1. to construct and maintain an all weather hard surfaced private street of not less than twenty-six (26) feet in width extending the full length of the private streets depicted within the accompanying plat. All curbs, gutters, base and paving materials used shall be of a quality and thickness which meets the City of Tulsa standards for a minor residential public street; and

2. to prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental vehicle, specifically any fire vehicle, from the free usage of the private streets.

The City of Tulsa shall have no duty to maintain any private street nor have any implied obligation to accept any subsequent tender of dedication of any such private street.

E. Limits of No Access:

The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the Subdivision adjacent to East 116th Street within the bounds designated on the attached plat as "Limits Of No Access", which "Limits of No Access" may be modified, amended, or released by the Tulsa Metropolitan Area Planning Commission or its successor with the concurring approval of the City of Tulsa, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

SECTION II.RESTRICTIONS

WHEREAS, the land within the Subdivision (and adjacent land of Owner hereinafter described) was submitted to the Tulsa Metropolitan Area Planning Commission (TMAPC) for approval as a Planned Unit Development (PUD) pursuant to Sections 1100 to 1170 of Title 42, Tulsa Revised Ordinances (Tulsa Zoning Code) as the same existed on September 11, 1996, which PUD was approved by the TMAPC as PUD 548 and subsequently approved by the Tulsa City Council on October 17, 1996, the Implementing Ordinance No.18850 being adopted October 25, 1996; and

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development of the Subdivision and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns; and

WHEREAS, the Planned Unit Development provisions of the Tulsa Zoning Code require the establishment of covenants of record, enforceable by the City of Tulsa, sufficient to assure the implementation of and continued compliance with the approved Planned Unit Development.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner, its successors and assigns, including all owners of any interest in any lot in the Subdivision:

A. Use of Land:

1. The development of the Subdivision shall be subject to the Planned Unit Development provisions of the Tulsa Zoning Code, Sections 1100-1107, Title 42, Tulsa Revised Ordinances, as the same existed on September 11, 1996, and as subsequently amended.

2. All lots within the Subdivision shall be known and described as residential lots and shall be used solely for single-family residences and single family residential purposes, but may also include accessory quarters for domestic help as permitted by the City of Tulsa Zoning Code.

3. The aggregate number of dwelling units to be constructed within the Subdivision shall not exceed forty-three (43).

4. Reserve Areas "A", "B" and "C" shown on the plat shall be used for open space and landscaping, and are reserved for subsequent conveyance to the Association. These areas are also dedicated as general utility easements.

5. Reserve Area "D" shown on the Plat shall be established and reserved for emergency access purposes and subsequent conveyance to the Association. These areas are also dedicated as general utility easements.

B. Architectural Committee - Plan Review:

1. No building, fence or wall shall be erected, placed or altered on any lot in the Subdivision until the building plans and specifications therefore, drainage and grading plans of the lot, exterior color scheme and material thereof, and plot plan thereof (which plot plan shows the location and facing of such structure(s)) have been approved in writing by a majority of an architectural committee initially composed of the Owner and such other persons or entities, if any, selected by Owner, in its sole discretion, or their duly authorized representative(s) and successors ("the Committee"). In the event of the death or resignation of any member of the Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as his predecessor, as above set forth. In the event the Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within ten (10) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed 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 Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of plans, specifications, plot plan and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve of any plans, specifications, plot plans or other submittals 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 in any way be deemed to prevent any of the owners of property in the Subdivision from maintaining any legal action relating to improvements within the Subdivision which they would otherwise be entitled to maintain.

3. The powers and duties of the Committee, or its designated representative, shall cease on the 1st day of January, 2002, or on the date the Committee's powers and duties are transferred to the Property Owners' Association to be created pursuant to Section III hereof, (the "Association") whichever event occurs first. The Owner shall transfer and assign the powers and duties of the Committee to the Association when Owner, or its successors and assigns, no longer owns any lots in the Subdivision. The Owner shall have the right, in its sole discretion, to transfer and assign the powers and duties of the Committee to the Association at any time.

