

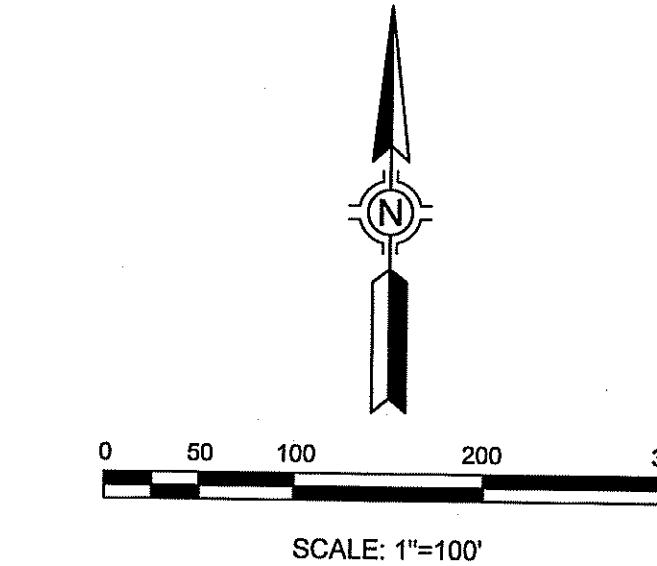


Final Plat

Huntington Park II

A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

P.U.D. NO. 816



CERTIFICATE

STATE OF OKLAHOMA
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and
State above named do hereby certify that the foregoing is a true and
correct copy of a like instrument now on file in my office.

Dated the 22nd day of January 2020

MICHAEL WILLIS, Tulsa County Clerk

Karen Cox
Deputy

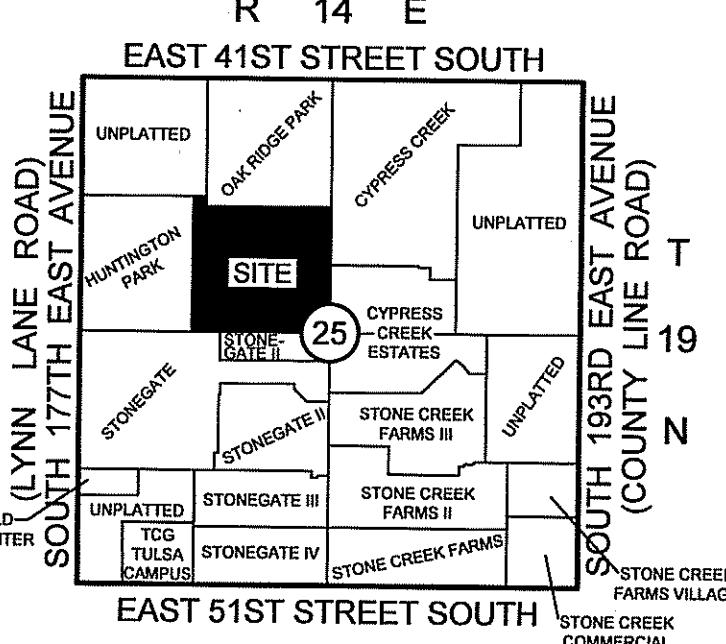
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$36,878.00 per trust receipt no. 17713 to be applied to 2026 taxes. This certificate is NOT to be construed as payment of 2026 taxes in full but is given in order that this plat may be filed on record. 2026 taxes may exceed the amount of the security deposit.

Dated 01/22/2020
John M. Fothergill
Tulsa County Treasurer
By:

Deputy

Owner/Developer:
Lynn Lane 44, LLC
An Oklahoma Limited Liability Company
5407 S. Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (214) 738-5138
Contact: Lisa K. Evans

Engineer/Surveyor:
Sisemore & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2027
6600 S. Sheridan, Suite 210
Tulsa, Oklahoma 74133
Phone: (918) 665-3600
E-mail: dpalinskee@sw-assoc.com



Location Map

SCALE: 1"=2000'

Subdivision Statistics:
SUBDIVISION CONTAINS ONE HUNDRED SEVENTY (170) LOTS IN
TEN (10) BLOCKS AND TWO (2) RESERVE AREAS
RESERVE AREA "A" CONTAINS 0.838 ACRES (36,508 SF)
RESERVE AREA "B" CONTAINS 2.885 ACRES (125,681 SF)
SUBDIVISION CONTAINS 44.371 TOTAL ACRES (1,932,794 SF)

