

**1) Woodfield Blocks 8 Thru 13
Recorded Plat No. 4871**

PROTECTIVE COVENANTS AND RESTRICTIONS

SECTION 1

HOMEOWNERS ASSOCIATION

1. Homeowners Association:

All owners of a lot in WOODFIELD shall be members of the Woodfield Homeowners Association and shall be subject to the provisions of a Declaration of Covenants, conditions and restrictions applicable to WOODFIELD, and recorded in the Office of the county Clerk, Tulsa County, Oklahoma. Members of the Woodfield Homeowners Association shall establish the dues of the Association and they shall be the minimum amount necessary to maintain and support common areas of interest to the membership.

2. Areas of Interest:

- a. The Homeowners Association shall be responsible for the maintenance of improvements and landscaping within the areas designated on the recorded plat of WOODFIELD BLOCK 1 THRU BLOCK 7 as Reserves "A" and "B" according to the terms, conditions and requirements of a certain license agreement entered into between the owner/developer and The City of Tulsa.
- b. The fence, wall and other improvements constructed within the fence easements located on Lot 1, Block 1 and Lot 1, Block 2, as shown on the recorded plant of WOODFIELD BLOCK 1 THRU BLOCK 7, will be maintained by the Homeowners Association.
- c. A storm water detention facility has been constructed by the owner/developer on the tract of land designated Reserve "A" Storm water Detention Facility, Storm Sewer & Overland Drainage Easement as shown on the Plat.
 1. This facility is for the common use and benefit of the owners of all lots in Woodfield Block 8 thru 13 and for the owners of the remainder of lands within said E/2 NE/4.
 2. This facility shall be maintained by the City of Tulsa, Oklahoma, and the maintenance shall be performed to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation; provided, however, routine and customary grounds maintenance within the detention easement area shall be the obligation of the homeowners association whose membership shall consist of the owners of lots within WOODFIELD, and such maintenance shall be at the cost of the homeowners association, and shall be in accordance with the following standards:

- a) The detention easement areas shall be kept free of litter; and
 - b) The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
3. In the event the homeowners association should fail to properly maintain the detention easement area and facilities thereon located 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.
 4. In the event the homeowners 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 WOODFIELD; provided, however, the lien against each lot shall not exceed 1/209 of the cost of maintenance. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

SECTION II

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. Gary Burton and Robert D. Lemons 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 Woodfield Homeowners Association. At a point mutually agreeable with the Woodfield 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 plans,
 - (2) floor plans,
 - (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 or said addition. No residence, except open porches and terraces, shall be built nearer than five (5) feet to any side lot line on one side and ten (10) feet on the other side, thus requiring a combined total of at least fifteen (15) feet between the residence and both side lot lines; except on the street side of corner lots.
 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 in garage doors shall be clear glass only and shall not be sectionalized by cross-hatching with aluminum, wood, or other materials.
 5. No exposed foundation or stem wall will be allowed.
 6. All exteriors must consist entirely of brick, exclusive of windows and doors, to the point of the first floor plate line. The Architectural Committee may, but shall not be compelled to, grant an exception to this provision upon written request.
 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. Wood shingle roofs shall be used on the residence in WOODFIELD BLOCK 8 thru 13. However, if Federal, State, or Local laws affect the enforcement of this restriction, the Architectural Committee may designate and approve upon written request a heavy duty organic or inorganic composition shingle which simulates a "weathered wood" look.
 9. Above-ground swimming pools are prohibited on any lot in WOODFIELD BLOCK 8 THRU 13.
 10. No existing or off-site building residence may be moved onto or placed on any lot in the subdivision.

