

**STONEBROOKE ESTATES**  
**DEED OF DEDICATION**  
**AND**  
**RESTRICTIVE COVENANTS**

Updated June 26, 2019

KNOW ALL MEN BY THESE PRESENTS:

Stonebrooke Development Group, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "OWNER/DEVELOPER", is the owner of the following described land 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 South Quarter Corner of Section 11, an ODOT Brass Cap;

Thence N 00E02'26" W along the west line of the SE/4 of Section 11 a distance of 60.70 feet to a point that is 60.70 feet measured perpendicular to the south line of the SE/4 of Section 11, said point being also the "Point of Beginning";

Thence N 00E02'26" W along the west line of the SE/4 of Section 11 a distance of 1024.45 feet to the most westerly southwest corner of Reserve "C", "Stonebrooke Glenn", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6073, as filed in the records of the Tulsa County Clerk=s office;

Thence S 55E47'29" E along the southerly line of Reserve "C", "Stonebrooke Glenn", a distance of 42.97 feet;

Thence N 63E04'15" E along the southerly line of Reserve "C", "Stonebrooke Glenn", a distance of 248.80 feet to the most westerly line of the Stormwater Detention Easement of "Stonebrooke Park", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5847, as filed in the records of the Tulsa County Clerk=s office;

Thence along the westerly line of the Stormwater Detention Easement of "Stonebrooke Park", and along a non-tangent curve to the left with an initial tangent bearing of S 16E26'02" E, a central angle of 14E28'05", a radius of 270.00 feet and an arc length of 68.18 feet;

Thence N 61E47'06" E along the southerly line of the Stormwater Detention Easement of "Stonebrooke Park", and not tangent to the previous curve, a distance 120.79 feet;

Thence S 59E45'12" E along the southerly line of the Stormwater Detention Easement of "Stonebrooke Park", a distance of 103.94 feet;

Thence S 84E12'55" E along the southerly line of the Stormwater Detention Easement of "Stonebrooke Park", a distance of 117.94 feet;

Thence N 69E54'34" E along the southerly line of the Stormwater Detention Easement of "Stonebrooke Park", a distance of 187.69 feet;

Thence N 55E18'25" E along the southerly line of the Stormwater Detention Easement of "Stonebrooke Park" and along the southerly line of Reserve "A", "Stonebrooke Park" a distance of 579.88 feet;

Thence N 90E00'00" E along the southerly line of Reserve "A", "Stonebrooke Park", a distance of 255.00 feet;

Thence S 43E41'28" E along the southerly line of Reserve "A", "Stonebrooke Park", a distance of 484.50 feet; Thence S 00E05'06" E along the southerly line of Reserve AA", "Stonebrooke Park", a distance of 140.00 feet to the most southerly southwest corner of Reserve "A", "Stonebrooke Park";

Thence S 31E00'58" E a distance of 127.77 feet;

Thence S 38E45'01" W a distance of 397.44 feet;

Thence S 69E28'02" W a distance of 520.61 feet;

Thence S 16E05'16" W a distance of 89.20 feet;

Thence N 73E54'44" W a distance of 274.11 feet to tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 79E42'48", a radius of 25.00 feet and an arc distance of 34.78 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 5E48'05" W, a central angle of 10E17'12", a radius of 255.00 feet and an arc length of 45.78 feet;

Thence S 16E05'16" W and tangent to the previous curve 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 15E53'46", a radius of 245.00 feet and an arc length of 67.97 feet;

Thence S 00E11'30" W and tangent to the previous curve a distance of 175.88 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 90E00'00", a radius of 30.00 feet and an arc length of 47.12 feet to a point that is 50.00 feet measured perpendicular from the south line of the SE/4 of Section 11;

Thence S 00E11'30" W and not tangent to the previous curve and perpendicular to the south line of the SE/4 of Section 11 a distance of 50.00 feet to the south line of the SE/4 of Section 11;

Thence N 89E48'30" W along the south line of the SE/4 of Section 11 a distance of 136.26 feet;

Thence N 00E11'30" E and perpendicular to the south line of the SE/4 of Section 11 a distance of 24.75 feet to the present Right of Way of 81<sup>st</sup> Street South as documented in a "Journal Entry of Judgment, Department of Transportation" and recorded on Document No. 2006067368 as filed in the records of the Tulsa County Clerk's office;

Thence N 67E52'08" W along said Right of Way a distance of 70.74 feet;

Thence N 88E25'26" W along said Right of Way a distance of 393.82 feet;

Thence N 89E48'30" W along said Right of Way a distance of 260.66 feet to the A Point of Beginning".

