

Plat # 5147
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HUNTER'S POINTE II

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

SOUTHERN OAKS ESTATES II, INC., AN OKLAHOMA CORPORATION, IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 NE/4 SE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, CITY OF TULSA, TULSA COUNTY, OKLAHOMA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHEAST CORNER OF THE NE/4 NE/4 SE/4; THENCE N 89~58'00" W ALONG THE SOUTHERLY LINE OF THE NE/4 NE/4 SE/4 FOR 32.50' TO THE 'POINT OF BEGINNING' OF SAID TRACT OF LAND, THENCE CONTINUING N 89~58'00" W ALONG SAID SOUTHERLY LINE FOR 628.18' TO THE SOUTHWEST CORNER OF THE NE/4 NE/4 SE/4; THENCE N 00~10'25" E ALONG THE WESTERLY LINE OF THE NE/4 NE/4 SE/4 FOR 660.30" TO THE NORTHWEST CORNER OF THE NE/4 NE/4 SE/4; THENCE S 89~57'20" E ALONG THE NORTHERLY LINE OF THE NE/4 NE/4 SE/4 FOR 510.86' TO A POINT, SAID POINT BEING 149.92' WESTERLY OF THE NORTHEAST CORNER OF THE NE/4 NE/4 SE/4; THENCE S 08-20'54" E FOR 100.59'; THENCES 18~40'52" E FOR 317.03' TO A POINT THAT IS 32.50' WESTERLY OF AS MEASURED PERPENDICULAR TO THE EASTERLY LINE OF THE NE/4 NE/4 SE/4; THENCE S 00~10'55" W AND PARALLEL WITH SAID EASTERLY LINE FOR 260.41' TO THE 'POINT OF BEGINNING' OF SAID TRACT OF LAND.

AND

LAEL E. LONG AND EVELYN K. LONG, HUSBAND AND WIFE, ARE THE OWNERS OF THE FOLLOWING REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NE/4 OF THE SE/4 OF SECTION-21, T-18-N, R-13-E, CITY OF TULSA, TULSA COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS, TO-WIT: 'BEGINNING AT A POINT' WHICH IS THE SOUTHEAST CORNER OF SAID NE/4 OF THE SE/4; THENCE N 0~10'55" E ALONG THE EASTERLY LINE OF THE NE/4 OF THE SE/4 FOR 418.67'; THENCE N 89~49'05" W FOR 82.01 ' ; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 62.00' AND A RADIUS OF 380.69' FOR 122.92'; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 21 .00' AND A RADIUS OF 81.94' FOR 41.12'; THENCE N

53~49'05" W FOR 58.00'; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 30.00' AND A RADIUS OF 98.13' FOR 58.23'; THENCE N 87~49'05" W FOR 10.50'; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 24.50' AND A RADIUS OF 52.74' FOR 45.87'; THENCE N 47-39'05" W FOR 77.00'; THENCE N 89~49'35" W FOR 214.00' TO A POINT ON THE WESTERLY LINE OF THE SE/4 OF THE NE/4 OF THE SE/4 OF SECTION-21; THENCE S 0~10'25" W ALONG SAID WESTERLY LINE FOR 466.25' TO A POINT ON THE SOUTHERLY LINE OF THE NE/4 OF THE SE/4; THENCE S 89-58'40" E ALONG SAID SOUTHERLY LINE FOR 660.58' TO THE 'POINT OF BEGINNING' OF SAID TRACT OF LAND AND CONTAINING 285,823 SQUARE FEET OR 6.5616 ACRES MORE OR LESS.