C. Minimum Lot Size, Yards, Setbacks, Height and Parking:

1. Minimum Lot Size and Width.. The minimum lot size shall be nine thousand (9,000) square feet and the minimum lot width shall be seventy (70) feet. No lot shall be the subject of a lot-split or otherwise resubdivided. PROVIDED, HOWEVER, that a lot may be divided if all resulting tracts are held in common ownership with an adjoining, full lot or lots.

2. Front and Other Yard Setbacks. Each lot shall maintain a front yard setback of not less than forty-five (45) feet from the centerline of the abutting private street. No building shall be constructed on any other yard abutting a private street nearer than thirty-five (35) feet measured from the centerline of the abutting private street.

3. Side Yard. Each lot shall maintain side yards which are not less than five (5) feet in width on each side yard.

4. Rear Yard Setback. Each lot shall maintain a rear yard of at least twenty-five (25) feet; PROVIDED, HOWEVER, the customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than ten (10) feet to any lot line measured from the face of the building nor encroach upon any utility easement.

5. Lot Boundary Adjustment. Where by reason of lot-splitting (strictly in accordance with II(C)1 above) or by reason of the acquisition of an adjoining lot, or a portion thereof, a lot line as originally platted divides the ownership, the owner may declare by recorded document that his ownership lines shall serve as lot lines and thereafter all yards and setbacks shall be measured from the declared lot lines. It is the intent of the foregoing provision and the provisions of Paragraph 1 above, to permit adjustment in lot boundaries, but in no event shall an ownership area be less than nine thousand (9,000) square feet, nor shall the number of dwelling units within the Subdivision exceed forty-three (43), subject to lot split or zoning code requirements as required by law.

6. Building Height. Shall not exceed a maximum of thirty-five (35) feet.

7. Parking. A minimum of two (2) off-street parking spaces shall be provided for each lot.

8. Liveability Space. The liveability space per lot shall be a minimum of five thousand (5,000) square feet and the total living area shall be at least ten thousand, eight hundred seventy-five (10,875) feet.

D. Floor Area of Dwellings:

1. Single Story. A single story dwelling shall have at least two thousand, six hundred (2,600) square feet of finished, heated living area.

2. Two-Story. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least fifteen hundred (1,500) square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least twenty-six hundred (2,600) square feet of finished heated living area.

3. Computation of Living Area. The computation of living area shall not include any basement, garage or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) feet six (6) inches for at least one-half (1/2) of the required living area, and any area of less than five (5) feet in height shall be excluded.

4. Waiver. The Architectural Committee may waive, in a particular instance, the floor area requirements set out in Paragraphs 1 and 2 of this Subsection D; PROVIDED, HOWEVER, such waiver to be effective must be in writing, dated and signed by the Committee.

E. Garage:

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Each dwelling shall have a garage for at least two automobiles. Glass shall not be permitted in garage doors.

F. Building Material Requirements:

1. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of a least fifty per cent (50%) brick, natural stone or stucco; PROVIDED, HOWEVER, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls and further provided that where a gable type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable type roof, then that portion of such wall extending above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said dwelling.

The Committee may, but shall not be obligated to, waive this restriction. PROVIDED, HOWEVER, such waiver to be effective must be in writing, dated and signed by the Committee.

2. Windows. No mill finish windows will be permitted under any circumstances. Windows on front elevations and front and side elevations on any corner lot must be made exclusively of wood.

3. Roofing. No building shall have a roof pitch of less than 9/12 except that it may have a flat roof equal to no more than twenty per cent (20%) of the area covered by all roof surfaces, subject to approval of Owner. Wood grained composition roofing material having a thirty-five (35) year or more rating (such as "Tamko Heritage 30 Weathered Wood") and slate with a weathered wood color and appearance, shall be used on all homes in the Subdivision. The Committee may, but shall not be obligated to, waive this restriction. PROVIDED, HOWEVER, such waiver to be effective must be in writing, dated and signed by the Committee.

4. Chimneys. All chimneys shall be either full masonry or have a copper chimney cap in a form approved in writing by the Association. All roof flashings and valleys shall be capped and made of bronze or copper and shall be exposed. Any roof vents shall also be painted.