11. No out-building, retaining wall or other permanent structure or improvement shall be built without prior approval of the Architectural Committee and shall be built on-site.
12. 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.
13. 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.
14. The owner of each lot shall maintain the surface drainage, either natural or artificial, over a and across his lot.
15. 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. Any other type of electronic reception device, including a television satellite dish, must be confined to the backyard and situated, fenced and landscaped to properly shield its view from adjacent lot owners in accordance with the express approval of the Architectural Committee.
16. Boats, trailers, travel trailers, campers, motor homes, commercial vehicles in excess of $\frac{3}{4}$ Ton, inoperative vehicles, and other large recreational equipment shall not be stored on any lot.
17. 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.
18. These 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 restriction or covenant, or conditions at any time, or from time to time, 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 WOODFIELD BLOCK 8 THRU 13 and the overall appearance of WOODFIELD BLOCK 8 THRU 13 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 property rendered according to the bylaws of the Woodfield Homeowners Association shall then become a fully enforceable part of these restrictive covenants.

19. So long as a rural type mailbox is in use in WOODFIELD BLOCK 8 THRU BLOCK 13 by the United States Postal Service, all mailbox pedestals in WOODFIELD BLOCK 8 THRU BLOCK 13 shall conform to that specific plan approved by the Architectural Committee and adopted by the Woodfield Homeowners Association. The mailbox shall be 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.
20. 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.
21. 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.
22. 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 lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction, and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

24. The restrictions herein set forth above under this section are covenants to run with the land and shall be binding upon the owners, their 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 violations.
25. These covenants above under this Section shall remain in full force and effect until twenty five (25) years from the date hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as herein provided.
26. Invalidation of any restriction set forth above under this Section, or any part thereof, by an order, judgment, or decree of any court, or otherwise shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.
27. The owner/developer of WOODFIELD BLOCK 8 THRU 13 reserves the rights in its sole discretion and without joiner of any Owner at any time so long as it is the Owner of any Lot or portion thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by it as the developer and filed in County Clerk's office in the court House of Tulsa County, Oklahoma.
28. Construction of a temporary sanitary sewerage Lift Station will be permitted on Lot 20, Block 10. This facility, for the most part, will be an underground facility. Upon removal of this facility from service use, it shall be razed and removed from the site. Access for maintenance of this facility will be from East 116th Street south.

**SECTION III
UTILITIES / EASEMENTS**

1. In connection with the provision of Water and Sanitary Sewer Service, all of the lots are subject to the following provisions, to-wit:
 - A. The owner of each lot shall be responsible for the protection of the public water mains and of the a public sanitary sewer facilities located on his lot 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. 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.
- C. 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 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.
- D. 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, be enforceable by the city of Tulsa or its successor, and the owner of each lot agrees to be bound hereby.

2. Electrical and Communication Services:

- A. Overhead pole lines for the supply of electric or communication service may be located along the South, West and East perimeters of this addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines will be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltage and communication pedestals, may also be located in said easement-ways.
- B. Except to houses on lots described in paragraph A above, which may be served from 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, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- 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.

3. General:

- 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.

**SECTION IV
STORM SEWER AND SURFACE DRAINAGE EASEMENTS**

1. The storm sewer and Surface Drainage Easement situated on Lot 53, Block 10, is hereby granted to the City of Tulsa (City) as a perpetual easement for storm sewer and Surface Drainage purposes.
2. The Right of Surface Drainage granted shall be exercised and used upon the easement premises in such a manner as not to cause any damage or destruction to, or interruption of the use of, the remainder of the Lot on which the easement is situated.
3. The use hereby granted shall not be limited exclusively to storm sewer and surface drainage purposes and uses incidental to storm sewer and surface drainage purposes and that the Utility Easements lying within the confines of this Storm Sewer and Surface Drainage Easement may be used according to the uses describe in the Certificate of Dedication as it applies to easements, except that construction of other utilities shall not interfere with the rights as they apply to the Storm Sewer and Surface Drainage Easement.
4. The Lot owner on which the easement is situated has the right to use the easement premises in any manner that will not prevent or interfere with the exercise by City of the rights granted under this agreement.

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**SECTION V
LIMITS AND NO ACCESS**

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 City Engineer of the City of Tulsa and approved by the Tulsa Metropolitan Area Planning Commission or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining hereto.