AND

DAVID C. PUNNETT AND CHRISTINA K. PUNNETT, HUSBAND AND WIFE, ARE THE OWNERS OF THE FOLLOWING REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, TO-WIT:

COMMENCING AT THE CENTER OF SECTION-21, TOWNSHIP 18 NORTH, RANGE 13 EAST; THENCE S 89~57'20" E A DISTANCE OF 1982.33 FEET TO THE NORTHEAST CORNER OF THE W/2, NE/4, SE/4 OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 13 EAST; THENCE S 00-10'25" W A DISTANCE OF 710.30 FEET TO THE 'POINT OF BEGINNING'; THENCE S 89~58'00" EA DISTANCE OF 660.67 FEET TO A POINT ON A LINE COMMON TO SECTIONS 21 AND 22, TOWNSHIP 18 NORTH, RANGE 13 EAST; THENCE S 00-10'55" W ALONG SAID SECTION LINE A DISTANCE OF 191 .50 FEET; THENCE N 89~49'05" WA DISTANCE OF 82.01 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 62.00 FEET AND HAVING A RADIUS OF 380.69 FEET FOR A DISTANCE OF 122.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 21 .00 FEET AND HAVING A RADIUS OF 81.94 FEET FOR A DISTANCE OF 41.12 FEET; THENCE N 53~49'05" WA DISTANCE OF 58.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 30.00 FEET AND HAVING A RADIUS OF 98.13 FEET FOR A DISTANCE OF 58.23 FEET; THENCE N 87~49'05" W A DISTANCE OF 10.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A TANGENT OF 24.50 FEET AND HAVING A RADIUS OF 52.74 FEET FOR A DISTANCE OF 45.87 FEET; THENCE N 47~39'05" W A DISTANCE OF 77.00 FEET; THENCE N 89~49'35" W A DISTANCE OF 214.00 FEET; THENCE N 00~10'25" EA DISTANCE OF 144.05 FEET TO THE 'POINT OF BEGINNING', CONTAINING 2.69 ACRES, MORE OR LESS.

SOUTHERN OAKS ESTATES, INC., AN OKLAHOMA CORPORATION, LAEL E. LONG AND EVELYN K. LONG, HUSBAND AND WIFE, AND DAVID C. PUNNETT AND CHRISTINA K. PUNNETT, HUSBAND AND WIFE, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE 'OWNER/DEVELOPER'.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'HUNTER'S POINTE II', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET DEPICTED ON THE ACCOMPANYING PLAT AS 'SOUTH YALE AVENUE' 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. RESTRICTED WATER LINE EASEMENT

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT AS 'RESTRICTED WATER LINE ESMT', FOR THE LIMITED PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING PUBLIC WATER LINES TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT 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, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG THE RESTRICTED WATER LINE EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE 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, THAT WITHIN THE RESTRICTED WATER LINE EASEMENT 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.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTH, EAST, AND NORTH PERIMETER BOUNDARIES OF THE SUBDIVISION, IF LOCATED WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.
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 EASEMENTWAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
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 C 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.

D. WATER AND SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREA DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED.
3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSE 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 D SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS FACILITIES. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. SURFACE DRAINAGE

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS 'D/E.' OR 'DRAINAGE EASEMENT' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.
4. THE DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN THE RESERVE 'A' AND RESERVE 'B' AS DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION IV IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AND FACILITIES LOCATED WITHIN RESERVE 'A' OR RESERVE 'B' OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN AN EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION 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 RESERVE 'A' AND RESERVE 'B' AND EACH OF THE RESIDENTIAL LOTS, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO 1/51 OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

5. THE DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN A RESIDENTIAL LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT HIS COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OVER WHICH A 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 LOT. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

G. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH YALE AVENUE WITHIN THE BOUNDS DESIGNATED AS 'LIMITS OF NO ACCESS' (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH 'LIMITS OF NO ACCESS' MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR

MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE RESTRICTED WATER LINE, SEWER LINE OR UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, HUNTER'S POINTE II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 540) AS PROVIDED WITHIN SECTIONS 1100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), AS THE SAME EXISTED ON DECEMBER 19, 1995, WHICH PUD NO. 540 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON NOVEMBER 1, 1995, AND BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON NOVEMBER 30, 1995 THE IMPLEMENTING ORDINANCE NO. 18602 BEING ADOPTED ON DECEMBER 7, 1995, AND PUBLISHED ON DECEMBER 19, 1995; AND

