

SIGNAL HILL II  
DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS

**KNOW ALL MEN BY THESE PRESENTS:**

**AMERICAN LAND PROPERTY COMPANY**, an Oklahoma Limited Partnership, hereinafter referred to as the "Owner", is the owner of the following described land situated in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

Part of Sections 15 and 16, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the N/2 NW/4 NW/4 SW/4 of said Section 15;

Thence S 89° 59'41"W a distance of 108.48 feet to a point on the Easterly Right-of-Way of South Yale Avenue;

Thence Northerly along said Right-of-Way 119.41 feet along a curve to the right with a radius of 171.60 feet, a central angle of 39° 52'12" and an initial tangent bearing of N 23° 24'55"W;

Thence N 16° 27'17"E along said Right-of-Way a distance of 975.76 feet;

Thence continuing Northerly along said Right-of-Way 112.32 feet along a curve to the left with a radius of 391.10 feet and a central angle of 16° 27'16" to the Southwest corner of "Signal Hill" a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the official recorded Plat, Plat No. 4816, as filed in the land records of the Tulsa County Clerk;

Thence S 89° 04'45"E along the Southerly line of said "Signal Hill" a distance of 169.21 feet;

Thence N 66° 34'21"E along the Southerly line of said "Signal Hill" a distance of 31.88 feet;

Thence S 78° 31'13"E along the Southerly line of said "Signal Hill" a distance of 228.86 feet;

Thence N 70° 18'54"E along the Southerly line of said "Signal Hill" a distance of 262.79 feet;

Thence S 02° 14'52"E along the Southerly line of said "Signal Hill" a distance of 175.92 feet;

Thence S 59° 20'57"E along the Southerly line of said "Signal Hill" a distance of 347.57 feet to a point on the Westerly Right-of-Way of South Canton Avenue;

Thence S 00° 02'02"E along said Westerly Right-of-Way a distance of 142.14 feet;

Thence continuing Southerly along said Westerly Right-of-Way 165.46 feet along a curve to the right with a radius of 190.00 feet and a central angle of 49° 53'39";

Thence continuing Southeasterly along said Westerly Right-of-Way 179.78 feet along a curve to the right with a radius of 173.18 feet, a central angle of 59° 28'45" and an initial tangent bearing of S 59° 28'45"E;

Thence S 00° 00'00"E along said Westerly Right-of-Way a distance of 97.00 feet to a point on the South line of the E/2 SW/4 NW/4;

Thence N 89° 59'49"W along said South line 510.37 feet to the Southwest corner of said E/2 SW/4 NW/4;

Thence S 00° 02'23"E along the East line of the N/2 NW/4 NW/4 SW/4 of said Section 15 a distance of 329.73 feet to the Southeast corner of said N/2 NW/4 NW/4 SW/4;

Thence N 89° 59'36"W along the South line of said N/2 NW/4 NW/4 SW/4 a distance of 660.55 feet to the "Point of Beginning", containing 1,086,030 square feet or 24.93 acres.

And has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "SIGNAL HILL II", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma (the "Subdivision").

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### A. Public Streets and General Utility Easements:

The owner does hereby dedicate for the public use, South Yale Avenue, as designated on the accompanying plat, and does further dedicate for the public use the utility easements as designated on the accompanying plat, and does dedicate a utility easement along, on, or under any bridge situated within the private streets designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, 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 and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easement, shown in said plat for the purpose of furnishing water and/or sewer services to the area included in said plat.

No building, structure, or other above or below ground obstruction that will interfere with the purpose aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

The owner shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

B. Underground Electric and Communication Service:

1. Overhead lines for the supply of electric and communication service may be located along South Yale Avenue. Elsewhere throughout the Subdivision, all supply lines shall be located underground in the easement-ways reserved for general utility services and in the public street shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables to all structures which may be located on all lots in the Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; PROVIDED, that upon the installation of such a service cable to a particular structure, 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 (5) 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 structure.