Said tract contains 1,807,105 square feet or 41.4854 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 89E48'30" 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 and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "Stonebrooke Estates" (the A Subdivision), a subdivision in the City of Tulsa, Tulsa County, Oklahoma.

## **SECTION I.** **STREETS, 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 as "Stonebrooke Estates" 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 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 on 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.

## 1.2 Underground Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services may not be located within the Subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for 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.

1.2.2 All supply lines in the Subdivision, including electric, telephone, cable television and gas lines, shall be located underground in the easements reserved for general utility services and streets shown on the plat of the Subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in 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 each said lot: provided that, upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a 2.5' strip on each side, extending from the service pedestal, transformer, or gas main to the service entrance on the structure or a point of metering.

1.2.4 The suppliers of electric, telephone, cable television and gas services, through their authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The suppliers of electric, telephone, cable television also reserve the perpetual right, privilege, and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television, or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing

covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television, or gas service.

### 1.3 Water, Storm Sewer, and Sanitary Sewer Services

- 1.3.1 The Owner/Developer shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on his lot.
- 1.3.2 Within the Utility Easement areas depicted on the accompanying plat, the alternation 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 which would, in the judgment of the City of Tulsa, interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.
- 1.3.3 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include valve boxes, fire hydrants, and manholes shall be adjusted to the new grade by the Owner/Developer or at the Owner/Developer=s expense.
- 1.3.4 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/Developer shall pay for damage or relocation of such facilities caused or necessitated by act of the Owner/Developer, their agent, or contractors.
- 1.3.5 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.
- 1.3.6 The foregoing covenants set forth in this Section 1.3 shall be enforceable by the City of Tulsa, Oklahoma, or its successors and the Owner/Developer agree to be bound hereby.

### 1.4 Gas Service

- 1.4.1 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 deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- 1.4.2 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 of grade or any other construction activity which 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.

1.4.3 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.

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

### 1.6 Paving, Landscaping and Improvements Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Tulsa or the supplier of the utility service shall use reasonable care in the performance of such activities.

### 1.7 Stormwater Detention Easement for Reserves "A", "C", and "D"

1.7.1 For the common use and benefit of the owners and for the benefit of the City of Tulsa, Oklahoma, the Developer does hereby dedicate to the public and establish and grant perpetual easements on, over, and across the areas as designated on the accompanying plat as Reserve "A", "C", and "D", a "Stormwater Detention Easement" for the purposes of permitting the flow, conveyance, detention, and discharge of stormwater runoff from the various lots within the Subdivision .

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

1.7.3 No fence, wall, building, or other obstruction may be placed or maintained in the Stormwater Detention Easement, and there shall not be any alteration of the grades or contours within the Stormwater Detention Easement unless approved by the Department of Public Works of the City of Tulsa.

1.7.4 The Stormwater Detention Easement and drainage facilities located thereon shall be maintained by the homeowners= association established as provided in Section IV of this Deed of Dedication. Such maintenance shall be at the cost of the homeowners= association and in accordance with the following standards:

- a. Grass areas shall be mowed (in season) at regular intervals of less than four (4) weeks.
- b. Concrete appurtenances, if any, shall be maintained in good and working condition and shall be replaced if damaged.

- c. The Stormwater Detention Easement shall be kept free of obstruction and debris; and
- d. Cleaning of siltation and vegetation from the concrete channel shall be performed twice yearly and after all major storm events.

1.7.5 Landscaping approved by the City of Tulsa shall be allowed within the Stormwater Detention Easement.

1.7.6 In the event the homeowners= association should fail to properly maintain the Stormwater Detention Easement and the facilities therein situated, the City of Tulsa, or its designated contractor, may enter the Stormwater Detention Easement and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the Owners= Association. In the event the Owners= 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 within the subdivision, provided however, that no lot shall bear more than its pro-rata share of the cost. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

#### 1.8 Overland Drainage Easement for Reserve “B”

1.8.1 For the common use and benefit of the Owner/Developer and for the benefit of the City of Tulsa, Oklahoma, the Owner/Developer hereby dedicate to the public, and herein establish and grant perpetual easements on, over, and across those areas designated on the accompanying plat as Reserve “B”, “Overland 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 the properties outside the subdivision.

