

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

THE PARK AT SOUTHWOOD

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, Rex Alexander Enterprises, Inc., an Oklahoma Corporation, being the owner in fee simple of the real estate and being situated in the City of Bixby, Tulsa County, State of Oklahoma, and described as follows:

A tract of land situated in the E/2 of the NW/4 and the E/2 of the SW/4 of Section 31, T-18-N, R-14-E of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof and being more particularly described as follows, to-wit: Beginning 50 feet N 89 57'17" E from the Northwest corner of the SE/4 NW/4, said point being the Northeast corner of Southwood East Addition to the City of Bixby, Tulsa County, Oklahoma according to the recorded plat thereof, Thence Due East for 206.23 feet, Thence Due South for 75.15 feet, Thence Due East for 937.00 feet, Thence Due South for 53.01 feet, Thence Due East for 127.15 feet to the East line of Said E/2 NW/4 and the West line of Shannondale Addition to the City of Bixby, Tulsa County, Oklahoma according to the recorded plat thereof, Thence S 0 04'00" E and along the East line Said E/2 NW/4 and the West line of Said Shannondale Addition and Shannondale South Addition to the City of Bixby, Tulsa County, Oklahoma according to the recorded plat thereof for 1,279.04 feet, Thence Due West for 274.29 feet, Thence Due North for 35.00 feet, Thence Due West for 158.00 feet, Thence Due North for 50.04 feet, Thence N 45 W for 35.36 feet, Due West for 166.00 feet, Thence S 45 W for 35.3 feet, Thence Due South for 1,131.55 feet, Thence S 45 E for 35.36 feet, Thence Due South for 50.00 feet, Thence Due West for 339.29 feet, Thence along a curve to the right with a radius of 225.00 feet for 8.85 feet, Thence N 87 44'43" W for 246.31 feet, Thence along a curve to the left with a radius of 175.00 for 6.89 feet, Thence Due West for 44.79 feet to a point on the East line of Southwood East 2nd Addition to the City of Bixby, Tulsa County, Oklahoma according to the recorded plat thereof, Thence N 0 03'36" W and along the East line of Said Southwood East Second Addition and Southwood East Addition 2,518.75 feet to the point of beginning and containing 54.4873 acres more or less,

and the Undersigned Owner has caused the described realty to be surveyed, staked and platted into Lots and Blocks in conformity with the accompanying plat, and have designated the same as "THE PARK AT SOUTHWOOD", an Addition to the City of Bixby, Tulsa County, State of Oklahoma.

Now, therefore, the Undersigned Owner dedicates for public use of the streets as shown on said plat and do hereby guarantee clear title to all land that is so dedicated. The Owner does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the

FURTHER, the Owner, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as THE PARK AT SOUTHWOOD), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, it's successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within THE PARK AT SOUTHWOOD.

A. In connection with the provisions for water and sanitary sewer services, all of the Lots in THE PARK AT SOUTHWOOD are subject to the following covenants and restrictions, to-wit:

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 and shall prevent the alteration of grade within the easement areas (in excess of two feet) from the original contours or any construction activity which may interfere with such public water mains and/or public sewer facilities.

2. The City of Bixby, Oklahoma, or it's successors will be responsible for ordinary maintenance of public water mains and sanitary sewer facilities, but the owner of any lot shall pay for damages or relocations of such facilities caused or necessitated by acts of the owner of his agents or contractors.

3. The City of Bixby, Oklahoma, or it's successors, through it's proper agents and employees, shall at all times have the right of access with their equipment to all easement-ways shown on the plat or provided for in the Certificate of Dedication, for the purpose of installing, maintaining, removing, or replacing all or any portion of such underground water, sewer and storm sewer facilities.

4. The foregoing covenants and restrictions concerning water, sewer and drainage facilities shall be enforceable by the City of Bixby, Oklahoma or it's successors, and the lot owners shall be bound thereby.

B. In connection with the provisions for underground Electricity, Gas and Communication services, all of the property in THE PARK AT SOUTHWOOD is subject to the following covenants and restrictions, to-wit:

1. Overhead pole lines for the supply of electric and communication service may be located along the west and east side of said addition. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement ways.

2. Underground service cables to all houses described in paragraph (1) 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 installation of such service cable to a particular house, the suppliers of electric and communication services shall thereafter be deemed to have a definite.

permanent, effective and exclusive 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.