3. The supplier of electric or communication service, 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 electric or communication facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric or 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 supplier of electric and/or communication services shall be responsible for ordinary maintenance of underground electric or communication facilities, but the owner of a lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. 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.

C. Water and Sewer Services:

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the depicted utility easement areas, the alteration grade in excess of three (3) feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited.

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

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

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Tulsa shall use reasonable care in the performance of such activities.

6. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Tulsa or its successors, and the owner of each lot agrees to be bound hereby.

D. Overland Drainage Easements:

1. For the common use and benefit of the owners of lots within the Subdivision and for the benefit of the City of Tulsa, the Owner herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat as "Overland Drainage Easement" for the purposes of permitting the flow, conveyance, and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the Subdivision.

2. Drainage facilities constructed in overland drainage easements shall be in accordance with adopted standards of the City of Tulsa and plans and specifications approved by the Department of Public Works of the City of Tulsa.

3. No fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Department of Public Works of the City of Tulsa; provided, however, that the planting of turf or single trunk trees having a caliber of not less than two and one-half (2 ½) inches shall not require the approval of the Department of Public Works of the City of Tulsa, and provided further that fencing, walls and plantings shall be permitted across those portions of the restricted drainage easement in which enclosed storm water conduits have been constructed.

4. The overland drainage easement areas and facilities located thereon shall be maintained by the owner of the realty upon which said overland drainage easement is located at his cost in accordance with standards prescribed by the City of Tulsa. In the event the owner of realty over which a overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Tulsa or its

designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of said realty. In the event such owner fails to pay the cost of said maintenance after completion of the maintenance and receipt of the statement of costs, the City of Tulsa may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against such realty of said owner which lien may be foreclosed by the City of Tulsa.

5. The Signal Hill Homeowner Association will have maintenance responsibilities for the overland drainage easements on lots 19, 20, 21, 22, And 23, Block 2. The association shall have the right of entry the granted access easements to maintain the drainageway. Furthermore, in the event the drainage channel erodes outside the easement area, it shall be the responsibility of the Signal Hill Homeowner Association to take the steps to correct the situation. The City of Tulsa will have no erosion control responsibilities; the City will only be responsible to keep the drainageway clear and free of blockages.

E. Storm Water Detention Easement:

1. For the common use and benefit of the owners of lots within the Subdivision and for the benefit of the City of Tulsa, the Owner herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat of the Subdivision as "Storm Water Detention Easement" for the purpose of permitting the construction and maintenance of storm water detention facilities necessary to meet City of Tulsa detention requirements applicable to the Subdivision, and for the further purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the Subdivision.

2. Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the city of Tulsa, and plans and specifications approved by the Department of Public Works of the City of Tulsa.

3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement areas nor shall there be any alteration of the grades or contours in such easement unless approved by the Department of Public Works of the City of Tulsa; provided, however, that the planting of turf or single trunk trees having a caliber of not less than two and one-half (2 ½) inches shall not require the approval of the Department of Public Works of the City of Tulsa.

4. The detention easements or drainage areas and facilities located thereon shall be maintained by a property owners' association to be established as provided in Section IV below, whose membership shall consist of the owners of lots within the Subdivision, and such maintenance shall be at the cost of said property owners' association and in accordance with the following standards:

- (a) The detention easement areas shall be kept free of obstruction and debris;
- (b) The detention easement areas shall be mowed during the growing season at intervals not exceeding four (4) weeks;

(c) Concrete appurtenances, if any, shall be maintained in good and working condition; and

(d) Trickle channels, if any, shall be cleaned of siltation and vegetation twice yearly.

5. In the event the property owners' association, to be formed as hereinafter provided, should fail to properly maintain the detention easement areas and facilities therein situated, the City of Tulsa, or its designated contractor, may enter the detention easement areas and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by said property owners association.

6. In the event the aforesaid property owners 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 may file of record a copy of the statement of cost, and thereafter the costs shall be a lien against each of the lots within the Subdivision; PROVIDED, HOWEVER, the lien against each lot shall not exceed its proportionate share of the cost of maintenance. A lien established as above provided may be foreclosed by the City of Tulsa.