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 ASSURE 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 HUNTER'S POINTE II SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED ON DECEMBER 19, 1995, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. RESIDENTIAL DEVELOPMENT AREA

LOTS 1 THROUGH 5 BLOCK 1, LOTS 1 THROUGH 12 BLOCK 2, LOTS 1 THROUGH 9 BLOCK 3 AND LOTS 1 THROUGH 25 BLOCK 4 (HEREINAFTER REFERRED TO AS THE 'RESIDENTIAL LOTS') AND RESERVE 'A', RESERVE 'B', RESERVE 'C-1 ', RESERVE 'C-2', RESERVE 'C-3', RESERVE 'C-4', RESERVE 'C-5', RESERVE 'C-6' AND RESERVE 'D' SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE - RESIDENTIAL LOTS

THE USE OF THE RESIDENTIAL LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND PURPOSES, HAVING AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES.

2. USE - RESERVE A, BAND C-1 THROUGH C-6

THE USE OF RESERVE A, RESERVE BAND RESERVES C-1 THROUGH C-6 SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING AND SCREENING AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS ASSOCIATION AS SET FORTH WITHIN SECTION IV.

3. USE – RESERVED

THE USE OF RESERVED SHALL BE LIMITED TO USE AS A WATER SUPPLY WELL FOR THE USE AND BENEFIT OF THE OWNER OF LOT 18, BLOCK 14 AND FOR OPEN SPACE AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION IV.

4. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PRIVATE STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PRIVATE STREET, AND DIRECT ACCESS FROM A LOT TO EAST 97TH PLACE SOUTH IS SPECIFICALLY PROHIBITED.

5. YARDS AND SETBACKS

A. STREET SETBACK NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC OR PRIVATE STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

B. REAR YARD. THE REAR YARD OF LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4 SHALL NOT BE LESS THAN 25 FEET IN DEPTH. THE REAR YARD OF ALL LOTS EXCEPT LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4 SHALL NOT BE LESS THAN 20 FEET IN DEPTH.

C. SIDE YARD WITHIN LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4, ONE SIDE YARD SHALL NOT BE LESS THAN 5 FEET IN WIDTH AND ONE SIDE YARD SHALL NOT BE LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN THE WIDTH OF ANY UTILITY EASEMENT LOCATED WITHIN THE LOT AND ALONG THE SIDE LOT LINE. EACH SIDE YARD OF ALL LOTS EXCEPT LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4 SHALL NOT BE LESS THAN 5 FEET IN WIDTH NO SIDE YARD SHALL BE LESS THAN THE WIDTH OF ANY UTILITY EASEMENT LOCATED WITHIN THE LOT AND ALONG THE SIDE LOT LINE.

D. DWELLING SEPARATION DWELLINGS SHALL MAINTAIN A SEPARATION OF NOT LESS THAN 10 FEET.

E. EASEMENT SETBACKS NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

6. LIVABILITY SPACE

WITHIN LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4, THERE SHALL BE PROVIDED WITHIN EACH LOT NOT LESS THAN 5,000 SQUARE FEET OF OPEN SPACE (LIVABILITY SPACE) NOT ALLOCATED TO OR USED FOR OFF-STREET PARKING OR LOADING AREAS, OR FOR VEHICULAR ACCESS TO OFF-STREET PARKING OR LOADING AREAS. WITHIN ALL LOTS EXCEPT LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4, THERE SHALL BE PROVIDED WITHIN EACH LOT NOT LESS THAN 4,000 SQUARE FEET OF OPEN SPACE (LIVABILITY SPACE) NOT ALLOCATED TO OR USED FOR OFF-STREET PARKING OR LOADING AREAS, OR FOR VEHICULAR ACCESS TO OFF-STREET PARKING OR LOADING AREAS.

7. MAXIMUM STRUCTURE HEIGHT

NO STRUCTURE SHALL EXCEED 35 FEET IN HEIGHT.

