

THE RESERVE AT STONEBROOKE
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
PLANNED UNIT DEVELOPMENT No. 739

KNOW ALL MEN BY THESE PRESENTS:

Stonebrooke Development Group, L.L.C., hereinafter referred to as the "Owner/Developer" 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 located in the SE/4 of Section 11, T-18-N, R-12-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Southeast corner of Section 11, an ODOT Brass Cap;

Thence N 89°48'30" W along the south line of the SE/4 of Section 11 a distance of 279.95 feet to the "Point of Beginning";

Thence continuing N 89°48'30" W along the south line of the SE/4 of Section 11 a distance of 1521.81 feet;

Thence N 00°11'30" E and perpendicular to the south line of the SE/4 of Section 11, a distance of 50.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of N 89°48'30" W, a central angle of 90°00'00", a radius of 30.00 feet and an arc length of 47.12 feet;

Thence N 00°11'30" E a distance of 175.88 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 15°53'46", a radius of 245.00 feet and an arc length of 67.97 feet;

Thence N 16°05'16" E a distance of 60.49 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 10°17'12", a radius of 255.00 feet and an arc length of 45.78 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with an initial tangent bearing of S 05°48'05" W, a central angle of 79°42'48", a radius of 25.00 feet and an arc length of 34.78 feet;

Thence S 73°54'44" E a distance of 274.11 feet;

Thence N 16°05'16" E a distance of 89.20 feet;

Thence N 69°28'02" E a distance of 520.61 feet;

Thence N 38°45'01" E a distance of 397.44 feet;

Thence N 31°00'58" W a distance of 127.77 feet;

Thence N 89°54'54" E a distance of 547.25 feet;

Thence S 00°05'06" E a distance of 192.79 feet;

Thence S 16°24'32" E a distance of 209.52 feet;

Thence S 06°40'43" W a distance of 577.37 feet to a point that is 50.00 feet measured perpendicular to the south line of the SE/4 of Section 11;

Thence S 00°11'30" W a distance of 50.00 feet to the "Point of Beginning".

Said tract contains 1,067,157 square feet or 24.4986 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 89°48'30" W along the south line of the SE/4 of Section 11, T-18-N, R-12-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

and has caused the above described land to be surveyed, staked, platted, subdivided into thirty nine (39) lots and two (2) blocks, in conformity with the accompanying plat, and has designated the subdivision as "THE RESERVE AT STONEBROOKE", a subdivision in the City of Tulsa, Tulsa County, Oklahoma.

SECTION I. EASEMENTS, AND UTILITIES

1.1 Public Streets and Utility Easements

The Owner/Developer does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner/Developer does hereby dedicate to the public the utility easements designated 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, manholes 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 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 relaying 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 accompany plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction.

1.2. Underground Service

1.2.1 Street light poles or standards shall be served by underground cable. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

- 1.2.2 Underground service cables and gas service lines to all structures which are located within the subdivision may be run from the nearest gas main, 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 or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- 1.2.3 The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways 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, cable television or gas facilities installed by the supplier of the utility service.
- 1.2.4 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, cable television or gas facilities. Each 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.
- 1.2.5 The foregoing covenants set forth in this sub-section 1.2 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.3 Gas Service

- 1.3.1 The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- 1.3.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity that would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or its agents or contractors.
- 1.3.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.4 Water, Sanitary Sewer, and Storm Sewer Service

- 1.4.1 The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on his lot.
- 1.4.2 Within the utility easement, restricted waterline, sanitary sewer, storm sewer and drainage easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity that would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.
- 1.4.3 The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.4.4 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, sanitary sewer, or storm sewer facilities.

1.4.5 The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Tulsa, Oklahoma, or its successors, and the owner of the lot agrees to be bound.

1.5 Lot 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 private 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 1.5 shall be enforceable by any affected lot owner and by the City of Tulsa, Oklahoma.

1.6 Paving and Landscaping within Easements

The owner of the lots shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the lot. In the event that it is necessary to repair any underground water, sanitary sewer, storm sewer, electric, natural gas, cable television or telephone service.