1.8.2 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the Public Works Department of the City of Tulsa, Oklahoma.

1.8.3 No fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Public Works Department of the City of Tulsa, Oklahoma, provided, however, that the planting of turf shall not require the approval of the Public Works Department of the City of Tulsa, Oklahoma, and provided further, that fencing, walls and planting shall be permitted, with the approval of the Public Works Department of the City of Tulsa, Oklahoma, across those portions of the overland drainage easements in which enclosed stormwater conduits have been constructed.

1.8.4 The overland drainage easement areas and facilities located thereon shall be maintained by the Owner/Developer of the realty upon which the overland drainage easement is located at his cost in accordance with the standards prescribed by the

City of Tulsa, Oklahoma. In the event the owner of realty over which an overland 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 realty. 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 realty of the owner, which may be foreclosed by the City of Tulsa, Oklahoma.

#### 1.9 Boulder Retaining Wall in Reserve “D”

A natural stone boulder retaining wall will be built by the Owner/Developer in Reserve “D” at the rear property line of Lots 10 through 33, Block 2. This retaining wall has been approved and permitted by the Department of Public Works of the City of Tulsa. The Owner/Developer shall maintain this wall until such time as Reserve “D” is deeded to the Owners’ Association. At such time, the Owners’ Association shall be responsible for maintenance of the retaining wall. This boulder wall also extends into Lots 22 and 23, Block 2. In the areas where the retaining wall is on private property the lot owners shall be responsible for the maintenance of the wall.

### **SECTION II.** **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.

#### 2.1 Use of Land

2.1.1 The use of lots shall be limited to use for detached single family residences and purposes, having an attached garage providing space for a minimum of two automobiles.

2.1.2 Reserves "A", "B", "C", "D", "E", "F", "G", and "H" shall be limited to use as overland drainage and detention easements providing drainage conveyance and maintenance access to the Hager Creek FEMA and Tulsa Regulatory Floodplains, utility easements, landscape, walking trails, sidewalks, retaining walls, signage, lighting, recreational facilities, fencing, guard/entry houses and open areas and is reserved for subsequent conveyance to the Owners= Association.

2.1.3 The Owners' Association shall be responsible for maintenance of Reserves "A" through "H", and future reserve areas annexed into the Owners' Association.

2.1.4 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.

2.1.5 The Owner/Developer herein establishes and reserves for subsequent conveyance to the Owners' Association, a perpetual exclusive easement to erect and maintain fencing, walls, and landscaping along the west boundary of the subdivision within the maintenance easement depicted on the accompanying plat as "Maintenance Easement".

2.1.6 The Owner/Developer herein establishes and reserves for subsequent conveyance to the Owners' Association, a perpetual exclusive easement to erect and maintain fencing, walls, and landscaping along the southerly boundary of Lots 1 through 10, Block 1, and in Reserve "A" and "D" of the Subdivision within the fence and landscape easement depicted on the accompanying plat as "Fence and Landscape Easement" (F&L/E).

2.1.7 Fencing:

- a. Privacy fencing shall be constructed of wood pickets with the good side facing the street or adjacent reserve area(s); where metal fence posts are used the good side of the 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 wood post and wood 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.
- b. No fence shall be any closer to the public road right-of-way than any building line, except for Lot 1, Block 1 and Lot 33, Block 2. Fences shall be allowed on the east side of Lot 1, Block 1, and on the west side of Lot 33, Block 2, in the fence easement provided for on the recorded plat. These fences will be installed by the Owner/Developer and shall become the property of the lot owner and shall be maintained by the Owners' Association. This fence shall be maintained continually so as to assure that the fence is kept in a structurally sound condition. If this fence is removed or repaired by the lot owner for any reason a fence of the same type must be reinstalled as soon as possible. At no time shall this fence be removed for more than 30 days.
- c. No back yard fencing of any type shall be allowed in the rear 17.5 feet of Lots 1 through 9, Block 1, with the following exception. 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 the boundary fence installed by the

Owner/Developer and maintained by the Owners= Association. The step down or taper must begin no closer than 17.5 feet from the rear boundary.