3. The suppliers of electric, communications and natural gas services, through its proper agents and employees shall at all times have right of access to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground facilities so installed by them.
 4. The owner of each lot shall be responsible for the protection of the underground electric, communication or natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, communication or natural gas facilities. The companies will be responsible for ordinary maintenance of their underground facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.
 5. The foregoing covenants concerning underground electric, communication and natural gas facilities shall be enforceable by the suppliers of electric, communication and natural gas services, and the owner agrees to be bound hereby.
 6. The owner of each lot in the subdivision that is affected by the electric power transmission line easement in Book 2325, Page 16 in the office of the County Clerk in Tulsa County, Oklahoma and condemnation proceedings No. 87153 in District Court, Tulsa County, Oklahoma, on March 24, 1954 and identified on the face of the plat, is prohibited from the construction of any improvements other than fencing as outlined in Section E hereinafter described.
- C. Architectural Committee and Construction Standards. An architectural committee will be formed to review and approve any improvements on any lot and shall also be responsible for the interpreting the development and construction standards contained herein. Rex Alexander Enterprises, Inc., the Developer, its successor, assigns, or appointees are hereafter referred to as the Architectural Committee.
- D. The minimum building set-backs for dwelling units shall be as follows:
- | | |
|---------------|------------------------|
| 1. Front yard | Twenty-five feet (25') |
| 2. Side yard | Five feet (5') |
| 3. Rear yard | 20% |
- Easements take precedent to the above set-backs.
- E. Lot use restrictions.
1. No lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.
 2. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.

F. Fence restrictions.

1. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum front yard set-back established herein and shown on the attached plat of THE PARK AT SOUTHWOOD, and no fence or wall shall exceed six (6) feet in height above ground level.
2. Chain-link fences will be permitted, provided they are constructed with a wood top rail joining wood posts and wood gate posts.
3. Wood fences shall be constructed of #2 Cedar or Redwood or better.

G. Dwelling material and size restriction.

1. No building or dwelling unit on any lot shall be constructed with less than thirteen (1300) square feet of enclosed living area for any single family unit, exclusive of open porches, garages, or breezeways; in the event of a dwelling having more than one (1) story, there shall be a minimum of one thousand (1000) square feet on the first story and not less than Eight-hundred (600) square feet on the second story, exclusive of open porches, garage, and breezeways.
2. No building or dwelling unit shall be erected, placed or constructed on any lot in this addition unless at least forty per cent (40%) of the exterior walls thereof be brick, brick veneer, stone or stone veneer; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above interior roof, then that part of such wall extended above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence.
3. No dwelling structure, garage, or accessory building shall have a roof pitch of less than 5 in 12 and any roof constructed of composition shingles, the shingles will be Heritage II or equal. No other composition shingle will be allowed.

H. Sidewalks

1. It shall be the responsibility of the builder on each lot to construct sidewalks a minimum of four (4) feet wide and three (3) feet behind the back of curb and within the roadway right-of-way.
2. Sidewalks shall be constructed of finished Portland cement concrete.

I. Antennae and aerial restrictions.

1. No exterior radio or television aerial wires or antennae shall be permitted that extends above the roof ridge line of the

J. Detached garages.

1. Detached two (2) car garages conforming to the architecture of the dwelling structure, conforming to all other restrictions and covenants and codes and approved by the developer of THE PARK AT SOUTHWOOD may be constructed in the addition.

K. Temporary structures.

1. No out-building, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of any structure on any such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided by the builder during such construction.

L. Accessory and out-buildings.

1. Accessory buildings shall conform to the dwelling structure architecture, and shall not extend beyond the front building line of said dwelling.

- M. No truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty-eight (48) hours during any seventy-two (72) hour period.

- N. Livestock and poultry prohibited: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

- O. Billboards prohibited: The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property are permitted, provided they do not exceed nine (9) square feet in size.

- P. Existing structures: No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots in THE PARK AT SOUTHWOOD.

- Q. Obstructions: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between Two (2) feet and Six (6) feet above the roadways.