1.7 Reservation of Rights and Covenant as to Obstructions

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 and to areas outside of 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.

1.8 Utility Easement Dedication

The dedication of street rights of way and utility easements to the public, contained in this Section I., shall not take effect until the filing by the City of Tulsa, Oklahoma (on behalf of the public) in the Tulsa County Clerk's office of a separate instrument entitled "Formal Acceptance" or similar wording, formally accepting the dedications and infrastructure. However, the rights and uses outlined herein necessary for the installation by private utilities of their facilities, i.e., electric, gas, telephone and communication, et. al., exclusive of those owned by the City of Tulsa, shall be in effect to allow access for surveying, excavating for, construction, operating, and maintaining such facilities until the City files its formal acceptance and these rights and uses are subsumed by the public dedication.

1.9 Reserve "A" - Private Streets

1.9.1 The use of Reserve "A" shall be limited to use for private streets, open space, landscaping, entry features, subdivision identification signs, sidewalks, stormwater drainage collection and conveyance and utilities is reserved for subsequent conveyance to the Owners' Association to be formed pursuant to Section III and Section VI hereof, for the purposes of administration and maintenance of the private street and other common areas of the subdivision.

- 1.9.2 The streets within Reserve "A", as designated on the accompanying plat, are herein established by grant of the Owner/Developer as a private street for the common use and benefit of the owners of the residential lots, their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various residential lots to and from public streets.
- 1.9.3 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 street and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment.
- 1.9.4 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:
- 1.9.4.1 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 standards for minor residential streets:
- a. Surfacing width shall be not less than 26 feet measured from face of curb to face of curb, except in the turn-around areas which shall not be less than 20 feet from face of curb to face of curb.
 - b. Streets shall be curbed.
 - c. Gutters, base and paving materials shall be of a quality and thickness meeting the now existing standards of the City of Tulsa, Oklahoma for minor residential streets.
 - d. The vertical grade of the street shall not exceed 8%.
- 1.9.4.2 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 free usage of the private street.
- 1.9.4.3 Secure inspection by the City of Tulsa, Oklahoma of the private streets and secure certification by the City of Tulsa, Oklahoma that the private streets have been constructed in accordance with the standards above set forth, or if the City of Tulsa, Oklahoma declines to inspect the private streets, certification shall be secured from a registered professional engineer that the private streets were constructed in accordance with the standards above set forth, and the required certification shall be filed with the Tulsa Metropolitan Area Planning Commission prior to the issuance of a building permit for any lot that derives its access from a private street.
- 1.9.5 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 standards as to width of right-of-way, and further acknowledges that the City of Tulsa, Oklahoma shall have no duty to maintain the private streets within the subdivision, nor have any implied obligation to accept any subsequent tender of dedication of the private streets within the subdivision.

1.10 Reserve "C" - Overland Drainage Easement

- 1.10.1 The Owner/Developer does hereby dedicate to the City of Tulsa, Oklahoma for public use (subject to easements of record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as Reserve "C" (hereinafter referred to as the "floodplain easement area") for the purposes of protecting and providing access to the 100-year floodplain located within Reserve "C". The floodplain easement area is hereby established to 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.

- 1.10.2 Reserve Area "C" shall remain as natural unimproved areas excepting that area located with the overland drainage easement established with subsection 1.10 hereof and provided that removal of underbrush and grounds maintenance shall be permitted. Supplemental landscaping may be permitted if it does not impair the drainage of storm and surface waters over and across Reserve "C". Written permission from the City of Tulsa Public Works Department is required. Notwithstanding that the owner of Reserve "C" shall maintain the reserve as natural unimproved areas, the owner shall nonetheless comply with all state statutes and ordinances of the City of Tulsa regulating the existence of public and private nuisance.
- 1.10.3 The owner of Reserve "C" shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the reserve. In the event THE RESERVE AT STONEBROOKE OWNERS' ASSOCIATION, INC., should fail to properly maintain the floodplain easement area or, the event of the placement of an obstruction within, or the alteration of the grade or contour within the easement area, the City of Tulsa, Oklahoma, or its designated contractor may enter 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 RESERVE AT STONEBROOKE OWNERS' ASSOCIATION. In the event the 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 each lot with "THE RESERVE AT STONEBROOKE," provided however, the lien against each lot shall not exceed that lot's prorata portion of the costs. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

