

12/15/93 151 0300

HUNTERS BEND

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

SELECT HOMESITES, INC., an Oklahoma corporation is the OWNER of the following described property:

A tract of land lying in the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 27, Township 18 North, Range 13 East of the Indian Base and Meridian according to the U.S. Government Survey thereof in the City of Tulsa, Tulsa county, State of Oklahoma, more particularly described as follows:

beginning at a point on the East line of said SW/4 SW/4, said point lying 33.00 feet North of the Southeast corner thereof; thence N00 00'46"W along the said East line a distance of 1288.22 feet to the Northeast corner of said SW/4 SW/4; thence S89 49'13"W along the North line thereof a distance of 745.25 feet to a point lying 580.80 feet East of the Northwest corner of said SW/4 SW/4; thence Due South and parallel to the West line of said SW/4 SW/4 a distance of 375.00 feet to a point; Thence S89 40'13"W a distance of 547.80 feet to a point lying 33.00 feet East of the West line of said SW/4 SW/4; thence Due South and parallel to said West line a distance of 745.88 feet to a point of curve; thence along said curve to the left, said curve having a radius of 167.00 feet a central angle measuring 90 11'21" vs legal of 90, a measured distance of 262.87 feet vs legal of 262.32 feet to a point of tangent, said point lying 33.00 feet North of the South line a measured distance of 1125.79 feet vs legal of 1120 feet to the point of Beginning, containing 33.3929 acres, more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as HUNTERS BEND, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma.

NOW, THEREFORE, the undersigned OWNER, for the purpose of providing an orderly development of the Planned Unit Development property above described and for the purpose of insuring adequate restrictions for mutual benefit of the undersigned OWNER, its successors and assigns and the City of Tulsa, does hereby impose the following restrictions and covenants, which shall be enforceable by the owners of the above described lots and by the City of Tulsa, Oklahoma.

AND, WHEREAS, HUNTERS BEND was processed as Planned Unit Development Number 447, pursuant to Sections 1100-1170 of Title 42, Tulsa Revised Ordinances of the City of Tulsa, as the same existed on November 17, 1982, which Planned Unit Development Number 447 was approved by the Tulsa Metropolitan Area Planning Commission on January 11, 1989 and subsequently amended on March 15, 1989 and subsequently approved by the Board of City Commissioners on June 16, 1989, the implementing ordinance being No. 1720 dated August 1, 1989.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use forever, the streets, easements and rights-of-way as shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all streets and public utilities, including storm and sanitary sewers, telephone lines, cable television, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown. PROVIDED, HOWEVER, that the OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

PROTECTIVE COVENANTS  
AND RESTRICTIONS

SECTION I

PLANNED UNIT DEVELOPMENTS PROVISIONS

1. The following facts concern conditions of said Planned Unit Development Number 447 and subsequent amendment thereto:

A. Development Standards:  
Land Area (Gross) : 35 acres  
(Net) : 32.4 acres

Permitted Uses :

Single-family detached  
dwelling units and  
customary accessory  
uses allowed by right  
in the RS-2 zoning  
district.

Maximum Number of DU's : 97 allowed (87 actual)

Minimum Lot width:

75'

Minimum Lot Area:

9,000 s.f.

Minimum Average Lot Area:

9,625 s.f.

Maximum Structure Height

35'

Minimum Livability space  
for Dwelling Unit:

5,000 s.f.

Minimum Yard Setbacks:

Front	*	30'
Rear	**	25'
Side	**	7.5'

\* When a lot abuts a non-arterial street right-of-way on two sides, the owner may select the front yard and the other yard abutting a street shall not be less than 15', provided that garages which access this street shall be setback a minimum of 20'.

\*\* The foregoing covenants and restrictions may be enforced by the City of Tulsa and the Owner of each lot agrees to be bound thereby.

## SECTION II

### HOMEOWNERS' ASSOCIATION

#### 1. FORMATION OF HOMEOWNERS' ASSOCIATION:

The Owner/Developer has formed or shall cause to be formed the Hunters Bend Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of HUNTERS BEND.