5. Mail Boxes. All mail boxes shall be of similar design to that specific plan approved by the Committee. The mailbox shall be positioned so that it is accessible from the curb and 6 feet from the "inside edge" of the driveway. "Inside Edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from the street level. No mail box shall be erected on any lot without the approval of the design by the Committee.

6. Waiver. The Committee may waive, in a particular instance, the building material requirements set out in this Subsection F; PROVIDED, HOWEVER, such waiver to be effective must be in writing, dated and signed by the Committee.

G. Livestock and Poultry Prohibited:

No animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept; PROVIDED, that they are not kept, bred or maintained for any commercial purpose.

H. Noxious Activity:

No noxious or offensive trade or activity may be conducted upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Trash cans shall be screened from view.

I. Signs Prohibited:

The construction or maintenance of advertising signs or other advertising structures on any lot is prohibited, except as follows:

1. Signs advertising the sale of the lot or sale or rental of the improvements thereon are permitted; PROVIDED, they do not exceed nine (9) square feet in display surface area.
2. During the development period of the Subdivision, signs advertising the Subdivision or the initial offering of a lot may be located at the entrance to the Subdivision.
3. Permanent signs identifying the Subdivision may be located within the private street right-of-way, easements and Reserve Areas situated at or near the entrance to the Subdivision.

J. Existing Buildings:

No existing building (or used structure) of any kind may be moved onto or placed on any lot.

K. Temporary Structures and Outbuildings:

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall at any time be used for human habitation, temporarily or permanently.

2. Any building which is detached from the principal dwelling on a lot shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the plans, specifications and design thereof are approved by the Committee.

L. Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened to prevent any view thereof from any street within the Subdivision. **436**

M. Antennas:

No exterior radio, "CB" radio or television tower, aerial, antenna or satellite dish shall be located upon any lot without the express written approval of the Committee. Provided, however, satellite dishes not exceeding 18 inches in diameter will be permitted provided the location is approved, in writing, by the Committee; such approval not to be unreasonably withheld.

N. Perimeter Fencing and Walls:

The Owner herein establishes for the benefit of the Property Owners' Association described in Section III below, a perpetual easement along the North three (3) feet Lots 27 and 28, of Block 1, of the Subdivision. This easement is designated and depicted on the accompanying plat as "Landscape Easement," for the purpose of the erection and maintenance of decorative and/or security fencing and walls and security entrance facilities including gates and guardhouses and landscaping and irrigation system. If the Owner or said Property Owners' Association shall have constructed such facilities along the 116th Street boundary of the Subdivision, or within the easement imposed as above described, the maintenance of such facilities shall be the obligation of the Property Owners' Association.

O. Interior Fences and Walls:

Interior fences and walls situated upon lots shall comply with the following:

1. No fencing shall extend beyond the building line of any residence. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner.

2. All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. The Committee may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances.

3. No fence in excess of six (6) feet in height shall be permitted.

P. Retaining Walls:

Retaining walls shall be constructed of the same materials as used in the construction of the dwelling situated on the lot and shall conform to the same architecture utilized for such dwelling. No railroad ties may be used in the construction of any retaining wall. Plans for all retaining walls must be submitted and approved by the Architectural Committee.

Q. Clothes Lines:

No outdoor clothes lines shall be permitted on any lot.

R. Storm Water Detention Area Creation and Maintenance:

1. For the common use and benefit of the owners of lots within the Subdivision and for the benefit of the City of Tulsa, detention and drainage facilities are to be constructed in the "Storm Water Detention Easement" as shown as Reserve Area "A" and Reserve Area "B" on the plat of the Subdivision of "FOREST HILLS ESTATES," which are necessary to meet City of Tulsa detention requirements applicable to the Subdivision, and for the further purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the Subdivision.

2. Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the City of Tulsa, and plans and specifications approved by the Department of Public Works of the City of Tulsa.