Legend:
U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
OD/E = OVERLAND DRAINAGE EASEMENT
SS/E = SANITARY SEWER EASEMENT
SD/E = STORM SEWER EASEMENT
F/E = FENCE/LANDSCAPE EASEMENT
R/W = RIGHT-OF-WAY
ACC = ACCESS
LNA = LIMITS OF NO ACCESS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
FND = FOUND
IP = IRON PIN
CB = CHORD BEARING
CL = CHORD LENGTH
R = RADIUS
BK = BOOK
PG. = PAGE
SEC. = SECTION

Monumentation:
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS
UNLESS OTHERWISE NOTED.

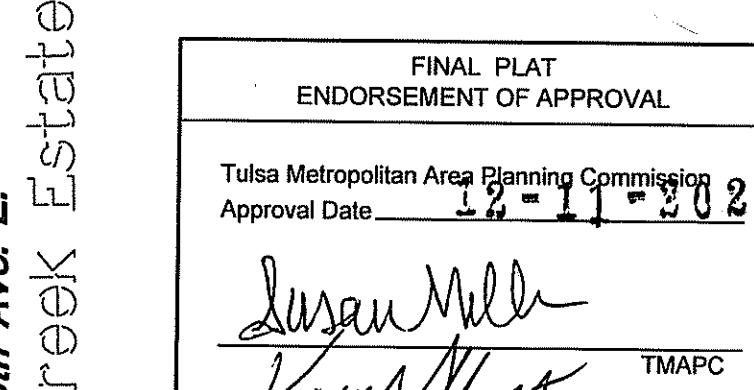
O = FOUND IRON PIN
● = SET IRON PIN

Basis of Bearing:
BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83 (1993), WITH THE WEST LINE OF SECTION 25 AS N 01°19'41" W.

Benchmark:
CHISELED "X" ON CURB LOCATED APPROXIMATELY 574' EAST AND 52' SOUTH OF THE SOUTHWEST CORNER OF LOT 14, BLOCK 6, HUNTINGTON PARK.
ELEVATION=698.98 IS RELATIVE TO THE NORTHAMERICAN VERTICAL DATUM OF 1988 (NAVD88)
N 406886.89
E 2625062.74

Notes
1. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.
2. SEE SHEET 2 FOR LOT AREA/ADDRESSING TABLE AND CURVE & LINE TABLE

LAST DAY ON SITE 7-31-2025



Council of the City of Tulsa, Oklahoma
Approval Date: JAN 14 2026

Terry Ball
CITY ENGINEER
JAN 21 2026
Audrey D. Black
CITY ATTORNEY
ASST
The approval of this Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.

Final Plat
Huntington Park II
Sheet 1 of 4
Date Prepared: December 11, 2025

Final Plat

Huntington Park II

A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

P.U.D. NO. 816

Deed of Dedication and Restrictive Covenants Huntington Park II

KNOW ALL MEN BY THESE PRESENTS:

LYNN LANE 44, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4); THENCE NORTH 88°38'55" EAST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF HUNTINGTON PARK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALONG SAID SOUTHERLY LINE, THE SAME ALSO BEING ALONG THE NORTHERLY LINE OF STONEGATE, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FOR 1180.00 FEET TO THE SOUTHEAST CORNER OF SAID HUNTINGTON PARK, AND THE POINT OF COMMENCEMENT OF THE TRACT; THENCE NORTH 88°38'55" EAST ALONG THE EASTERLY LINE OF SAID HUNTINGTON PARK FOR 1417.91 FEET TO THE NORTHEAST CORNER OF SAID HUNTINGTON PARK; THENCE NORTH 88°38'55" EAST ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID HUNTINGTON PARK FOR 137.00 FEET TO A POINT ON THE WESTERLY LINE OF OAK RIDGE PARK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°19'56" EAST ALONG SAID WESTERLY LINE, THE SAME BEING THE WESTERLY LINE OF THE NW4 NW4, FOR 100.00 FEET TO THE SOUTHWEST CORNER OF SAID OAK RIDGE PARK, THE SAME BEING THE NORTHWEST CORNER OF THE SE4 NW4 OF SAID SECTION 25; THENCE NORTH 88°38'55" EAST ALONG THE SOUTHERLY LINE OF SAID OAK RIDGE PARK, THE SAME BEING THE NORTHERLY LINE OF SAID SE4 NW4, FOR 1317.91 FEET TO THE SOUTHEAST CORNER OF SAID OAK RIDGE PARK, THE SAME BEING THE NORTHEAST CORNER OF SAID SE4 NW4, THE SAME ALSO BEING A POINT ON THE WESTERLY LINE OF CYPRESS CREEK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°20'11" EAST ALONG THE EASTERLY LINE OF SAID SE4 NW4, THE SAME BEING ALONG THE WESTERLY LINE OF CYPRESS CREEK AND ALONG THE WESTERLY LINE OF CYPRESS CREEK ESTATES, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FOR 1456.00 FEET TO THE SOUTHEAST CORNER OF SAID SE4 NW4, THE SAME BEING THE NORTHEAST CORNER OF STONEGATE II, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 88°38'55" WEST ALONG THE SOUTHERLY LINE OF THE NW4, THE SAME BEING THE NORTHERLY LINE OF SAID STONEGATE II AND THE NORTHERLY LINE OF SAID STONEGATE, FOR 1456.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,932,794 SQUARE FEET OR 44.371 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 170 LOTS 10 BLOCKS AND 2 RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "HUNTINGTON PARK II", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "HUNTINGTON PARK II").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

1. THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID. PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY AND REPAIR OR REPLACE, WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE PURPOSES OF MAINTENANCE, OPERATION, LAYING, RE-LAYING, AND REPAIRING ON, OVER, AND ACROSS THE UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSES OF PURSUING THE PUBLIC UTILITY SERVICES TO THE LOT OWNERS. SUCH 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 THAT INTERFERES WITH THE ABOVE SET FORTH LIES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT; ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENT DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE OVERHEAD AND/OR UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY 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.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

Final Plat

Huntington Park II

A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

P.U.D. NO. 816

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNBLOCKED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. ALL LOTS SHALL HAVE THE ROOF DRAINAGE PIPED AND DIRECTED TOWARDS THE STREET. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTIONATE LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE, TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS ALONG RESERVE AREAS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY, NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS WITHIN RESERVE AREAS AND COMMON AREAS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE OWNER OF THE LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

I. RESERVE AREAS

RESERVE "B" SHALL BE LIMITED TO USE FOR STORMWATER DETENTION, OPEN SPACE AND LANDSCAPING. RESERVE "A" SHALL BE LIMITED TO USE FOR UTILITIES, OPEN SPACE, LANDSCAPING, RECREATION, FENCING, SIGNAGE, GUEST PARKING, POOL HOUSE, POOL AREA AND ACCESSORY USES, AND PEDESTRIAN WAYS. RESERVES "A" AND "B" ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS ASSOCIATION TO BE FORMED AS SET FORTH WITHIN SECTION III HEREOF. HUNTINGTON PARK HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF RESERVES "A" AND "B".

J. RESERVE "B" - STORMWATER DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS STORMWATER DETENTION EASEMENT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III HEREOF TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

A. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

B. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

C. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

D. THE STORMWATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.

E. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

F. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE STORMWATER DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE IN THE EASEMENT. THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/10 OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

K. STORMWATER SEWER EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS, INCLUDING THE PIPES, MANHOLES, AND EQUIPMENT AND OTHER APPURTENANCES THERETO, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

L. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PROVIDED BY THE CITY OF TULSA, OKLAHOMA. THE OWNER OF THE LOT SHALL NOT PROBABLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENT, OR FOR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

M. FENCE/LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FENCE/LANDSCAPE EASEMENTS" FOR "FILE" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE HUNTINGTON PARK HOMEOWNERS' ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERMITTED DECORATIVE FENCING, INCLUDING BY NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG LOTS IN THE SUBDIVISION, WHICH CONTAIN SUCH FENCES AND LANDSCAPING.</p