- d. A fence shall be installed by the Owner/Developer along the back property line of Lots 10 through 33, Block 2. This fence shall become the property of the lot owner and shall be maintained by the lot owner. This fence shall be maintained continually so as to assure that the fence is kept in a structurally sound condition. If this fence is removed or repaired by the lot owner for any reason a fence of the same type must be reinstalled as soon as possible. At no time shall this fence be removed for more than 30 days. No other back yard fencing of any type shall be allowed in the rear 17.5 feet of these lots, with the following exception. 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 the boundary fence installed by the Owner/Developer and maintained by the lot owner. The step down or taper must begin no closer than 17.5 feet from the rear boundary.

2.1.8 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 Architectural Committee.

2.1.9 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.

2.1.10 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 common area parking spaces on a "day to day" or permanent basis.

2.1.11 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, Owner/Developer, builder, or a realtor. These signs shall not exceed six (6) square feet. Any exception must be approved by the Architectural Committee.

2.1.12 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.

- 2.1.13 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.
- 2.1.14 Above ground swimming pools are permitted, except for Lots 1 through 9, Block 1, provided they are temporary and less than eight feet (8') in diameter (outside dimension). If larger than eight feet (8') in diameter, they are permitted, provided they are completely enclosed behind a privacy fence, and no decking may be constructed or installed around any temporary or above ground pools. There shall be no above ground swimming pools larger than eight feet (8') in diameter allowed in Lots 1 through 9, Block 1.
- 2.1.15 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.
- 2.1.16 At the rear of Lots 10 through 33, Block 2, is a natural stone boulder retaining wall located in the Reserve "D" area. Part of the structural integrity of this wall is a geo-grid anchoring system that protrudes into the private property of these lots. It shall be the sole responsibility of each lot owner to protect this anchoring system. If for any reason this anchoring system is damaged it shall be the sole responsibility of the lot owner to have this repaired.

## 2.2 Building Restrictions

- 2.2.1 Each residence constructed shall contain at least 2,400 square feet of finished heated living area, (measured to outside of masonry). All areas included in this calculation are exclusive of any garage, attic, unfinished basement, patio, terrace, covered porch, or area with ceiling height less than seven (7) feet.
- 2.2.2 Unless otherwise specifically approved by the Architectural Committee, masonry veneer shall cover 100% of the exterior walls facing streets and masonry veneer shall cover 50% of the total exterior wall 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.
- 2.2.3 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.
- 2.2.4 A four foot (4') wide concrete sidewalk, located in the City of Tulsa right of way, must be installed and maintained parallel with and along all dedicated streets. Sidewalks must align with sidewalks on adjacent lots.

- 2.2.5 Any exposed foundation, stemwall, or retaining wall shall be covered with brick, stone, or stucco. Retaining walls shall not 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. No railroad ties or exposed concrete are permitted.
- 2.2.6 All chimney structures shall receive a copper or painted galvanized metal chimney shroud constructed in accordance with the approved designs of the Architectural Committee.
- 2.2.7 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 shingle color.
- 2.2.8 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.
- 2.2.9 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. Garages shall be enclosed and carports are prohibited. Garages may not be converted to living area.
- 2.2.10 Each residence shall have an attached two (2) car garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles. Driveways shall be of concrete and shall not exceed the overall width of the garage.
- 2.2.11 All 4' X 8' wood, masonite, or stucco board siding must have textured face and all joints must be batted.
- 2.2.12 Mailboxes shall conform in design to the specific design as designated by the Architectural Committee.
- 2.2.13 No building shall exceed 22 stories or thirty five feet (35') in height.
- 2.2.14 All open lot areas shall be sodded and the front of each residence landscaped within thirty (30) days of completion of 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").
- 2.2.15 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.

2.2.16 Permanent basketball goals, swing sets, soccer goals, trampolines or other playground equipment are not allowed in the front yards or side yards. Portable basketball goals are permitted

### 2.3 Fronting and Access Limitations

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

### 2.4 Yards and Setbacks

2.4.1 No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat. Any garages facing side streets having a building setback line of fifteen (15) feet on the plat must be set back a minimum of twenty (20) feet from the property line for the garage portion of the house.

2.4.2 Each side yard shall be no less than the greater of five feet (5') in width or the width of any utility easement located within the lot and along the side lot line.

2.4.3 Dwellings shall maintain a separation of not less than ten feet (10').

2.4.4 No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

2.4.5 Rear setback shall be governed by building line designated on plat and City of Tulsa zoning regulations.

## **SECTION III.** **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.

### 3.1 Architectural Committee - Plan Review

3.1.1 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.