1.11 Sidewalks

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Tulsa engineering design standards. The Owner/Developer shall construct required sidewalks along the private street reserve areas, within reserve areas, common areas and along arterial street frontages of abutting lots having access onto minor streets. Where sidewalks are not constructed by the Owner/Developer, the builder of each lot shall construct the required sidewalk.

1.12 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West 81st Street South, South Houston Avenue and West 80th Street South within the bounds designated as "Limits of No Access" on the accompanying plat, which "Limits of No Access (L.N.A.)" 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 thereto, and the limits of no access established shall be enforceable by the City of Tulsa.

1.13 Restricted Waterline Easement

The Owner/Developer does hereby dedicate for public use perpetual easements on, over, and across those areas depicted on the accompanying plat as "20' Restricted Waterline Easement" for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing waterlines together with all fittings including the pipes, valves, meters and equipment and other appurtenances thereto together with rights of ingress and egress to and upon the easement for the uses and purposes aforesaid.

SECTION II. RESERVE AREAS

2.1 Use of Land

- 2.1.1 Reserve Area "A"
Reserve Area "A" shall be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, sidewalks and open space and is reserved for subsequent conveyance to the Owners' Association to be comprised of the owners of the residential lots within THE RESERVE AT STONEBROOKE as set forth within Section III and VI hereof.
- 2.1.2 Reserve Area "B"
Reserve "B" shall be used for emergency access only. There shall not be any obstructions whatsoever allowed in this area except that a gate may be installed in the boundary wall of the subdivision. The ends of this Reserve Area shall not be obstructed in any way which would prevent emergency vehicles from accessing the subdivision through this Reserve Area. This Area is reserved for the subsequent conveyance to the Owners' Association to be comprised on the Owners of the residential lots within THE RESERVE AT STONEBROOKE as set forth within Section III and VI hereof.
- 2.1.3 Reserve Areas "C" and "D"
Reserve Areas "C" and "D" shall be used for open space, signage, landscaping, walls, fencing, drainage, recreation, overland drainage, stormwater drainage, utilities, sidewalks, and ingress and egress and is reserved for subsequent conveyance to the Owners' Associations, as set forth within Section III and VI hereof. Reserve "C" shall be conveyed to THE RESERVE AT STONEBROOKE OWNERS' ASSOCIATION, INC., and Reserve "D" shall be conveyed to STONEBROOKE OWNERS ASSOCIATION, INC.
- 2.2 All Reserves
- 2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the appropriate Owners' Association.
- 2.2.2 In the event the Owners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Tulsa, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Owners' Association.
- 2.2.3 In the event the Owners' 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, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development. Such costs of maintenance shall become a lien on all the residential lots as hereinafter defined, which may be foreclosed by the City of Tulsa, Oklahoma.
- 2.2.4 THE RESERVE AT STONEBROOKE OWNERS' ASSOCIATION INC., shall be responsible for maintenance of Reserves "A", "B", and "C". The STONEBROOKE OWNERS' ASSOCIATION, INC., shall be responsible for maintenance of Reserve "D".

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE RESERVE AT STONEBROOKE was submitted as Planned Unit Development No. 739, Sections 1100-1170 of Title 42, Tulsa Revised Ordinances, City of Tulsa, Oklahoma, as the same existed on November 21, 2002, and was approved by the Tulsa Metropolitan Area Planning Commission on April 4, 2007, and by the City of Tulsa City Council on May 3, 2007, 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 by the Owner/Developer, any person owning the lot or a parcel in THE RESERVE AT STONEBROOKE, and by the City of Tulsa as hereinafter set forth.