Final Plat

Huntington Park II

A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

P.U.D. NO. 816

Line Table		
LINE#	LENGTH	BEARING
L1	90.16'	N 01°21'05" W
L2	90.16'	N 01°21'05" W
L3	113.69'	S 88°40'19" W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA (Δ)	CHORD LENGTH	CHORD BEARING
C1	39.26'	25.00	89°58'36"	35.35'	N 43°39'37" E
C2	20.97'	25.00	48°03'58"	20.36'	N 25°21'41" W
C3	162.51'	50.00	188°13'32"	99.85'	N 43°43'07" E
C4	21.02'	25.00	48°10'58"	20.41'	S 67°15'36" E
C5	39.25'	25.00	89°57'43"	35.34'	N 43°40'04" E
C6	39.26'	25.00	89°58'36"	35.35'	N 43°39'37" E
C7	39.28'	25.00	90°01'24"	35.36'	S 46°20'23" E
C8	39.26'	25.00	89°58'36"	35.35'	S 43°39'37" W
C9	39.28'	25.00	90°01'24"	35.36'	N 46°20'23" W
C10	39.28'	25.00	90°01'24"	35.36'	S 46°20'23" E
C11	39.26'	25.00	89°58'36"	35.35'	S 43°39'37" W
C12	39.28'	25.00	90°01'24"	35.36'	S 46°20'23" E
C13	20.96'	25.00	48°02'31"	20.35'	S 22°41'34" W
C14	162.48'	50.00	186°11'29"	99.85'	S 46°22'54" E
C15	21.00'	25.00	48°07'34"	20.39'	N 64°35'08" E
C16	39.26'	25.00	89°58'38"	35.35'	S 46°21'46" E
C17	39.28'	25.00	90°01'22"	35.36'	N 43°38'14" E
C18	20.98'	25.00	48°04'46"	20.37'	S 67°18'42" E
C19	162.53'	50.00	186°14'49"	99.85'	N 43°36'16" E
C20	21.03'	25.00	48°11'28"	20.41'	N 25°25'25" W
C21	39.25'	25.00	89°57'00"	35.34'	N 43°38'49" E
C22	39.29'	25.00	90°03'00"	35.37'	N 46°21'11" W
C23	39.26'	25.00	89°58'36"	35.35'	S 43°39'37" W
C24	39.28'	25.00	90°01'24"	35.36'	N 46°20'23" W
C25	39.26'	25.00	89°58'36"	35.35'	N 43°39'37" E
C26	39.26'	25.00	89°58'36"	35.35'	N 43°39'37" E
C27	39.28'	25.00	90°01'24"	35.36'	S 46°20'23" E
C28	39.26'	25.00	89°58'36"	35.35'	S 43°39'37" W
C29	39.28'	25.00	90°01'24"	35.36'	N 46°20'23" W
C30	39.26'	25.00	89°58'36"	35.35'	N 43°39'37" E
C31	39.28'	25.00	90°01'24"	35.36'	S 46°20'23" E
C32	39.26'	25.00	89°58'36"	35.35'	S 43°39'37" W
C33	39.28'	25.00	90°01'24"	35.36'	N 46°20'23" W
C34	39.26'	25.00	89°58'36"	35.35'	N 43°39'37" E
C35	39.28'	25.00	90°01'24"	35.36'	S 46°20'23" E
C36	39.26'	25.00	89°58'36"	35.35'	S 43°39'37" W
C37	39.28'	25.00	90°01'24"	35.36'	N 46°20'23" W
C38	39.29'	25.00	90°02'17"	35.37'	S 46°19'56" E
C39	235.68'	150.00	90°01'24"	212.18'	S 46°20'23" E
C40	157.12'	100.00	90°01'24"	141.45'	N 46°20'23" W

Lot Area/Address Table (Block 1)

Lot #	Area (SF)	Address
1	8,487.84	*4368/18095 ("S. 181st E. Ave./E. 44th St. S.)
2	7,475.00	4362 S. 181st E. Ave.
3	6,812.27	4356 S. 181st E. Ave.
4	10,681.07	4344 S. 181st E. Ave.
5	21,027.12	18103 E. 43rd Pl. S.
6	7,374.50	18109 E. 43rd Pl. S.
7	7,491.57	18115 E. 43rd Pl. S.
8	7,492.81	18121 E. 43rd Pl. S.
9	7,493.66	18127 E. 43rd Pl. S.
10	7,494.70	18203 E. 43rd Pl. S.
11	7,495.74	18209 E. 43rd Pl. S.
12	7,496.78	18215 E. 43rd Pl. S.
13	7,497.83	18221 E. 43rd Pl. S.
14	7,498.87	18227 E. 43rd Pl. S.
15	8,515.49	*18233/4344 ("E. 43rd Pl. S./S. 183rd E. Ave.)