- 3.1.2 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.
- 3.1.3 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 Stonebrooke Estates.
- 3.1.4 The powers and duties of the Architectural Committee shall, on the 1st day of January, 2012, be deemed transferred to the Owners' Association provided for in Section IV., 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.
- 3.1.5 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 III 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 IV.**  
**OWNERS ASSOCIATION**

4.1 Formation of Owners' Association

The Owner/Developer has formed or caused to be formed Stonebrooke Owners' Association (hereinafter the "Association"), consisting of all owners of residential lots within Stonebrooke Estates (including owners of residential lots within subsequent phases which may be platted and developed by Owner/Developer, as more fully provided under Section IV.4.4 hereof), 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 Stonebrooke Estates and such other subdivisions whose owners may become members of the Owners= Association pursuant to this Section.

#### 4.2 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 original Stonebrooke Estates subdivision, or of a residential lot within any subsequent phase or subdivision developed by Owner/Developer and made subject hereto, pursuant to Section IV.4.4 hereof, shall be a member of the Owners' Association, and shall be subject to assessment for maintenance of common areas within all such subdivisions. Membership shall be appurtenant to and may not be separated from the ownership of a lot.

#### 4.3 Covenant for Assessments

Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the Owners= Association 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 Owners= 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.

#### 4.4 Annexation of Additional Properties

The Owner/Developer may, from time to time, determine, in its discretion, that it is desirable to annex additional properties which the Owner/Developer believes will enhance the value, desirability, and attractiveness of Stonebrooke Estates or of other phases or subdivisions developed by Owner/Developer, or will increase the usefulness and enjoyment of the common areas by members of the Owners' Association. Such additional properties may include, without limitation, residential lots, streets and utilities or utility easements for public use, additional common areas, and/or recreational facilities, such as swimming pools, clubhouses, or other recreational facilities. Upon any such determination, the Owner/Developer may file of record one or more Notices of Annexation, upon which, lot owners within such additional properties will become members and be subject to the governance of the Owners= Association, as of the effective date set forth in such Notice of Annexation. Every person who becomes a fee owner of any lot within the annexed property, by acceptance of a deed of conveyance for such lot, shall be deemed to consent to membership in the Owners' Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. From and after the effective date of any annexation of additional properties, the owners of lots within such annexed properties will bear, along with the owners of lots within any previously platted or annexed property, all the costs of maintenance of common areas and recreational facilities, in the same manner as if such annexed properties had been a part of the original plat of Stonebrooke Estates.

Further, from and after the effective date of any annexation of additional properties, the Owners' Association shall, through assessments of all lot owners, bear all costs for maintenance of the additional common areas and/or recreational facilities annexed hereunder, in the same manner and on the same basis as if such annexed properties had been a part of the original plat of Stonebrooke Estates.

**SECTION V.**  
**ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

5.1 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. 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. Some covenants contained in Section II. Private Building and Use Restrictions are established pursuant to the City of Tulsa Zoning Code and shall inure to the benefit of the City of Tulsa, Oklahoma. If the undersigned Owner/Developer, its successors or assigns, shall violate any of these covenants within Section II., it shall be lawful for the City of Tulsa to maintain any action at law or in equity against the person(s) violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. It shall be lawful for the Owners' Association and the City of Tulsa to maintain an action at law or equity against any person(s) violating or attempting to violate any of the above restrictive covenants, and to prevent him/her or them from so doing or to compel compliance with the restrictive covenants or to recover damages and all reasonable attorney fees for such violations.

5.2 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.

5.3 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. Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the Subdivision and by the City of Tulsa. 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.

5.4 Severability

These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. 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, Stonebrooke Development Group, L.L.C., an Oklahoma limited liability company has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Stonebrooke Development Group, L.L.C.  
an Oklahoma limited liability company

\_\_\_\_\_  
Randy Branstetter, Manager

STATE OF OKLAHOMA ) )

s.s.

COUNTY OF TULSA ) )

Before me, the undersigned, a notary public in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared Randy Branstetter, to me known to be the identical person who subscribed as its Manager the name of Stonebrooke Development Group, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Stonebrooke Development Group, L.L.C., for the uses and purposes therein set forth.

\_\_\_\_\_  
Tamra L. Rowan, Notary Public  
My Commission No. 08000235  
expires January 04, 2012