F. Exercise of Regulatory Authority:

Any powers of the Department of Public Works of the City of Tulsa granted by the provisions of Subsection D, Overland Drainage Easement, and Subsection E, Storm Water Detention and Drainageway Easement, may in all instances be exercised by the Mayor and City Council of the City of Tulsa, whether or not any otherwise determinative action of the Department of Public Works of the City of Tulsa has been taken.

G. Termination of Public Rights:

Any public rights in an overland drainage easement or a storm water detention easement may be terminated, released or cancelled upon resolution being adopted by the City Council of the City of Tulsa.

H. Private Streets:

The streets, except South Yale Avenue, as shown on the accompanying plat are herein designated as private streets for the common use and benefit of the owners of lots within the Subdivision, their guests and invitees, and the general public, for the purpose of providing access to and from the various lots, decorative fencing and landscaping, and are reserved by Owner for subsequent conveyance to the property Owners' association to be formed as provided in Section IV below for the purpose of the administration and maintenance of the streets and other common areas of the Subdivision subject to the grants contained I the next succeeding paragraph.

The Owner hereby grants to the City of Tulsa, the United States Postal Service and to any public utility providing a utility service to the Subdivision, the right to enter and traverse the private streets and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment and does further grant to the City of Tulsa and to any public utility providing a utility service to the Subdivision the right to make various underground utility crossings of the private streets as reasonably necessary to provide service, and upon the installation of any such utility line, cable or facility, such grantee shall be

deemed to have a definitive perpetual easement covering a strip ten (10) feet in width extending five (5) feet on each side of the utility line, cable or facility

The Owner, for itself and its successors, hereby covenants with the city of Tulsa, which covenants shall run with the land and inure to the benefit of the City of Tulsa and shall be enforceable by the City of Tulsa.

1. To construct and maintain an all weather hard surfaced private street of not less than twenty-six (26) feet in width extending the full length of the private streets depicted within the accompanying plat.

2. To prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental vehicle, specifically any fire vehicle, from the free usage of the private streets.

3. All private streets within the Subdivision shall be open to general public.

The City of Tulsa shall have no duty to maintain any private street nor have any implied obligation to accept any subsequent tender of dedication of any such private street.

I. Limits of No Access:

The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the Subdivision adjacent to South Yale Avenue within the bounds designated on the attached plat as "Limits of No Access", which "Limits of No Access" may be modified, amended, or released by the Tulsa Metropolitan Area Planning Commission or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

## SECTION II. RESTRICTIONS

WHEREAS, the land within the Subdivision (and adjacent land of Owner hereinafter described) was submitted to the appropriate governmental authorities for approval as a Planned Unit Development pursuant to authorities for approval as a Planned Unit Development pursuant to Sections 1100 to 1107 of Title 42, Tulsa Revised Ordinances (Tulsa Zoning Code) as the same existed on November 29, 1989, which Planned Unit Development submission was approved by the Mayor and Board of Commissioners of the City of Tulsa as Planned Unit Development No. 458 on January 9, 1990, the implementing Ordinance No. 17275, being adopted January 23, 1990; and

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development of the Subdivision and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns; and

WHEREAS, the Planned Unit Development provisions of the Tulsa Zoning Code require the establishment of covenants of record, enforceable by the City of Tulsa, sufficient to assure the implementation of and continued compliance with the approved Planned Unit Development.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner, its successors and assigns, including all owners of any interest in any lot in the Subdivision:

A. Use of Land:

1. The development of the Subdivision shall be subject to the Planned Unit Development provisions of the Tulsa Zoning Code, Sections 1100-1170, Title 42, Tulsa Revised Ordinances, as the same existed on January 23, 1990.

2. All lots within the Subdivision shall be known and described as residential lots and shall be used solely for single-family residences and single family residential purposes, but may also include accessory quarters for domestic help.

