

Deed of Dedication and Restrictive
Covenants

Dated: August 20, 1980
Filed: September 2, 1980 at 12:10 P.M.

Plat # 4042

Hunter's Pointe

PLANNED UNIT DEVELOPMENT NO. 216
AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY,
STATE OF OKLAHOMA, A SUBDIVISION OF A PART OF
THE SE/4 OF SECTION 21, TOWNSHIP 18 NORTH, RANGE
13 EAST, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: THE NW/4 AND THE NORTH 50' OF THE SE/4
NE/4 SE/4.

**HUNTER'S POINTE
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

EAST DEVELOPMENT, INC., and TERRY L. DAVIS CONSTRUCTION, INC.
Hereinafter referred to as the "Owners" are the owners of the following described land in the
City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

The NW, SE, the W ½ NE SE, and the N 50' of the SE NE SE, Section 21, T 18 N, R 13
E, Tulsa County, Oklahoma, containing 60.9 acres more or less.

SECTION I, STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements.

The Owners, do hereby dedicate for the public use, South Yale Avenue as designated on the accompanying plat and do further dedicate for the public use the utility easements as designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public facilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each 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, together with similar rights in South Yale Avenue as shown on said Plat; PROVIDED, HOWEVER, that the Owners, hereby reserve 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 all of the public streets, alleys,

and utility easements, shown on said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat.

B. Underground Electric Service.

Overhead lines for the supply of electric service may be located along South Yale Avenue and along the North and West boundaries of the subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision. All supply lines shall be located underground, in the easement-ways reserved for general utilities services and public streets, shown on the attached plat. Service may also be located in said easement-ways.

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 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 structure.

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.

The owner of each lot shall be responsible for the protection of the underground electric facilities located on this 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 or necessitated by acts of the owner of his agents or contractors.

The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

C. Drainageway and Detention Area Easement.

Areas designated on the accompanying plat as "Drainageway Easement" are herein established by grant of the owners as perpetual easements for the common use and benefit of the owners of lots within "Hunter's Pointe" and for the benefit of the City of Tulsa, Oklahoma, for the purposes of permitting the flow, conveyance and discharge of storm water runoff from the various lots within Hunter's Pointe and from properties outside Hunter's Pointe. Areas designated on the accompanying plat as "Drainageway and Detention Area Easement," in addition to the drainageway easement grant afore-described shall include a grant by the Owners of a perpetual easement for the further purpose of construction and maintenance of storm water detention facilities. Drainage and detention facilities constructed in said easement areas shall be in accordance with standards prescribed by the City of Tulsa and plans and specifications approved by the City Engineer of the City of Tulsa.

Within the drainageway and detention easement areas, no alteration of the grades or contours shall be made nor any fence, wall, planting, building or their construction be placed or

maintained therein unless approved by the City Engineer of the City of Tulsa, provided, however, that the planting of turf or single trunk trees having a caliber of not less than 2 ½ inches shall not require the approval of the City Engineer and provided further that fencing, walls and plantings shall be permitted across those portions of the drainageway easement in which enclosed conduits have been constructed.

The property owners' association (to be formed pursuant to section III) shall maintain the drainageway and detention area and the drainage and detention facilities therein situated to the extent necessary to achieve the intended detention and drainage purpose, and may enter the easement areas and undertake said maintenance including the removal of obstructions or correction of any alterations, and assess and recover the cost thereof on a proportionate basis from the various lot owners within the subdivision.

In the event of the failure of the property owners' association to properly maintain the drainageway and detention area or any drainage or detention facility therein situated, or in the event of the placement of any obstruction within the easement area or the alteration of the grades or contours therein, or the violation of any restriction herein set forth, the City of Tulsa may enter the easement area and perform maintenance necessary to the achievement of the intended drainage and detention function and may remove any obstruction or correct any alteration of grades or contours and the cost thereof shall be paid proportionately by the lot owners. In the event a lot owner fails to pay a proportionate share of the cost of the maintenance within thirty (30) days after completion and mailing of a statement of cost to the address of the lot, the City may file of record the statement of cost and thereafter such proportionate share of costs shall constitute a lien against said lot which may be foreclosed by the City of Tulsa.

Any public rights in the detention easement may be terminated, released or cancelled upon resolution being adopted by the Board of Commissioners of the City of Tulsa.

D. Private Drainage – No Public Duty.

Nothing herein contained shall obligate or require the City of Tulsa, Oklahoma, or any other governmental entity to perform or exercise any rights which may have been granted herein pertaining to the drainage facilities of the subdivision.

E. Private Streets.

The streets as designated on the accompanying plat are herein dedicated as private streets for the common use and benefit of the owners of lots within Hunter's Pointe, their guests and invitees for the purpose of providing access to and from the various lots and for providing entrance security facilities, decorative fencing and landscaping, and are reserved for subsequent conveyance to a property owners' association to be formed for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

The Owner herein grants to the City of Tulsa, Oklahoma, the United States Postal Service and to any public utility providing 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 buy not limited to police and fire vehicles and equipment and does further grant to the City of Tulsa and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the 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 5 feet in width extending to ½ feet on each side of the utility line, cable or facility.