Lot Area/Address Table (Block 2)

Lot #	Area (SF)	Address
1	8,723.13	*4355/18306 ("S. 183rd E. Ave./E. 43rd Pl. S.)
2	7,677.91	4361 S. 183rd E. Ave.
3	7,676.81	4367 S. 183rd E. Ave.
4	11,846.11	4405 S. 183rd E. Ave.
5	9,415.71	*4415/18305 ("S. 183rd E. Ave./E. 44th Pl. S.)
6	8,563.80	18311 E. 44th Pl. S.
7	8,563.80	18317 E. 44th Pl. S.
8	8,563.80	18323 E. 44th Pl. S.
9	8,563.80	18329 E. 44th Pl. S.
10	8,563.80	18335 E. 44th Pl. S.
11	8,563.80	18341 E. 44th Pl. S.
12	9,171.30	*4414/18347 ("S. 184th E. Ave./E. 44th Pl. S.)

Lot Area/Address Table (Block 3)

Lot #	Area (SF)	Address
1	8,493.45	*4506/18094 ("S. 181st E. Ave./E. 45th St. S.)
2	7,471.57	4512 S. 181st E. Ave.
3	10,773.75	4518 S. 181st E. Ave.
4	11,894.68	18090 E. 45th Pl. S.
5	6,766.21	18106 E. 45th Pl. S.
6	7,475.00	18112 E. 45th Pl. S.
7	7,475.00	18118 E. 45th Pl. S.
8	7,475.00	18124 E. 45th Pl. S.
9	7,475.00	18202 E. 45th Pl. S.
10	7,475.00	18208 E. 45th Pl. S.
11	7,475.00	18214 E. 45th Pl. S.
12	7,475.00	18220 E. 45th Pl. S.
13	7,475.00	18302 E. 45th Pl. S.
14	7,475.00	18308 E. 45th Pl. S.
15	7,475.00	18314 E. 45th Pl. S.
16	7,475.00	18320 E. 45th Pl. S.
17	7,475.00	18326 E. 45th Pl. S.
18	7,475.00	18332 E. 45th Pl. S.
19	8,488.37	*18338/4556 ("E. 45th Pl. S./S. 184th E. Ave.)

Lot Area/Address Table (Block 4)

Lot #	Area (SF)	Address
1	8,890.20	*4505/18406 ("S. 184th E. Ave./E. 45th St. S.)
2	7,475.95	4511 S. 184th E. Ave.
3	7,476.56	4517 S. 184th E. Ave.
4	7,477.17	4523 S. 184th E. Ave.
5	7,477.78	4529 S. 184th E. Ave.
6	6,691.38	4535 S. 184th E. Ave.
7	8,737.84	4553 S. 184th E. Ave.
8	8,712.72	18418 E. 45th Pl. S.
9	6,633.81	18410 E. 45th Pl. S.
10	8,493.38	*18404/4557 ("E. 45th Pl. S./S. 184th E. Ave.)

<h3

Final Plat

Huntington Park II

A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

P.U.D. NO. 816

Deed of Dedication and Restrictive Covenants Huntington Park II

B. 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 IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION PROVIDED, HOWEVER, THAT DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

B. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITHE SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION.

1. AN ACCURATE SITE PLAN, AND
2. AN ACCURATE FLOOR PLAN, AND
3. ALL EXTERIOR ELEVATIONS, AND
4. THE COMPOSITION AND PITCH OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

3. NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN FOURTEEN HUNDRED (1,400) SQUARE FEET OF LIVING AREA. MULTI-STORY DWELLINGS SHALL HAVE A MINIMUM OF SEVENTEEN HUNDRED (1,700) SQUARE FEET OF LIVING AREA, PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF ELEVEN HUNDRED (1,100) SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES, OR BREEZEWAYS

4. EACH DWELLING SHALL HAVE A GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS.

5. DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE CONSISTING OF THE SAME COLOR AS SIDEWALKS, CURBS, ETC. WITHIN THE SUBDIVISION AND AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

6. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES.

7. STRUCTURES SHALL BE ERECTED WITH A ROOF MADE OF COMPOSITION SHINGLES, COLOR AND TYPE, TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE. ARCHITECTURAL LAMINATE STYLE, WEATHERED WOOD, HERITAGE II, OR STANDING SEAM METAL ROOFS ALLOWED. NO AG PANELED ROOFS ALLOWED.