3. The aggregate number of dwelling units to be constructed within the subdivision shall not exceed fifty seven (57).

4. Reserve Area "A" shall be used for open space, recreation and stormwater drainage and detention facilities, and is reserved for subsequent conveyance to the property owners' association to be formed pursuant to Section IV hereof.

B. Architectural Committee-Plan Review:

1. No building, fence, or wall shall be erected, placed or altered on any lot in the Subdivision until the building plans and specifications, drainage and grading plan of the lot, erosion and sediment control plan of the lot, exterior color scheme and material thereof, and plot plan thereof (which plot plan shows the location and facing of such structure (s) have been approved in writing by a majority of an Architectural Committee composed of the General Partner of Owner, Stephen E. Jackson, or their duly authorized representative, representatives or successors. In the event of the death or resignation of any member of the above-named Committee, the remaining member or members shall have full authority to approve or disapprove such plans and specifications, drainage and grading plan of the lot, erosion and sediment control plan of the lot, exterior color scheme and materials thereof and plot plan, or to designate a representative or representatives with like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as his predecessor, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such building plans and specifications, drainage and grading plan of the lot, erosion and sediment control plan of the lot, exterior color scheme and materials thereof, and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such structure 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.

2. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of building plans and specifications, drainage and grading plan of the lot, erosion and sediment control plan of the lot, exterior color scheme and material thereof, and plot plan thereof or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the



materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans and specifications, drainage and grading plan of the lot, erosion and sediment control plan of the lot, exterior color scheme and material thereof, and plot plan thereof and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval, or failure to approve of any building plans and specifications, drainage and grading plan of the lot, erosion and sediment control plan of the lot, exterior color scheme and material thereof, and plot plan thereof or other submittals shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in the Subdivision from maintaining any legal action relating to improvements within the Subdivision which they would otherwise be entitled to maintain.

3. The powers and duties of the Committee or its designated representative shall cease on the 1<sup>st</sup> day of January, 1997, or on the date the Committee's powers and duties are transferred to the property owners' association hereinafter described, whichever event occurs first. Thereafter, the powers and duties of the Committee shall be exercised by said property owner's association.

C. Minimum Lot Size, Yards, Setbacks, Height and Parking:

1. Minimum Lot Size. No lot shall be lot-split or re-subdivided into any lot or building plot having an area of less than 12,000 square feet; PROVIDED, HOWEVER, that a lot may be divided into a parcel having less than 12,000 square feet if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two parcels is not less than 12,000 square feet.

2. Street Setback. No building shall be erected or maintained nearer to a street (public or private) than the building setback lines depicted on the plat. Garages that access a side street shall be set back a minimum of twenty (20) feet. All houses shall face the most restrictive building line.

3. Side Yard. Each lot shall maintain side yards which are not less than ten (10) feet in width.

4. Rear yard. Each lot shall maintain a rear yard of at least twenty-five (25) feet; PROVIDED, HOWEVER, the customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than ten (10) feet to any lot line measured from the ace of the building nor encroach upon any utility easement.

5. Lot Boundary Adjustment. Where by reason of lot-splitting or by reason of the acquisition of an adjoining lot, or portion thereof, a lot line as originally platted divides the ownership, the owner may declare by recorded document that his ownership lines shall serve as lot lines and thereafter all yards and setbacks shall be measured from the declared lot lines. It is the intent of the foregoing provision and the provisions of Paragraph 1 above, to permit adjustment in lot boundaries, but in no event shall an ownership area be less than 12,000 square feet, not shall the number of dwelling units within the Subdivision exceed fifty seven (57).

6. Building Height. Shall not exceed a maximum of thirty-five (35) feet.

7. Parking. A minimum of two (2) off-street parking spaces shall be provided for each lot.

8. Statutory Right of Way. No habitable building shall be erected within the section line statutory right of way depicted on the plat.

D. Floor area of Dwellings.

1. Single Story. A single story dwelling shall have at least 3,000 square feet of finished heated living area.

2. Two-Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 2,100 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 3,000 square feet of finished heated living area.