3.1 General Standards

The development of "THE RESERVE AT STONEBROOKE" shall be subject to the planned unit development provisions of the Tulsa Zoning Code, as such provisions existed November 21, 2002, or as may be subsequently amended.

3.2 Development Standards

3.2.1 Use of Land

The intended use is for single-family detached dwellings which shall be governed by the use and development regulations of the RS-3 District except as herein modified.

3.2.2 Development Standards

3.2.2.1 Permitted Uses: Single-Family detached dwellings and Customary Accessory Uses*

3.2.2.2 Maximum Number of Lots 43

3.2.2.3 Minimum Lot Size 11,500 sq. ft.

3.2.2.4 Minimum Lot Frontage 80 ft.**

3.2.2.5 Minimum Livability Space 4,000 sq. ft.

3.2.2.6 Maximum Building Height 45 ft.
Accessory Buildings 35 ft.

3.2.2.7 Minimum Building Setbacks:

Front Yard	25 ft.
Corner Lot Side Yard	20 ft.
Rear Yard	20 ft.
Side Yard	7.5 ft./7.5 ft.

* Detached accessory buildings, such as a garage, including one living or servants quarters per lot may be permitted. Any accessory living or garage quarters may include a bath or kitchen provided that such quarters may only be occupied by servants or by members of the family related by blood, adoption or marriage. Such living quarters must be a part of the accessory garage structure. The living area of any such quarters, exclusive of the accessory building of which it is a part, shall not exceed 1,100 square feet.

** Measured as the lot width at the midpoint between the front and rear lot lines.

3.2.3 Detailed Site Plan Approval:

No building permit shall be issued for an entry gate or guardhouse until a detailed site plan has been submitted to and approved by the Tulsa Metropolitan Area Planning Commission.

- 3.2.4 Owners' Association
THE RESERVE AT STONEBROOKE OWNERS' ASSOCIATION, INC., shall be created and vested with sufficient authority and financial resources to properly maintain all private streets and common areas including any security gates, guardhouses, or other commonly owned structures within THE RESERVE AT STONEBROOKE.
- 3.2.5 Lot Split and/or Lot Combination
Lot splits may be allowed as long as the remainder lot is not less than 12,000 square feet and meets the development standards of the approved PUD and the total lots do not exceed the maximum 43 units. Lot combinations may also be permitted to allow dwelling units to include multiple lots and allow buildings to be built over lot lines provided the lots are tied together and buildings do not encroach on any platted utility easements.

SECTION IV.
PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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.

4.1 Use of Land

- 4.1.1 The use of lots shall be limited to use for single family detached dwellings and customary accessory uses, having a garage providing space for a minimum of three (3) automobiles.
- 4.1.2 No noxious or offensive activity shall be carried on, maintained, or permitted in the Subdivision, nor shall anything be done therein which shall become an annoyance or nuisance to the neighborhood.
- 4.1.3 The Owner/Developer herein establishes and reserves for the Owners' Association, an easement to erect and maintain fencing, walls, and landscaping along the boundary of the subdivision within the maintenance easement depicted on the accompanying plat as "F&L/E".
- 4.1.4 Privacy fencing shall be constructed of wood pickets with the good side facing the street or adjacent reserve area; where metal fence posts are used the good side of fence shall face to the outside of the lot in all directions. Wood post and wood rail chain link fencing (with black plastic coating) shall be allowed. Wood privacy fencing and post and rail chain link fencing shall not extend past the front part of the house adjacent to each side lot line. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Committee. There shall be no fencing in the rear 17.5 feet of Lots 1 through 8 of Block 1, with the following exceptions. Side property line fences shall be allowed provided they meet all other fencing requirements. Additionally, any side fences are required to either step down or consistently taper down from its original height to meet the height of any rear lot boundary fence. The step down or taper must begin no closer than 17.5 feet from the rear boundary. All rear lot boundary fencing on these lots shall be of a wrought iron type and must be approved by the Architectural Committee.
- 4.1.5 No trailer, mobile home, vehicular dwelling, tent, shack, barn, or other outbuilding or any used structure whatsoever shall be moved onto, erected, maintained, or used in the Subdivision, temporarily or permanently or by any party whomsoever. However, permanent outbuildings may be constructed utilizing all the same exterior materials/colors as the residence, and with similar architectural design/style, if pre-approved by the Architectural Committee.