- R. Lot division: No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

S. Reserve Areas and Common Areas.

1. All streets shall be graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the Owner, at his expense, and in compliance with the Engineering Design Standards of the City of Bixby. The streets, sidewalks and storm sewer shall be maintained in good repair by the Owner for a period of Two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner for a period of One (1) year after the City's written acceptance of the construction.
 2. Reserve area designated "A" on the attached plat are areas that will be deeded to the Homeowners Association of THE PARK AT SOUTHWOOD for their use and benefit and will be limited to construction of public utilities and storm water drainage facilities and appurtenances thereto. Park and recreational facilities so constructed will receive prior approval by the City Council of the City of Bixby, Oklahoma. Maintenance will be according to paragraph 4 below.
 3. Detention and storm water drainage facilities are in easement grants that will be deeded to the Homeowners Association and construction shall be in accordance with the current standards and specifications of the City of Bixby, Oklahoma. No wall, fence, building or other structure shall be place or maintained in the detention easement area, nor shall there be any alteration of grade or contours in the detention easement area unless approved by the City of Bixby, Oklahoma.
 4. The Storm Water Detention facility shall be maintained by the Owner until the establishment of the "THE PARK AT SOUTHWOOD" Homeowners Association. The Homeowners Association shall be thereafter responsible for the maintenance which shall be performed in the following manner:
 - (1) The side slopes shall be maintained smooth at slopes not to exceed 4:1 ratio.
 - (2) A cover of vegetation shall be maintained on all slopes.
 - (3) Vegetation shall be watered as necessary to maintain a vigorous growth.
 - (4) The facility shall be mowed regularly as required during the growing season.
 - (5) All concrete, rip-rap and appurtenances shall be maintained in good condition.
 - (6) Outflow structures shall be kept free of debris. In the event the Owner or Homeowners association shall fail to adequately and properly maintain the storm water detention facility, the City of Bixby, Oklahoma or its designated contractor may enter the area, perform necessary maintenance, and the cost of said maintenance shall be paid for by the responsible party.
- T. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The developer or Property Owners Association shall not be obligated to enforce any covenant or

restriction through legal proceedings.

- U. Property Owners Association: The Owners have formed or shall cause to be formed, the "THE PARK AT SOUTHWOOD PROPERTY OWNERS ASSOCIATION, INC." (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the state of Oklahoma and formed for the general purposes of maintaining the common open areas and the storm water detention facility and for enhancing the value, desirability and attractiveness of THE PARK AT SOUTHWOOD.
- V. Membership: At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the Owner therefore become a member of the "THE PARK AT SOUTHWOOD PROPERTY OWNERS ASSOCIATION, INC." and membership shall be apartment to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.
- W. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage.

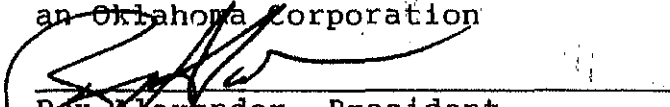
Any successor(s) in title to the lots within THE PARK AT SOUTHWOOD to enforce any given restriction or covenant or condition at any time, or from time to time shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved.

as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this 7 day of July, 1997.

Rex Alexander Enterprises, Inc.
an Oklahoma Corporation

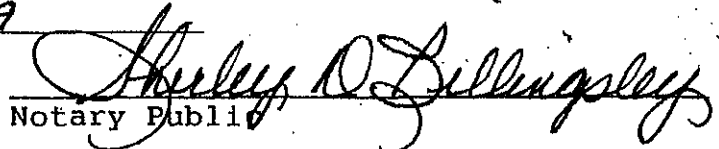

Rex Alexander, President

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this 7 day of July, 1997, personally appeared Rex Alexander to me known to be the identical person who subscribed the name to the foregoing instrument and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said corporation for the uses and purposes therein set forth.

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

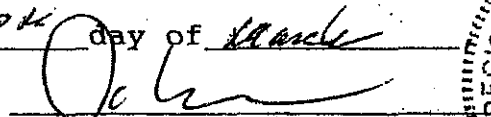
My commission expires: 1/20/99

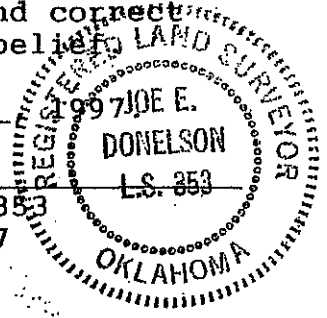

Notary Public

SURVEYORS CERTIFICATE

I, Joe E. Donelson, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the insistance of the owner designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey to my best knowledge and belief.

WITNESS my hand and seal this 28th day of March


Joe E. Donelson, RLS #353
C.A. #2094 Exp. 6/30/97

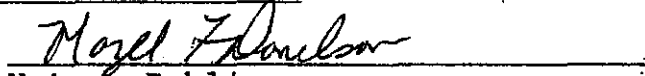


STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of March, 1997, personally appeared Joe E. Donelson, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____


Notary Public