3. Computation of Living Area. The computation of living area shall not include any basement, garage or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) feet six (6) inches for at least one-half (1/2) of the required living area, and any area of less than five (5) feet in height shall be excluded.

4. Waiver. The Architectural Committee may waive, in a particular instance, the floor area requirements set out in Paragraphs 1 and 2 of this Subsection D; PROVIDED, such waiver to be effective must be in writing, dated and signed by a majority of such committee.

E. Garage:

Each dwelling shall have a garage for at least two automobiles and the vehicular entryway of the garage shall not face the lot front; PROVIDED, the facing limitation may be waived by the Architectural Committee in a particular instance.

F. Building Material Requirements:

1. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 75% brick, stone or stucco; 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 the interior room ceiling line due to the construction of such gable type roof, then that portion of such wall extending 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 dwelling.

2. Windows and Doors. All doors and windows in each dwelling shall be made of wood. No metal windows or doors of mill finish shall be permitted.

3. Roofing. The roof of the dwelling erected on any lot shall be wood shingle, cement tile, clay tile or slate.

4. Waiver. The Architectural Committee may waive, in a particular instance, the building material requirements set out in Paragraphs 1, 2 and 3 of this Subsection F; PROVIDED, such waiver to be effective must be in writing, dated and signed by a majority of such Committee.

G. Commercial Structures:

No building or structure shall be placed, erected or used at any time for any business, professional, trade or commercial purpose on any portion of any lot; PROVIDED, HOWEVER, that Owner, as the developer of the Subdivision may maintain a sales office in the Subdivision for the sale of the Subdivision lots and building contractors may maintain sales offices and model homes in the Subdivision for the sale and display of homes located, or to be located, in the Subdivision.

H. Livestock and Poultry Prohibited:

No animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept; PROVIDED, that they are not kept, bred or maintained for any commercial purpose.

I. Noxious Activity:

No noxious or offensive trade or activity may be conducted upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

J. Signs Prohibited:

The construction or maintenance of advertising signs or other advertising structure on any lot is prohibited, except as follows:

1. Signs advertising the sale of the lot or sale or rental of the improvements thereon are permitted; PROVIDED, they do not exceed nine (9) square feet in display surface area.

2. During the development period of the Subdivision, sign advertising the Subdivision or the initial offering of a lot may be located at the entrance to the Subdivision.

3. Permanent signs identifying the subdivision may be located within the private street right-of-way at the entrance to the Subdivision.

K. Existing Buildings:

No existing building (or used structure) of any kind may be moved onto or placed on any lot; PROVIDED, HOWEVER, that the Owner, as developer of the Subdivision, may maintain a sales office in a temporary structure for the sale of lots in the Subdivision.

L. Temporary Structures and Outbuildings:

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall at any time be used for human habitation, temporarily or permanently.

2. Any building which is detached from the principal dwelling on a lot shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the plans, specifications and design thereof are approved by the Architectural Committee as provided by the terms of Subsection B of Section II.

M. Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within the Subdivision.

N. Antennae:

No exterior radio or television tower, aerial, antenna or satellite dish shall be located upon any lot.

O. Perimeter Fencing and Walls:

The owner herein establishes for the benefit of the property owners' association described in Section IV below, a perpetual easement along the West three (3) feet of the Subdivision, such easement being designated and depicted on the accompanying plat as "landscape easement", for the purpose of the erection and maintenance of decorative and/or security fencing and walls, landscaping and irrigation system. If the Owner or said property owners' association shall have constructed such facilities along the Yale Avenue boundary of the Subdivision or within the easement imposed as above described, the maintenance of such facilities shall be the obligation of the property owners' association.

P. Interior Fences and Walls:

Interior fences and walls situated upon residential lots shall comply with the following:

1. No such fence or wall shall exceed six (6) feet in height. No fence or wall shall be erected or maintained nearer to the streets within the Subdivision than the building setback lines depicted on the plat.

Except as set forth in paragraph 2 immediately below, fences or walls shall be of wood, brick, stone, stucco or wrought iron.