- 4.1.6 No animals, including livestock and poultry, shall be raised, bred, or kept on any lot at any time, except that dogs, cats, or other common household pets (which are not used, bred, or maintained for any commercial purpose) may be kept. All such household pets shall be restrained in such a manner as will prevent them from entering upon neighboring lots. All owners shall comply with all applicable ordinances of the City of Tulsa.
- 4.1.7 No boats, trailers, recreational vehicles, pickup campers, race cars, inoperative vehicles, debris, and similar items may be parked or kept for periods of time in excess of 48 hours on the streets of the subdivision or on any lots or driveways of the subdivision, unless parked within an enclosed garage. All vehicles shall be parked on concrete surfaces. No vehicles of any nature, operative or inoperative, including those owned by residents shall be parked in the Reserve Area "A", (Private Streets), on a "day to day" or permanent basis. Guest parking is allowed on a temporary basis.
- 4.1.8 No sign shall be displayed to public view on any lot other than those announcing the sale of the home or lot by the homeowner, developer, builder, or a realtor. These signs shall not exceed six (6) square feet. Any exception must be approved by the Architectural Committee.
- 4.1.9 No visible radio or television antennae shall be permitted on any residence or lot. Satellite receiver dishes, not to exceed twenty four inches (24") in diameter, may be installed on any lot a) in the back yards at a height not to exceed six (6) feet from ground level, b) on the rear or side walls of a residence, or c) on the portion of the roof of a residence facing the back or side yards. All plans for television receiver dish installation shall be submitted to the Architectural Committee for approval prior to installation.
- 4.1.10 Model homes may be built by builders owning lots in the subdivision and may utilize the garages as sales offices temporarily until the home is occupied as a residence, at which time the garage shall be reverted to its intended use.
- 4.1.11 Above ground swimming pools are permitted provided they are temporary and less than eight feet (8') in diameter (outside dimension). No other above ground pools shall be allowed. This covenant does not prohibit above ground hot tubs or spas.
- 4.1.12 Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis. No lot shall be used for the storage of construction materials for a period of greater than thirty (30) days.
- 4.1.13 All outside trash receptacles, HVAC condensing and mechanical units shall be located outside public view or screened from public view. The type of screening shall be architecturally compatible with the residence or an acceptable type of privacy fencing.
- 4.2 Building Restrictions
- 4.2.1 Each residence constructed shall contain at least 3,500 square feet of finished heated living area (measured to outside of masonry). All areas included in calculation are exclusive of any garage, attic, unfinished basement, patio, terrace, covered porch, or area with ceiling height less than five (5) feet.
- 4.2.2 Unless otherwise specifically approved by the Architectural Committee, masonry veneer shall cover 100% of the exterior walls surfaces of structures from first floor plate height to grade except those areas under covered porches or patios. Accepted masonry materials shall include brick, stone, and stucco.
- 4.2.3 All roofing shall be Tamko Heritage II "Weathered Wood" architectural composition shingles or equivalent. All roof pitches shall be a minimum of 9/12 over 75% of the roof area. Any other roofing materials must be approved by the Architectural Committee.