8. A MINIMUM OF 100% COVERAGE (EXCLUDING WINDOWS, DOORS, COVERED PORCHES AND PATIOS) OF BRICK, NATURAL ROCK AND STUCCO EXTERIORS TO A HEIGHT OF THE FIRST FLOOR PLATE LINE SHALL BE REQUIRED ON ANY DWELLING OR OUTBUILDING IN THE SUBDIVISION. THE ARCHITECTURAL COMMITTEE MAY APPROVE AN EXCEPTION TO THE PROVISION UPON WRITTEN REQUEST.

9. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINES ON THE PLAT. NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE FEET (5') TO ANY SIDE LOT ON ONE SIDE, AND FIVE FEET (5') ON THE OTHER SIDE, THIS REQUIRING A COMBINED TOTAL OF AT LEAST TEN FEET (10') BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT. BUILDINGS ABUTTING A SIDE STREET MAY BE CONSTRUCTED UP TO THE 15 FOOT (15') BUILDING LINE (EXCEPT WHERE EASEMENTS ARE GREATER, PROVIDED THAT THE SET BACK SHALL BE TWENTY FEET (20') IF THE GARAGE ABUTS THE SIDE STREET. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE).

10. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE RESIDENCE. PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD BOUNDARY OF THE LOT. FENCES SHALL BE OF WOOD, BRICK, STUCCO, STONE OR CHAIN LINK, PROVIDED HOWEVER, CHAIN LINK FENCING SHALL NOT EXCEED 5 FEET IN HEIGHT, CHAIN LINK SHALL BE BLACK IN COLOR WITH WOOD SUPPORTING POSTS AND WOOD RAILS. BACK FENCING ALL LOTS IN BLOCK 6, EXCEPT LOT 5, SHALL BE LIMITED TO 5 FEET CHAIN LINK, BLACK IN COLOR WITH WOOD SUPPORTING POSTS AND RAILS. BARBED WIRE, MESH OR OTHER METAL FENCING ARE PROHIBITED. NO PRIVACY FENCE SHALL EXCEED 6 FEET IN HEIGHT.

11. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES ATTACHED TO THE REAR OF THE HOME AND NOT EXCEEDING TWENTY FOUR INCHES (24") IN DIAMETER) WHICH ARE PERMITTED, 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.

12. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED, OR MAINTAINED, OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE, AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE, IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING ON THE OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY.

13. ANY STRUCTURE OTHER THAN THE PRIMARY DWELLING SITUATED ON ANY LOT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND BE CONSTRUCTED OF THE SAME BUILDING MATERIALS UTILIZED FOR THE PRIMARY RESIDENCE ON SAID LOT. NO IMPROVEMENTS OTHER THAN THE SINGLE DWELLING PERMITTED ON EACH LOT SHALL BE UTILIZED AS TEMPORARY OR PERMANENT RESIDENCE.

14. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

15. NO NOXIOUS OR OFFENSIVE TRADES OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

16. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

17. 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, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

18. 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 SIX (6) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

19. NO CAMPERS, BOATS, TRAILERS, OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED ON THE LOT OR ON THE STREET.

20. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED AND MOVED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

21. THE OWNER OF EACH LOT SHALL MAINTAIN THE OVERLAND DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.

22. 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, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO OWNER SHALL CONSTRUCT OR PERMIT TO THE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTION WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS THEIR LOT.

23. NO BASKETBALL GOALS SHALL BE ALLOWED IN THE FRONT OR SIDE YARD OF ANY LOT.

24. MAILBOXES SHALL BE OF UNIFORM STYLE, COLOR, AND SIZE AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

25. NO ABOVE GROUND POOLS ALLOWED.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. 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. PUBLIC 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. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO COMMENCE ACTION AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS SHALL INURE TO THE BENEFIT OF AN OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO COMMENCE ACTION AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION II AND SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS, SHALL INURE TO THE BENEFIT OF AN OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, VIOLATE ANY OF THE COVENANTS WITHIN SECTION II AND/OR SECTION III, THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT, PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THE COVENANTS CONTAINED IN SECTION III, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OR HAS OCCURRED WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE COVENANTS SO LONG AS THE VIOLATOR IS CURING THE VIOLATION DILIGENTLY PROCEED TO COMPLETION IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS. THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED, IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL OWNER/DEVELOPER OR LOT OWNER, IF THE JUDICIAL ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR SECTION III AND THE DEFENDANT THAT IS PARTICIPATING IN THE EQUITABLE PROCEEDING HAS AN