3. The detention easements or drainage facilities located thereon shall be maintained by the Association, and the homeowner's association created by the Deed of Dedication to Forest Hills Estates, and such maintenance shall be at the cost of said Property Owners' Association and in accordance with the following standards:

(a) The detention easement areas shall be kept free of silt, obstruction and debris;

(b) The detention easement areas shall be mowed during the growing season at intervals not exceeding four (4) weeks;

(c) Concrete appurtenances, if any, shall be maintained in good and working condition; and

(d) Trickle channels, if any, shall be cleaned of siltation and vegetation twice yearly.

(e) The proportionate allocation of the costs of maintaining the detention or drainage facilities shall be as follows: the Association shall be responsible for the payment of thirty-five per cent (35%) of the costs of such maintenance with the balance due from the Forest Hills Estates Homeowner's Association.

4. In the event the Association should fail to properly maintain the detention easement areas and facilities therein situated, the City of Tulsa, or its designated contractor, may enter the detention easement areas and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the proportionate cost thereof shall be paid by the Association.

5. In the event the aforesaid Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Tulsa may file of record a copy of the statement of cost, and thereafter the costs

shall be a lien against each of the lots within the Subdivision; PROVIDED, HOWEVER, the lien against each lot shall not exceed its proportionate, 1/43 share of the Association's cost of maintenance. A lien established as above provided may be foreclosed by the City of Tulsa.

S. Overland Drainage Area Creation and Maintenance:

1. The Overland Drainage Easements designated on the Plat are hereby granted to the City as perpetual easements for the benefit of the owners of lots in the Subdivision and for the benefit of the City of Tulsa. Said easements are necessary to meet City of Tulsa requirements applicable to the Subdivision, and for the further purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the Subdivision.

2. The maintenance of the Overland Drainage Easements shall be the sole responsibility of the owner of each lot upon which they are situated. This maintenance includes, without limitation, all necessary repair and replacement of any landscaping, fencing or improvements situated upon any Overland Drainage Easement. In addition, the owners of each lot shall:

(a) The detention easement areas shall be kept free of obstruction and debris;

(b) The detention easement areas shall be mowed during the growing season at intervals not exceeding four (4) weeks;

3. The lot owners on which the Overland Drainage Easements are situated shall have the right to use the property encumbered thereby in any manner that will not interfere with the exercise by the City of the rights granted under this Dedication.

4. The Overland Drainage Easements granted shall not be limited exclusively to said use, and any utility easements which may be situated within the confines may be used for utilities according to the Certificate of Dedication except that construction and use of utilities shall not interfere with the use for drainage purposes.

T. Landscaping Requirements. The front elevation of all lots and side elevations of any corner lot must be professionally landscaped upon completion of the residence. All front, side and back yards must be sodded on the completion of any residence in the Subdivision.

U. Exposed Foundations. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation or any stem wall may be exposed.

SECTION III. Property Owners' Association

A. Formation of Owners' Association:

The Owner has formed or shall cause to be formed the Association, a non-profit entity established or to be established pursuant to the General Corporation Act of the State of Oklahoma and formed for the general purpose of maintaining the private streets and other common areas within the Subdivision, the entrance way, the offsite detention facilities situated in Forest Hills Estates, and enhancing the value, desirability and attractiveness of the subdivisions.

B. Membership:

Every person or entity who is a record owner of the fee interest of a lot in the Subdivision and in any subdivision into which the adjacent property is platted shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot in the Subdivision shall constitute acceptance of membership in the Association as of the date of recording of the deed.

C. Covenant for Assessments:

Any owner of a lot in the Subdivision, with the sole exception of the Owner, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment for maintenance of the private streets, the offsite detention pond in Forest Hills Estates, the entrance way and all other common areas in the Subdivision and for such other purposes as the Board of Directors of the Association shall, from time to time, determine. The amount of the annual assessment each year shall be determined by majority vote of the Board of Directors of the Association unless otherwise provided by the Bylaws of the Association as established by the Board of Directors of the Association. Each lot in the Subdivision, shall bear its pro rata share of this annual assessment, not to exceed a 1/43. In the event any owner fails to timely pay any assessment, said owner will be responsible therefore, together with ten percent (10%) interest, costs and reasonable attorneys' fees shall be a continuing lien on such lot and the personal obligation of the owner(s) at the time of any such assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

D. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this document to the same extent as all other beneficiaries thereof, including each lot owner, the City of Tulsa and the supplier of any utility service within the Subdivision, and shall have the right to enforce said covenants and agreements.