2. No fence or wall shall be erected on that portion of any lot in the Subdivision abutting Reserve "A" except for decorative fencing or walls. "Decorative fencing or walls" shall

not exceed three (3) feet in height and shall be of the same décor, materials (i.e. wrought iron, etc.) and styling as used in the architecture and construction of the dwelling situated on the lot.

3. No fence or wall shall be erected on any lot until the plans, specifications and design thereof have been approved by the Architectural Committee as provided in Subsection B of Section II, and the Architectural Committee may waive in a particular instance the requirements or limitations set forth in Paragraphs 1 and 2 of this Subsection P.

Q. Retaining Walls:

Retaining walls shall be constructed of the same materials as used in the construction of the dwelling situated on the lot and shall conform to the same architecture utilized for such dwelling. No railroad ties may be used in the construction of any retaining wall. Plans for all retaining walls must be submitted and approved by the Architectural Committee.

R. Temporary Trash Receptacle:

A temporary trash receptacle is required on each lot during the construction period of the house. The maintenance of the trash receptacle is the responsibility of the individual lot owner and shall be emptied on a regular basis or as needed.

S. Site Grading and Drainage Plan:

A site grading and drainage plan shall be required to be submitted to the Architectural Committee and approved prior to any construction. The site grading and drainage plan shall be a part of the submittal to the City of Tulsa for a building permit. The information included within the plan shall be in compliance with the requirements of Chapter 500 of the City of Tulsa Public Works Department, Storm Water Management Manual for Drainage Planning submittal requirements.

T. Erosion and Sediment Control Plan:

An erosion and sedimentation plan shall be submitted and approved by the Architectural Committee prior to any construction. The erosion and sedimentation control plan shall be a part of the submittal to the city of Tulsa for a building permit. The information included within the plan shall be in compliance with the requirements of Chapter 1500 of the City of Tulsa Public Works Department, Storm Water Management Manual for Erosion and Sedimentation.

### SECTION III. PROPERTY OWNERS' ASSOCIATION

A. Formation of Owners' Association:

The Owner has formed or shall cause to be formed the Signal Hill Property Owners' Association, Inc. (hereinafter referred to as the "Association", a non-profit entity established or to be established pursuant to the General Corporation Act of the State of Oklahoma and formed for the general purpose of maintaining the private streets and other common areas within the Subdivision and within any subdivision into which the adjacent property is platted and enhancing the value, desirability and attractiveness of each of the subdivisions.

B. Membership:

Every person or entity who is a record owner of the fee interest of a lot in the Subdivision and in any subdivision into which the adjacent property is platted shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot in the Subdivision or in any subdivision into which the adjacent property is platted shall constitute acceptance of membership in the Association as of the date of recording of the deed.

C. Covenant for Assessments:

The Owner and each subsequent owner of a lot in the Subdivision and in any subdivision into which the adjacent property is platted, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment for maintenance of the private streets, Reserve "A", the entrance way, and other common areas in the Subdivision and for the maintenance of the private streets, entranceways and common areas in the subdivision into which the adjacent property is platted and for such other purposes as the Board of Directors of the Association shall, from time to time, determine. The amount of the annual assessment each year shall be determined by majority vote of the Board of Directors of the Association unless otherwise provided by the Bylaws of the Association as established by the Board of Directors of the Association. Each lot in the Subdivision and, when platted and sold, each lot in any subdivision into which the adjacent property is platted, shall bear its pro rata share of this annual assessment and such pro rata share, together with 10% interest, costs and reasonable attorneys' fees shall be a continuing lien on such lot and the personal obligation of the owner (s) at the time of any such assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

D. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this document to the same extent as all other beneficiaries thereof, including each lot owner, the City of Tulsa and the supplier of any utility service within the Subdivision, and shall have the right to enforce said covenants and agreements.