#### 2. MEMBERSHIP:

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and memberships shall be apportioned to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

#### 3. COVENANT FOR ASSESSMENTS:

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within HUNTERS BEND, 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.

#### 4. CERTAIN RIGHTS OF THE ASSOCIATION:

C. The Association or its successor shall bear, pay and discharge any and all obligations, cost, fees or expenses incurred or charged for the construction, erection, maintenance or repair of such improvements. The Association or its successor shall maintain said improvements at its cost in accordance with standards prescribed by the City of Tulsa.

B. The right to construct and maintain said improvements in said street right-of-way is subject to and subordinate to any franchise for the use of public right-of-way as may now exist or as may hereafter be granted by the City of Tulsa, to any person, public utility, firm or corporation. Said right shall further be subject to and subordinate to the right of the City of Tulsa to construct, operate and maintain any public utilities and/or public facilities in, above or under said public right-of-way.

A. Certain improvements including curbing, textured pavement, landscaping, fencing and addition identification signs are permitted in Reserves "A" and "C" upon approval of plans and specifications for same by the City of Tulsa.

1. RESERVES "A" AND "C" - ENTRANCE IMPROVEMENTS:

RESERVES "A", "B" AND "C"

SECTION III

The fence, wall and other improvements constructed within the fence easements located on Lots 1, 2 and 3, Block 1; Lots 1 and 2, Block 8; Lots 3, 4, and 5, Block 4; and Lots 1 and 2 Block 6, as shown on the recorded plat of HUNTERS BEND, will be maintained by the Homeowners' Association.

5. IMPROVEMENTS WITHIN THE FENCE EASEMENTS:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

D. In the event the Association or its successor in interest should fail to adequately and properly repair and/or maintain said facilities, the City of Tulsa or its Contractor may perform said maintenance or repair and the cost of performing same shall be paid by the Association or its successor in interest. In the event the Association or its successor in interest fail to pay the cost of said maintenance or repair or any part thereof within thirty (30) days after completion of said maintenance or repair, said cost shall upon filing a statement of same with the Tulsa County Clerk be a lien against all lots in Hunters Bend which may be foreclosed by the City of Tulsa. The lien against each lot shall not exceed a 1/87 proportionate share of said cost.

E. Cost of repair of landscape, pavement or other improvements in Reserves "A", "B", "C" and "D" due to repair of utilities shall be borne proportionately by all Owners of lots in Hunters Bend through the Association.

F. Upon written demand by the City of Tulsa and without compensation of any kind, the Association will remove any improvements within Reserve "A", "B", "C" and "D" and construct a street therein in accordance with standard specifications then in effect for the City of Tulsa. Should the Association or its successor fail to promptly remove said improvements and construct said street after written demand by the City of Tulsa, then the City of Tulsa or its designated contractor may accomplish said removal and construction and the cost of said removal and construction shall, upon the filing of a statement of cost with the Tulsa County Clerk, become a lien against all lots in Hunters Bend which may be foreclosed by the City of Tulsa. The lien against each lot shall not exceed a 1/87 proportionate share of said costs.

G. The Association and Hunters Bend lot owners shall indemnify the City of Tulsa and hold the City of Tulsa harmless of and from any and all claims, suits, actions or judgments including attorney fees, witness fees and cost of defending any such action or claim or appeals therefore which arise out of or from construction or maintenance of said improvements or use of Reserves "A" or "B" by any Hunters Bend lot owner, the Association, their agents, servants, contractors, employees, invitees, licensees, assignees or trespassers thereon.

2. RESERVE "B" - STORMWATER DETENTION:

A. The Owner does hereby dedicate for public use on, over and across Reserve "B" for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within HUNTERS BEND and from properties not included within HUNTERS BEND.

B. Detention and drainage facilities constructed with Reserve "B" shall be in accordance with standards and specifications approved by the City of Tulsa, Oklahoma.