8. OTHER BULK AND AREA REQUIREMENTS

EXCEPT AS ABOVE MODIFIED, LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4 SHALL COMPLY WITH THE BULK AND AREA REQUIREMENTS OF THE RS-2 RESIDENTIAL SINGLE FAMILY DISTRICT AS SET FORTH WITHIN THE CITY OF TULSA ZONING CODE. EXCEPT AS ABOVE MODIFIED, ALL LOTS EXCEPT LOTS 3 THROUGH 5 BLOCK 1 AND LOTS 20 THROUGH 24 BLOCK 4 SHALL COMPLY WITH THE BULK AND AREA REQUIREMENTS OF THE RS-2 RESIDENTIAL SINGLE FAMILY DISTRICT AS SET FORTH WITHIN THE CITY OF TULSA ZONING CODE.

C. PRIVATE STREETS

THE STREETS, EXCEPT SOUTH YALE AVENUE, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREIN DEDICATED BY THE OWNER/DEVELOPER AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN HUNTER'S POINTE II, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS LOTS, TO AND FROM EAST 97TH PLACE SOUTH (PRIVATE STREET) AND PUBLIC STREETS, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING. AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNER'S ASSOCIATION AS SET FORTH WITHIN SECTION IV.

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 NOW EXISTING SPECIFICATIONS OF THE CITY OF TULSA APPLICABLE TO MINOR RESIDENTIAL PUBLIC STREETS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - A. QUALITY AND THICKNESS SPECIFICATIONS FOR GUTTERS, BASE AND PAVING MATERIALS;
 - B. SURFACING WIDTH OF NOT LESS THAN 26' MEASURED FROM FACE OF CURB TO FACE OF CURB;
 - C. BARRICADE CURBING; AND
 - D. VERTICAL GRADE;

PROVIDED HOWEVER, 10% VERTICAL GRADE, AND RIGHT-OF-WAY WIDTH, CONFIGURATION OF CUL-DE-SACS AND OTHER TURN AROUNDS AS DEPICTED UPON THE ACCOMPANYING PLAT ARE PERMITTED.
2. 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 EFFECTIVE USAGE OF THE PRIVATE STREETS PROVIDED HOWEVER, CUSTOMARY SECURITY GATING MAY BE INSTALLED.

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 FURTHER ACKNOWLEDGES THAT THE CITY OF TULSA, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

D. 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 CITY OF TULSA ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION WITH THE TULSA COUNTY CLERK.

E. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF TULSA ZONING CODE AS THE SAME EXISTED ON DECEMBER 19, 1995, OR AS SUBSEQUENTLY AMENDED.

SECTION III. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF HUNTER'S POINTE II, AND FOR THE PURPOSE OF MAINTAINING COMPATIBILITY OF THE IMPROVEMENTS THEREIN, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE – PLAN REVIEW.

NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY SOUTHERN OAKS ESTATES I I, INC., OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE 'ARCHITECTURAL COMMITTEE'. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER THE SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE 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 BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JANUARY, 2DDD, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE 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 2,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF (1) OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 3,200 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,800 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 PROHIBITE. 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.

THE EXTERIOR WALLS OF THE FIRST FLOOR (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, NATURAL ROCK OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. ANY EXTERIOR WALL OR CHIMNEY OF A FIREPLACE SHALL BE CONSTRUCTED OF BRICK, NATURAL STONE OR STUCCO. 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.

ALL EXTERIOR WINDOWS SHALL BE WOOD.

G. ROOF FLASHING.

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 WOOD SHINGLE, TILE OR SLATE, PROVIDED HOWEVER, IF FEDERAL, STATE OF LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A 'WEATHERED WOOD' LOOK.

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.

L. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. PERIMETER FENCING.

THE OWNER/DEVELOPER HEREIN RESERVES AN EXCLUSIVE PERPETUAL EASEMENT (WHICH MAY BE SUBSEQUENTLY ASSIGNED AND CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV) TO ERECT AND MAINTAIN FENCING, WALLS, AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO SOUTH YALE AVENUE AND ALONG THE SOUTHERLY BOUNDARIES OF LOTS 1 AND 2 BLOCK 1 AND LOTS 1 AND 2 BLOCK 3 AND ALONG THE EASTERLY BOUNDARIES OF LOTS 8 AND 9 BLOCK 4 AND THE NORTHERLY BOUNDARIES OF LOTS 1, 2, 3, 24, AND 25 BLOCK 4 WITHIN THE AREA OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT AS 'F/E' OR 'F/E FENCE EASEMENT'.