E. Certain Obligations of the Association:

Subject to satisfaction of the conditions precedent set forth below, upon the amendment of this Deed of Dedication and the plat of the Subdivision to incorporate and add thereto any part of the Adjacent Property, the obligations of the Association shall further include the administration, management and maintenance of all private streets, entranceways and other common areas contained within said part of the Adjacent Property. Likewise, subject to satisfaction of the conditions precedent set forth below, if the Adjacent Property is subdivided and platted into a separate residential subdivision, this Association will be charged with the administration, management and maintenance of all private streets, entranceways and other common areas contained within such Subdivision in the same manner and to the same extent as provided herein for the Subdivision.

The following are conditions precedent to the performance of the obligations imposed upon the Association in this Subsection E:

1. There must be filed in the appropriate records of Tulsa County, Oklahoma, an amended plat and Deed of Dedication of the Subdivision, or there must be filed in said records a plat and Deed of Dedication of the subdivision into which the Adjacent Property is subdivided and platted if the Adjacent Property is independently platted and subdivided in lieu of such amendment.

2. The Association must have received a deed of conveyance to that part of the Adjacent Property comprising the private streets and other common areas thereof.

3. In the event of the platting of the Adjacent Property into a separate or independent subdivision, there must have been filed in the appropriate records a Tulsa County, Oklahoma, covenants obligating the Owners of lots in such independent subdivision to become members of the Association and to pay assessments for common area maintenance at least equal to the assessments required of the owners of lots in the Subdivision by the provisions of this Section IV.

#### **SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

A. Enforcement:

The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under them. Within the provisions of Subsections B, C and E of Section I, are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Subsection I, Private Streets, of Section I, and Subsections A, C and D of Section II, are established pursuant to the planned unit development provisions of the Tulsa Zoning code and shall inure to the benefit of all owners of residential lots within the Subdivision and to the Association and shall inure to the benefit of the City of Tulsa. The remaining covenants within Section II shall inure only to the benefit of owners of residential lots within the Subdivision and the Association. If the Owner or its successors or assigns violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the Subdivision or the Association, or the City of Tulsa, as to violations of the covenants contained in Subsection J of Section I, and Subsections A, C, D and E of Section II 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.

B. Duration:

These restrictions shall remain in full force and effect until August 31, 2015, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. Amendment:

The covenants contained within Subsection J of Section I and Subsections A, C and D of Section II may be amended, modified, changed or cancelled only by a written instrument signed and acknowledged by the Tulsa Metropolitan Area Planning Commission or its successors, and by the owners of more than 75% of the lots within the Subdivision and the provisions of such instrument shall be binding from and after the date it is properly recorded. The remaining covenants of Section II herein established may be amended, modified, changed or cancelled only by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the Subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded. The Owner shall have four (4) votes for each lot it owns until it transfers title to fifty-two (52) of the lots in the Subdivision to unrelated third parties.

D. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by a final and unappealable order, judgment, or decree of any Court shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, AMERICAN LAND PROPERTY COMPANY has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

AMERICAN LAND PROPERTY COMPANY

ATTEST:

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(SEAL)



STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for the said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 1993, personally appeared \_\_\_\_\_ to me known as the identical person who subscribed the name of AMERICAN LAND PROPERTY COMPANY to the foregoing instrument as its President 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 my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

#### Certificate of Survey

I, Jerry W. Ledford, of Tulsa Engineering and Planning Associates, Inc., a Registered Professional Engineer and Land Surveyor, in the State of Oklahoma, hereby certify that I have, at the instance of the owners designated above, caused this survey to be performed under my responsible charge; subdivided and platted the tract of land herein described above, and that said plat designated herein as "Signal Hill II", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices and meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 1993.

By:

\_\_\_\_\_  
Jerry W. Ledford, P.E., L.S.

(SEAL)  
Registered Professional  
Engineer No. 13555

(SEAL)  
Registered Professional  
Land Surveyor No. 1253

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STATE OF OKLAHOMA )  
 )           SS  
COUNTY OF TULSA )

The foregoing Certificate was duly acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 1993, by Jerry W. Ledford, a Registered Professional Engineer and Registered Land Surveyor, as President on behalf of TULSA ENGINEERING & PLANNING ASSOCIATES, INC., an Oklahoma corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_