- 4.2.4 A four foot (4') wide concrete sidewalk, located four feet (4') from the back of the curb must be installed and maintained parallel with the private streets on all lots. Sidewalks must align with sidewalks on adjacent lots.
- 4.2.5 Any exposed foundation or stemwall wall shall be covered with brick, stone, or stucco. No retaining walls shall be constructed on any lot until a site plan has been approved by the Architectural Committee. Site plan must show the residence, drainage concept, and the proposed location and height of retaining walls and the type and color of building materials. No railroad ties are permitted.
- 4.2.6 All chimney structures shall receive a copper or painted galvanized metal chimney shroud constructed in accordance with the approved designs of the Architectural Committee.
- 4.2.7 All metal dormers or other roof elements shall be fabricated of copper or galvanized metal, painted to match shingle color. All other exposed galvanized roofing metal, vent pipes, and P.V.C. plumbing vent pipes shall be painted to match a shingle color.
- 4.2.8 Window frames may be of wood, vinyl, or aluminum construction. All aluminum framed windows shall be painted. Mill finish aluminum windows shall not be permitted.
- 4.2.9 All garages shall have overhead garage doors for access and closure. These may be constructed of wood, vinyl, or steel construction with no window elements included unless prior approval is obtained from the Architectural Committee. Garages shall be enclosed and carports are prohibited. Garages may not be converted to living areas.
- 4.2.10 Each residence shall have a garage providing for a minimum of three (3) automobiles. Each residence shall have a maximum of thirty (30) feet of garage door opening facing the abutting street(s), unless prior approval is obtained from the Architectural Committee. Driveways shall be of concrete and shall not exceed the overall width of the garage.
- 4.2.11 All 4' X 8' wood, masonite, or stucco board siding must have textured face and all joints must be batted.
- 4.2.12 Mailboxes shall conform in design to the specific design as designated by the Architectural Committee.
- 4.2.13 No primary residence shall exceed forty five feet (45') in height and no accessory building shall exceed thirty five feet (35') in height.
- 4.2.14 The front of each residence shall be sodded and landscaped within thirty (30) days of completion of the home. Plant material shall be sufficient in size, quantity, and spacing to achieve a full foundation planting across the entire front elevation of the home. If a foundation area is two feet (2') wide or less, plantings are not required in that area. The owner of each lot shall be required to install a minimum of one tree in the front yard with a minimum caliper of two inches (2") if there are no pre-existing trees of such size.
- 4.2.15 Seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items (such as flagpoles, statuary, fountains, or ornamental lighting, etc.) must be pre-approved by the Architectural Committee.
- 4.2.16 Basketball goals, swing sets, soccer goals, trampolines or other playground equipment are not allowed in the front yards or side yards.

4.3 Fronting and Access Limitations

Each dwelling shall front an interior private street and derive its access solely from an interior private street.

4.4 Yards and Setbacks

- 4.4.1 No building shall be erected nearer to a private street than the building setback lines depicted on the accompanying plat.
- 4.4.2 Each side yards shall be no less than the greater of seven and one half feet (7.5') in width or the width of any utility easement located within the lot and along the side lot line.
- 4.4.3 Dwellings shall maintain a separation of not less than fifteen feet (15').
- 4.4.4 No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
- 4.4.5 Rear setback shall be governed by building line designated on plat and City of Tulsa zoning regulations.

SECTION V.
ARCHITECTURAL COMMITTEE

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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.

5.1 Architectural Committee - Plan Review

- 5.1.1 No residence, outbuilding, improvements, driveway, fence, wall, satellite receiver dish, 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 Stonebrooke Development Group, L.L.C., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each residence or out building, the required plans and specifications shall be submitted in duplicate and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and exterior color scheme.
- 5.1.2 The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
- 5.1.3 The Architectural Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting, and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Committee reserves the authority to review, approve, modify, or reject the type of landscaping or landscape design items which may be placed

in public view by any lot owner and determined in the discretion of the Architectural Committee to be incompatible with the overall landscape standards of THE RESERVE AT STONEBROOKE.

5.1.4 The powers and duties of the Architectural Committee shall, on the 1st day of January, 2012, be deemed transferred to the Owners' Association (THE RESERVE AT STONEBROOKE OWNERS' ASSOCIATION, INC.) provided for in Section III., or upon written assignment to the Owners' Association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Owners' Association, or their designees.

5.1.5 The Architectural Committee reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as Stonebrooke Development Group, L.L.C., is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within this Section V., by instrument duly executed and acknowledged by them as the Architectural Committee and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma.