N. INTERIOR FENCING.

INTERIOR FENCING OR WALLS 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 MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. WITHIN LOTS 1 AND 2 BLOCK 1 AND LOTS 1 AND 2 BLOCK 3 AND LOTS 1, 2, 3, 24 AND 25 BLOCK 4 NO FENCES OR WALL (OTHER THAN PERIMETER FENCING OR WALLS ERECTED BY THE OWNER/DEVELOPER OR THE HOMEOWNERS' ASSOCIATION) SHALL BE ERECTED WITHIN 20 FEET OF THE BOUNDARY OF THE LOT WHICH IS PARALLEL TO AND IN COMMON WITH THE BOUNDARY OF EAST 97TH PLACE SOUTH (HEREINAFTER REFERRED TO AS THE '97TH PLACE BOUNDARY')

EXCEPT FENCES OR WALLS (HEREINAFTER REFERRED TO AS 'CROSS FENCES') MAY BE ERECTED ALONG OTHER LOT BOUNDARIES WHICH INTERSECT DIAGONALLY OR PERPENDICULARLY WITH THE 97TH PLACE BOUNDARY. CROSS FENCES WHICH EXCEED FOUR FEET IN HEIGHT SHALL HAVE A CONTINUOUS TAPER OF THE TOP ELEVATION COMMENCING AT A POINT EIGHT FEET FROM THE 97TH PLACE BOUNDARY AND EXTENDING TO A TOP ELEVATION OF FOUR FEET AT THE 97TH PLACE BOUNDARY. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING ARE SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL 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.

O. 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 AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT, SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

P. 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.

Q. RECREATIONAL VEHICLES.

BOATS, TRAILERS, CAMPERS, MOTORHOMES AND SIMILAR RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING ADJACENT LOT.

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 HUNTER'S POINTE II FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS AND APPLICABLE TO THE SUBDIVISION AS 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 PLAT 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 RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

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 IV. HOMEOWNERS' ASSOCIATION

WHEREAS, HUNTER'S POINTE II IS INTENDED TO BE DEVELOPED AS AN EXTENSION OF THE ADJOINING SINGLE FAMILY DEVELOPMENT PARTICULARLY DESCRIBED AS HUNTER'S POINTE, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT (#4042) THEREOF AND BEING HEREINAFTER REFERRED TO AS 'HUNTER'S POINTE'; AND

WHEREAS, PURSUANT TO THE DEVELOPMENT OF HUNTER'S POINTE, AN ASSOCIATION OF THE LOT OWNERS KNOWN AS HUNTER'S POINTE PROPERTY OWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE 'HUNTER'S POINTE ASSOCIATION') WAS ESTABLISHED AS SET FORTH WITHIN AN INSTRUMENT ENTITLED 'DECLARATION OF COVENANTS - HUNTER'S POINTE' (HEREINAFTER REFERRED TO AS THE 'ASSOCIATION DECLARATION') AND RECORDED IN BOOK 4504 AT PAGE 1019 OF THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA; AND

WHEREAS, PROVISION SHOULD BE MADE FOR THE ANNEXATION OF HUNTER'S POINTE II INTO THE GEOGRAPHIC JURISDICTION OF THE HUNTER'S POINTE PROPERTY OWNERS ASSOCIATION, INC. OR