C. Detention facilities shall be maintained by the City of Tulsa, Oklahoma to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and of obstruction and siltation, provided however, routine and customary grounds maintenance within the detention easement area shall be the obligation of the homeowners', ' association to be formed pursuant to Section II. Maintenance by the homeowners', association shall be in accordance with the following standards:

a. The detention easement areas shall be kept free of litter.

b. The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.

D. In the event the homeowners' association should fail to properly maintain the detention easement area as above provided, the City of Tulsa, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by the homeowners' association.

E. In the event the homeowners' association, after completion of the maintenance and receipt of a statement of cost, fails to pay the cost of maintenance as above set forth, 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, provided however, the lien against each lot shall not exceed a 1/87 proportionate share of costs.

F. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

#### SECTION IV

#### DEVELOPMENT AND CONSTRUCTION STANDARDS

#### 1. ARCHITECTURAL COMMITTEE:

A. An Architectural Committee is hereby formed and shall approve all plans for any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. David Gibson and Darrell G. Jenkins shall be the designated Architectural Committee. Each of them may appoint a single additional member. Thereafter, the Architectural Committee shall be elected, and shall consist of members of the Hunters Bend Homeowners Association. At a point mutually agreeable with the Hunters Bend Homeowners Association, a duly elected Architectural Committee shall be formed consisting of members of the Association. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

B. Architectural Plans submitted shall include:

- (1) accurate site plan,
- (2) floor plan,
- (3) exterior elevations.

2. All lots shall be single family residential lots only. All houses shall have a minimum of 2,400 square feet of living area with a minimum of 1,200 square feet of living area on the first floor.



3. No building or part thereof shall be constructed and maintained on any lot nearer to the front property line than the building lines on the recorded plat of said Addition. No residence shall be built nearer than seven and one-half (7.5) feet to any side lot, except on the street side of corner lots where the building setback line as shown on the plat governs.
4. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are not permitted. Glass window panes will not be permitted in the garage doors.
5. No exposed foundation or stem wall will be allowed.
6. All exterior walls must consist entirely of masonry exclusive of windows and doors, to the point of the first floor plate line. Exclusive of covered porches and patios.
7. If aluminum windows are used on any residence, no mill finish will be accepted.
8. No building shall have a roof pitch of less than 6/12 except that a building may have a flat roof area equal to no more than 20% of the area covered by all roof surfaces subject to approval of the Architectural Review Committee. Heavy duty organic or inorganic composition shingles which simulated a "weathered wood" (Minimum 225# Heritage II (Brand Name) weather wood color only) look shall be used on the roof of all residences in Hunters Bend.
9. Above-ground swimming pools are prohibited on any lot in Hunters Bend.
10. No existing or off-site building residence may be moved onto or placed on any lot in the subdivision.
11. Out-buildings will not be permitted on any lot within the subdivision.
12. No retaining wall or any other permanent structure or improvement shall be built without prior approval of the Architectural Committee and shall be built on-site.

13. Fences: (a) No fencing shall extend beyond the building line of any residence. (b) If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner. (c) All fences shall consist entirely of wood, brick, natural stone or some combination thereof. The Architectural Committee may, but shall not be compelled to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted, however, under any circumstances. (d) No fence in excess of six (6) feet in height shall be permitted.
14. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of high elevation and from public streets and easements, and the City of Tulsa shall not be liable for any damages caused by reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No 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.
15. The owner of each lot shall maintain the surface drainage, either natural or artificial, over and across his lot.
16. No exterior antennas, including, but not limited to, television and "CB" radio, shall be erected anywhere in the addition without the express approval of the Architectural Committee. Television satellite dish antennas will not be permitted.
17. Boats, trailers, travel trailer, campers, motor homes, commercial vehicles in excess of 3/4 ton, inoperative vehicles, and other large recreational equipment shall not be stored on any lot, including driveways.
18. No exposed clothes line poles or other outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot. This restriction shall not exclude the installation of underground garbage and trash storing devices.