The owner for itself and its successors herein 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 to:

1. construct and maintain an all-weather hard surface street of not less than twenty feet in width extending the full length of the private streets depicted within the accompanying plat, except that the surfaced width of the private street adjacent to Lots 25 thru 24, Block 2 need not be greater than 18 feet.
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, specifically any fire vehicle from free usage of the private streets.

The City of Tulsa shall have no duty to maintain any private streets or have any implied obligation to accept any subsequent tender of indication of such private streets.

F. Private Septic Systems

Sewerage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Tulsa City-County Health Department. Each lot owner shall be responsible for the installation and maintenance of the septic system serving the lot and the lot area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines.

SECTION II. RESTRICTIONS

WHEREAS, Hunter's Pointe was submitted as a Planned Unit Development (designated as PUD No. 216) pursuant to Sections 1100 to 1170 of Title 42, Tulsa Revised Ordinance (Tulsa Zoning Code) as the same existed on April 26, 1979, which Planned Unit Development No. 216 was approved by the Board of Commissioners of the City of Tulsa on April 31, 1979 the implementing ordinance, No. 14416, being adopted April 24, 1979, and published April 26, 1979.

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

WHEREAS, the Planned Unit Development provisions of the Tulsa Zoning Code require the establishment of covenants of record, enforceable by the City of Tulsa, Oklahoma, 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.

A. Use of Land.

1. The development of Hunter's Pointe shall be subject to the Planned Unit Development provisions of the Tulsa Zoning Code, Sections 1100-1170, Title 42, Tulsa Revised Ordinances as the same existed on April 26, 1979.

2. Lots 1 thru 23, Block 1; Lots 1 thru 23, 25 thru 30 and 32 thru 45, Block 3; and Lots 1 thru 7, Block 3 shall be known and described as residential lots and shall be used for single-family residences and purposes but may also include accessory quarters for domestic help.

3. The aggregate number of dwelling units to be constructed within the subdivision shall not exceed 73.

4. Lots 24 and 31, Block 2, shall be used for open space, recreation, and storm water drainage and detention facilities and is reserved for subsequent conveyance to the property owners' association to be formed pursuant to Section III hereof.

B. Architectural Committee-Plan Review.

No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of EAST DEVELOPMENT, INC., TERRY L. DAVIS CONSTRUCTION, INC., or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above-named 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 the 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 their predecessors, as above set forth. In the event the Architectural 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, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval 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 constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain.

The powers and duties of the Committee or its designated representatives shall cease on 1st day of January, 1986. Thereafter, the powers and duties of the Committee shall be exercised by the property owners association hereafter provided for.

C. **Minimum Lot Size, Yards and Setbacks.**

1. **Minimum Lot Size.** No lot shall be lot-slit or resubdivided into any lot having an area of less than 22,500 square feet, provided however that a lot may be divided into a parcel having less than 22,500 sq. ft. if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two parcels is not less than 22,500 sq. ft.
2. **Street Setback.** No building shall be erected or maintained nearer to a street (public or private) than the building setback lines depicted on the plat.
3. **Side Yard.** Each lot shall maintain side yards of not less than 10 feet in width each.
4. **Rear Yard.** Each lot shall maintain a rear yard of at least 25 feet provided however that customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 10 feet to any lot line nor encroach upon any utility easement.
5. **Lot Boundary Adjustment.** Where by reason of lot-splitting or by reason of the common acquisition of adjoining lots, a lot line as originally platted divided 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 22,500 sq. ft. nor shall the number of dwelling units within Hunter's Pointe exceed 74.

D. **Floor Area of Dwellings.**

1. **Single Story.** A single story dwelling shall have at least 2,400 square feet of finished heated living area.
2. **Two-Story and Story-and-a-Half.** 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 1,800 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 2,600 square feet of finished heated living area.
3. **Computation of Living Area.** The computation of living area shall not include any basement 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 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches for at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.

4. **Waiver.** The Architectural Committee may waive, in the particular instance, the floor area requirements set out in Paragraphs 1 and 2.

E. Garage.

Each dwelling shall have a garage for at least two automobiles and the vehicular entryway of the garage shall not face the lot front, provided the facing limitation may be waived by the Architectural Committee in the particular instance.

F. Building Material Requirements.

1. **Exterior Walls.** The exterior walls of the dwelling erected on any lot shall be of at least 25% brick, 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 gabletype roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gabletype 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.
2. **Roofing.** The roof of the dwelling erected on any lot shall be wood shingle, cement tile, clay tile, or slate.
3. **Waiver.** The Architectural Committee may waive, in the particular instance, the building material requirements set out in paragraphs 1 and 2.