ALTERNATIVELY THE FORMATION OF AN ASSOCIATION OF LOT OWNERS WITHIN HUNTER'S POINTE II;
AND

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. MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN HUNTER'S POINTE II SHALL BE A MEMBER OF THE HUNTER'S POINTE ASSOCIATION UPON THE RECORDING OF AN AMENDMENT TO THE 'ASSOCIATION DECLARATION' EFFECTUATING THE ANNEXATION OF HUNTER'S POINTE 11 INTO THE GEOGRAPHIC JURISDICTION OF THE HUNTER'S POINTE ASSOCIATION AND VESTING ASSOCIATION MEMBERSHIP IN EACH OF THE OWNERS OF RESIDENTIAL LOTS WITHIN HUNTER'S POINTE II OR ALTERNATIVELY IN THE EVENT THAT HUNTER'S POINTE II IS NOT ANNEXED AS ABOVE SET FORTH, EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN HUNTER'S POINTE II SHALL BE A MEMBER OF AN ASSOCIATION OF THE OWNERS OF RESIDENTIAL LOTS WITHIN HUNTER'S POINTE II TO BE FORMED BY SOUTHERN OAKS ESTATES II , I NC. AND TO BE EVIDENCED BY RECORDED DECLARATION. MEMBERSHIP IN THE OWNERS ASSOCIATION AS ABOVE SET FORTH SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

B. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN HUNTER'S POINTE I I SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION (AS ABOVE DESCRIBED) FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNERS OF THE RESIDENTIAL LOTS AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A RESIDENTIAL LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR

ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR THE ANY OWNER OF A RESIDENTIAL LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A RESIDENTIAL LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

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

AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS, HAVE EXECUTED THIS INSTRUMENT THIS 25TH DAY OF APRIL, 1996.

SOUTHER OAKS ESTATES II, INC.,
AN OKLAHOMA CORPORATION

BY: [Signature]
RICHARD L. DODSON, PRESIDENT

[Signature]
LAEL E. LONG

[Signature]
EVELYN K. LONG

[Signature]
DAVID C. PUNNETT

[Signature]
CHRISTINA K. PUNNETT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25TH DAY OF APRIL, 1996, BY RICHARD L. DODSON, AS PRESIDENT OF SOUTHERN OAKS ESTATES II, INC.

AUGUST 26, 1997
MY COMMISSION EXPIRES

[Signature]
NOTARY PUBLIC

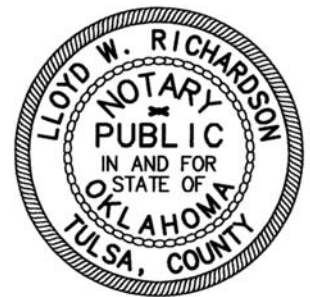


STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25TH DAY OF APRIL, 1996, BY LAEL E. LONG AND EVELYN K. LONG, AS HUSBAND AND WIFE.

 AUGUST 26, 1997
MY COMMISSION EXPIRES

Lloyd W. Richardson
NOTARY PUBLIC

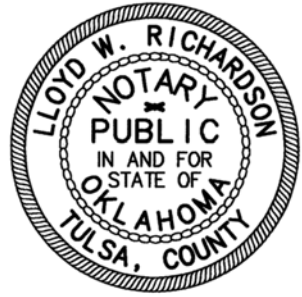


STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25TH DAY OF APRIL, 1996, BY DAVID C. PUNNETT AND CHRISTINA K. PUNNETT, AS HUSBAND AND WIFE.

 AUGUST 26, 1997
MY COMMISSION EXPIRES

Lloyd W. Richardson
NOTARY PUBLIC

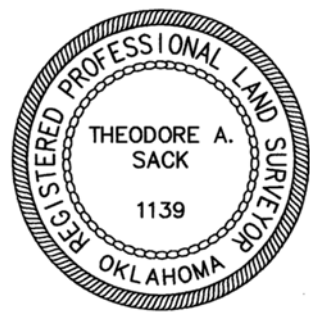


CERTIFICATE OF SURVEY

I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS 'HUNTER'S POINTE II', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 11TH DAY OF APRIL, 1996.

Theodore A. Sack
THEODORE A. SACK
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1139



STATE OF OKLAHOMA)
) SS.

COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 11TH DAY OF APRIL, 1996 BY THEODORE A. SACK.

 AUGUST 26, 1997
MY COMMISSION EXPIRES

Lloyd W. Richardson
NOTARY PUBLIC

