

SPRING HILL FARMS

ALL OF THE WEST HALF (W/2) OF THE NORTHEAST QUARTER (NE/4)
SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST
AN ADDITION IN TULSA COUNTY, STATE OF OKLAHOMA

- 21. ALL MAX. EAVES SHALL BE MATCHED AND CONSTRUCTION MATERIAL SHALL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. HANGING SHEET DRIPSCOURSE LEADINGS SHALL BE EXPANDED AND BE CLEARLY IDENTIFIABLE FROM THE PUBLIC RIGHT-OF-WAY.
- 22. MINIMUM SQUARE FOOTAGE:
ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,000 SQUARE FEET OF FINISHED HEATED FLOOR AREA. COLLAGE MORE THAN ONE STORY IN HEIGHT SHALL CONTAIN A MINIMUM OF 1,400 SQUARE FEET OF HEATED FLOOR SPACE ON THE FIRST STORY.
- 23. NO TRAILER, TENT, GARAGE, BARN, BUNKER, WORK OR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE PLACED ON THE LOT FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. A TEMPORARY SALES TRAILER AND ONE TEMPORARY CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE DEVELOPER/OWNER ON EACH LOT FOR THE MAX. PER. OF THE RESIDENTIAL LOT HAVE BEEN SOLD.
- 24. CLOTHESLINES, EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.
- 25. PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON A LOT. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL DISPOSE OF THEM PROMPTLY BY THE END OF THE CONSTRUCTION.
- 26. LANDSCAPING: WITHIN 60 DAYS OF COMPLETION OF A HOUSE UPON A LOT IN SPRING HILL FARMS, THE OWNER SHALL BE RESPONSIBLE FOR SOONING THE FRONT YARD OF EACH LOT AND SOON, GRASS OR SEED THE ENTIRE AREA CONTAINED IN THE SIDE AND REAR YARDS. ADDITIONALLY, EACH OWNER SHALL PLANT THE EQUIVALENT WORTH OF \$100.00 IN LANDSCAPING MATERIALS (TREES, BUSHES, SHRUBS, GRASSES, PERENNIALS) WITHIN THE FRONT YARD OF EACH LOT. THESE LANDSCAPING MATERIALS SHALL BE PLANTED WITHIN 60 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF ROOFING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL BE A MINIMUM OF FIVE (5) TREES TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE THE STREET FOOT-OF-WAY OF THE LOT (MINIMUM OF AT LEAST 2" IN DIAMETER).
- 27. OUTBUILDINGS: NO DETACHED STORAGE STRUCTURES ARE ALLOWED ON ANY LOT.
- 28. WITHIN THE RESERVE AREAS A, B, AND C, IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN SIGNAGE ASSOCIATED WITH IDENTIFICATION OF THE SUBDIVISION.

SECTION III. ENFORCEMENT, DURATION, ASSIGNMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE ENFORCEABLE UPON THE DEVELOPER/OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I PUBLIC UTILITIES, EASEMENTS AND UTILITIES ARE NOT FOR SECTION COVENANTS AND THE SUPERSEDED RIGHTS SPECIFICALLY THEREIN AND STATED SHALL RELATE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION I, PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF TULSA COUNTY OKLAHOMA AND SHALL RELATE TO THE BENEFIT OF TULSA COUNTY, OKLAHOMA. ANY OWNER OF A LOT AND THE HOMEOWNERS ASSOCIATION, IF THE UNDERLYING DEVELOPER/OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LIABLE FOR TULSA COUNTY, ANY OWNER OF A LOT OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENTION OR THEM FROM SO DOING OR TO OBTAIN COMPENSATION FROM THE COVENANT.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TEN (10) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF RESTRICTION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. ASSIGNMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC UTILITIES, EASEMENTS AND UTILITIES, MAY BE ASSIGNED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND APPROVED BY THE OWNER OF THE LAND TO WHICH THE ASSIGNMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY CHAIRMAN OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS AND TULSA COUNTY, OKLAHOMA. EASEMENT AS PROVIDED IN SECTION II, PUBLIC UTILITIES, EASEMENTS AND UTILITIES CONTAINED WITHIN SECTION I, PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE ASSIGNED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND APPROVED BY THE OWNERS OF MORE THAN 50% OF THE LOTS AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION. TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR TULSA COUNTY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PUBLIC UTILITIES, EASEMENTS AND UTILITIES, MAY BE ASSIGNED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND APPROVED BY THE LOT OWNERS OF MORE THAN 50% OF THE LOTS. THE PROVISIONS OF ANY INSTRUMENT ASSIGNING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED AND RECORDED.

D. SEVERABILITY

QUALIFICATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, "OWNER/DEVELOPER" HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 20__.

SPRING HILL FARMS, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
VICE-PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20__, PERSONALLY APPEARED TO ME _____, A PERSON WHO REPRESENTS THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS VICE-PRESIDENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH 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 _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PUD IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE FOREGOING LOTS, GENERALLY ACCEPTED PRACTICE, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20__.

BY: DAN E. TANNER
REGISTERED LAND SURVEYOR

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON _____ DAY OF _____, 20__, PERSONALLY APPEARED TO ME DAN E. TANNER, REGISTERED LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

THE TULSA COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PUD FOR THE USE OF PUBLIC WATER SYSTEMS AND ON SITE SEWER SYSTEMS ON THIS _____ DAY OF _____, 20__.

ENVIRONMENTAL PROGRAM STATEMENT
DEPARTMENT OF ENVIRONMENTAL QUALITY