G. Commercial Structures.

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot.

I. Livestock and Poultry Prohibited.

No animals, livestock, or poultry 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 commercial purposes.

I. Noxious Activity.

No noxious or offensive trade or activity shall be carried on 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.

J. 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 or rental of a property are permitted, provided they do not exceed 9 square feet in display surface area.
2. During the development period of Hunter's Pointe, signs advertising the subdivision or the initial offering of a lot may be located at the entrances to Hunter's Pointe.
3. Permanent signs identifying the subdivision may be located within the private street right-of-way at the entrances to Hunter's Pointe.

K. Existing Building.

No existing erected building of any sort may be moved onto or placed on any lot.

L. Temporary Structures and Outbuildings.

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.
2. Any building which is detached from the principal dwelling structure 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 specifications and design thereof are approved by the Architectural Committee as provided within Subsection B of Section II.

M. Vehicle Storage and Parking.

No operative 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 sufficiently to prevent any view thereof from any street within Hunter's Pointe.

N. Antennas.

No exterior radio or television tower, aerial, or antenna shall be located upon any lot.

O. Fences or Walls.

Fences or walls, situated upon residential lots, shall comply with the following:

1. No such fence or wall shall exceed 6 feet in height. Fences or walls situated within 25 feet of Lots 24 and 31, Block 2, shall not exceed 3 feet in height and shall be limited to decorative, non-view obscuring design. No fence or wall shall be erected or maintained nearer to the streets within the subdivision than the building setback lines depicted on the plat.

2. Fences or walls shall be of wood, brick, stone, stucco or wrought iron, or chain link if the supporting posts and top railing are of wood or masonry.
3. No fence or wall shall be erected on any lot until the specifications and design thereof are approved by the Architectural Committee as provided within Subsection B of Section II, and the Architectural Committee may waive in the particular instance, the requirements or limitations set forth in Paragraphs 1 and 2 of this Subsection O.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. Formation of Owners' Association.

The Owners have formed or shall cause to be formed the Hunter's Pointe Property Owners' Association, Inc., (hereinafter referred to as the Association) a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purpose of maintaining the streets and other common areas and enhancing the value, desirability and attractiveness of the Hunter's Pointe subdivision.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot 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 shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments.

The Owners, and each subsequent owner, of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, not to exceed \$20.00 per month per lot owned provided however the Board of Directors may increase each year subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any of the Consumer Price Index occurring over the 12 months ending 60 days prior to the current assessment period or 5%, whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Annual assessments exceeding the amount above set forth shall require the assent of 75% of the lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of the 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, to the same extent as a lot owner, of the various

covenants within this document contained and shall have the right to enforce said covenants and agreements.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement.

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owners, their successors and assigns and all parties claiming under them. The covenants contained in 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 lots within the subdivision and shall inure to the benefit of the City of Tulsa, Oklahoma. The remaining covenants shall inure to the benefit of all owners of lots within the subdivision. If the undersigned Owners, or their successors or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any lot situated within the subdivision or the City of Tulsa as to violations of the covenants contained in Section I and Subsections A and C 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 October 1, 2004 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 Section I and Subsections A and C of Section II may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the Tulsa Metropolitan Area Planning Commission, or its successor, after the date it is properly recorded. The remaining covenants herein established may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date 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 of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: EAST DEVELOPMENT, INC. and TERRY L. DAVIS CONSTRUCTION, INC. have executed this instrument this 20th day of August, 1980.

(Seal)
ATTEST:
[Signature]
Asst. Secretary

EAST DEVELOPMENT, INC.
by: [Signature]
President

(Seal)
ATTEST:
[Signature]
Secretary

TERRY L. DAVIS CONSTRUCTION, INC.
by: [Signature]
President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned Notary Public, in and for said County and State on this 20 day of Aug., 1980, personally appeared Terry L. Davis, to me known to be the identical person who subscribed the name of Terry L. Davis Construction, Inc., the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes th set forth.

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

[Signature]
Notary Public

My Commission Expires:
Feb. 4, 1981

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned Notary Public, in and for said County and State on this 20 day of Aug., 1980, personally appeared Donald West, to me known to be the identical person who subscribed the name of East Development Inc., the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set for

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

[Signature]
Notary Public

My Commission Expires:
Feb. 4, 1981

CERTIFICATE OF SURVEY

I, William E. Lewis, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have, at the instanc the owners designated above, made the above described survey, and that the accompanying plat is a true and correct representation said survey.

Signed and sealed this 20th day of August, 1980.

[Signature]
Registered Land Surveyor

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of August, 1980, personally appeared William E. Lewis, known to me to be the identical person who executed the within and foregoing instrument 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 written.

[Signature]
Notary Public

My Commission Expires:
Feb. 4, 1981