A. Enforcement:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns and all parties claiming under them. Within the provisions of Subsections A, B, C and E of Section I and Subsections R and S of Section II, are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Subsection D, Private Streets, of Section I, and Subsections A and C of Section II, are established pursuant to the planned unit development provisions of the Tulsa Zoning Code and shall inure to the benefit of all owners of residential lots within the Subdivision and to the Association and shall inure to the benefit of the City of Tulsa. The remaining covenants within Section II shall inure only to the benefit of owners of residential lots within the Subdivision and the Association. If the Owner or its successors or assigns shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the Subdivision or the Association, or the City of Tulsa, as to violations of the covenants contained in Subsections A, B, C and E of Section I, and Subsections A, C, and D of Section II 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 covenants or to recover damages for such violations.

B. Duration:

These restrictions shall remain in full force and effect until January 30, 2022, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. Amendment:

The covenants contained within Subsections A and C of Section II may be amended, modified, changed or cancelled only by a written instrument signed and acknowledged by the owners of more than seventy-five per cent (75%) of the lots within the Subdivision and approved by TMAPC and the provisions of such instrument shall be binding from and after the date it is properly recorded. The remaining covenants of Section II herein established may be amended, modified, changed or cancelled only by a written instrument signed and acknowledged by the owners of more than seventy-five percent (75%) of the lots within the Subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded. The Owner shall have four (4) votes for each lot it owns in the Subdivision. Notwithstanding anything to the contrary herein, Owner reserves the right, in its sole discretion, as long as it owns any lot in the Subdivision, to amend any of the terms and conditions of Section II hereof which are not in violation of or inconsistent with PUD 548.

D. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by a final and unappealable order, judgment, or decree of any Court shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, FOREST HILLS LAND COMPANY, an Oklahoma Limited Liability Company, has executed this instrument this 18th day of August, 1997.

FOREST HILLS LAND COMPANY, L.L.C.,
an Oklahoma Limited Liability Company

By: [Signature]
Gary A. Burton President Its Manager
and duly authorized agent of Urban

Development Company

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 18th day of August, 1997, Urban Development Company personally appeared Gary A. Burton, President of to me known as the identical person who subscribed the name of Forest Hills Land Company, an Oklahoma Limited Liability Company, to the foregoing instrument as its Manager 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 Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

10/20/98

CERTIFICATE OF SURVEY

I, WILLIAM E. LEWIS, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have at the instance of the owner designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and accurate representation of said survey.

Signed and sealed at Tulsa, Oklahoma, this 18th day of [Signature], 1997.
[Signature]
Registered Land Surveyor

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STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public In and for said County and State, on this 18th day of August 1997, personally appeared WILLIAM E. LEWIS, to me known to be the identical person who executed the within and foregoing Certificate of Survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above last written.

Jerry M. Skille
Notary Public

My commission expires:

10/20/98

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the

amount of \$ 257.50 per trust receipt no. 12023
to be applied to 19 97 taxes not as yet certified to me.,

This certificate is NOT to be construed as payment of 19 97 taxes in full but is given in order that this plat may be filed of record 19 97 taxes could exceed the amount of the security deposit.

Dated Aug 29 19 97

DENNIS SEMLER
TULSA COUNTY TREASURER

By: Rogena Lukins
Deputy

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on AUG 6 1997

Gay D. Stumpf
MAPC/INCOG OFFICIAL

This approval is void if this plat is not filed in the office of the County Clerk on or before AUG 6 1998

Charles Handt
CITY ENGINEER

Approved by *C. Joe Williams* by
the Council of the City of Tulsa,
Chairman

8/28/97

Robert L. ...

Mike ...

Approved by *Donald ...*
City Attorney

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, Joan Hastings, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 29 day of Aug 1997
JOAN HASTINGS, Tulsa County Clerk

K. ...
Deputy