19. The owner of a lot in Hunters Bend wishing to construct, make major repairs or raze a swimming pool shall have access rights to the side yard of the neighboring lot. The cost of removing any fencing or landscaping required to access the rear of the lot shall be born by the owner of the lot on which the swimming pool is or will be situated. Fence or landscape removal and replacement shall be performed by professional fence or landscapers as mutually agreed by the lot owners on which the removal and replacement is to be performed.

20. Restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions hereon contained or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Hunters Bend and the overall appearance of Hunters Bend Addition, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the Bylaws of the Hunters Bend Homeowners Association shall then become a fully enforceable part of these restrictive covenants.

21. So long as a rural type mailbox is in use in Hunters Bend by the United States postal service, all mailbox pedestals in Hunters Bend shall conform to that specific plan approved by the Architectural Committee and positioned so that it is accessible from the curb and 6' from the "inside edge" of the driveway. "Inside Edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42" from street level.

22. No obnoxious or offensive trade or activity shall be conducted on any lot in this subdivision, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

1) The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot

A. In connection with the provision of Water and Sanitary Sewer Service, all of the lots are subject to the following provision, to-wit:

1. Water and Sanitary Sewer Service:

UTILITIES/EASEMENTS

SECTION V

26. The restrictions herein set forth above under this Section are covenants run with the land and shall be binding upon the owners, the successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violates.

25. No lot will be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction, and the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

24. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period must be approved by the Architectural Committee.

23. No animals, livestock or poultry of any kind may be maintained, bred, sold or kept in this Addition except that two dogs, two cats, or any other household pets may be kept provided they are not used for commercial purposes.

A. Overhead pole lines for the supply of electric or communication service may be located along the South and West perimeters of their addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines be located underground in the easement-ways reserved for general utility services shown on the attached plat. Service pedestals and

2. Electrical and Communication Service:

5) The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Tulsa or its successors, and the owner of each lot agrees to be bound hereby.

4) Pavement or landscape repair within utility easements as a result of repairs to water mains and public sanitary sewer facilities due to breaks or failures, shall be borne by the Owners of the Lots.

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

2) The City of Tulsa or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agent or contractors.

and shall prevent the alteration of grade in excess of three feet (3') from the original contours or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

- B. Except to houses on lots described in paragraph A above, which may be served form overhead electric and communication service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
  - C. The supplier of electric or communication service, through their proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities so installed by them.
  - D. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Companies will be responsible for ordinary maintenance of underground electric or communication facilities by the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- transformers, as sources of supply at secondary voltages and communication pedestals, may also be located in said easement-ways. Lines and poles in street right-of-way are subject to approval of the City of Tulsa except within easements existing prior to street dedication.

2. These covenants may be amended to terminated at any time by majority vote of lot owners and approval of the City of Tulsa, Lot owners shall have one vote per lot owned, except that OWNER shall have four votes per lot owned. such

1. These covenants shall remain in full force and effect for a period of Twenty Five (25) years from date hereof and shall be automatically continued in effect thereafter for successive periods of Ten (10) years unless amended or terminated as hereafter provided.

AMENDMENT, TERMINATION AND INVALIDATION

SECTION VII

2. This covenant concerning limits of no access may be enforced by the City of Tulsa and each lot owner agrees to be bound thereby.

1. The owner hereby relinquishes rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), as shown on the plat, except as may hereafter be released, altered, or amended by the Director of Public Works of the City of Tulsa and its successors, or as other-wise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

LIMITS OF NO ACCESS

SECTION VI

A. Pavement or Landscape repair within utility easements as a result of repairs to gas lines, electric and communication lines due to breaks or failures, shall be borne by the owners of the lots.

3. General:

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

amendments or termination shall be effective upon being reduced to writing, signed by the required owners, approved by the City of Tulsa and filed of record with the Tulsa County Clerk.

3. Invalidation of any covenants or restrictions herein by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other covenants or restrictions or any part thereof which shall remain in full force and effect.

IN WITNESS WHEREOF said SELECT HOMESITES, INC., an Oklahoma corporation, has caused these presents to be executed and its corporate officers hereunto duly authorized this 15th day of December, 1993.