SECTION VI. OWNERS' ASSOCIATION

6.1 Formation of Owners' Association

The Owner/Developer has formed or caused to be formed The Reserve At Stonebrooke Owners' Association, Inc., (hereinafter the "Owners' Association"), consisting of all owners of residential lots within THE RESERVE AT STONEBROOKE, established in accordance with the statutes of the State of Oklahoma for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of THE RESERVE AT STONEBROOKE.

6.2 Membership

Every person or entity who is a record owner (herein referred to as a "lot owner") of the fee interest of a residential lot platted as part of THE RESERVE AT STONEBROOKE subdivision, shall be a member of **TWO (2) Owners' Associations** and shall be subject to assessment by **BOTH Owners' Associations** for maintenance of common areas within all the Stonebrooke subdivisions, (STONEBROOKE PARK, STONEBROOKE GLEN, STONEBROOKE ESTATES and THE RESERVE AT STONEBROOKE). Membership shall be appurtenant to and may not be separated from the ownership of a lot. The two (2) Owners' Associations are **The Reserve At Stonebrooke Owners' Association, Inc.**, and **Stonebrooke Owners' Association, Inc.**

6.3 Covenant for Assessments

Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the **BOTH Owners' Associations** assessments to be established by the Owner/Developer in accordance with this Deed of Dedication and Restrictive Covenants or any subsequent declaration that is executed and recorded by the Owner/Developer or by the Board of Directors, in accordance with the Bylaws of the Owner's Association, as the case may be. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty (30) days of the date that notification of the assessment is mailed to a lot owner, shall accrue interest at the rate of 18% per annum. The lien may be foreclosed in the same manner as a mortgage lien. The Owners' Association shall be entitled to recover all court costs and other costs of foreclosure, including reasonable attorney fees.

6.4 Maintenance of Sidewalks

The Owners' Association shall be responsible for the maintenance of the sidewalks located within the reserve areas, common areas and along the arterial street frontages of abutting lots having access onto minor

streets. The maintenance of the sidewalks located on lots within the subdivision shall be the responsibility of the individual lot owner.

SECTION VII.
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

7.1 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. 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 III. 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' Association and the owners of the lot or a parcel herein. 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 City of Tulsa, the Owners' Association, or any owner of a lot 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. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section IV. Private Building and Use Restrictions, it shall be lawful for the Owners' Association, or any owner of a lot 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 Owners' Association, or a lot owner which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

7.2 Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

7.3 Amendment

The covenants contained within Section I. Easements, and Utilities and Section II. Reserve Areas, 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 III. Planned Unit Development Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the affected lot in "THE RESERVE AT STONEBROOKE" and approved by the Tulsa Metropolitan Area Planning Commission, or its successor. 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. The "lot owners" may amend, revise or abolish any provision of Section IV. Private Building and Use Restrictions with a vote of a minimum of 60% of the "lot owners" favoring the proposed amendment, revision or abolishment, except as provided for in the following: The Stonebrooke Development Group, L.L.C., reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as Stonebrooke Development Group, L.L.C. is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within Section IV. Private Building and Use Restrictions by instrument duly executed and acknowledged by them and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma. 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.

7.4 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.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 12th day of October, 2009.

Stonebrooke Development Group, L.L.C.

By: Randy Branstetter, Manager

State of Oklahoma)
) s.s.
County of Tulsa)

This instrument was acknowledged before me this 12th day of October 2009, by Randy Branstetter, Manager of Stonebrooke Development, Group, L.L.C.

Tamra L. Rowan, Notary Public
My commission no. 08000235
expires January 04, 2012.

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "THE RESERVE AT STONEBROOKE", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 12th day of October, 2009.

Jerry W. Ledford
Registered Professional Land Surveyor

State of Oklahoma)
) s.s.
County of Tulsa)

Before me the undersigned, a notary public in and for said county and state, on this 12th day of October, 2009, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the 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.

Tamra L. Rowan, Notary Public
My commission no. 08000235
expires January 04, 2012.