

Deed of Dedication
TIMBERLING HOLLOW

KNOW ALL MEN BY THESE PRESENTS:

JERRY R. GORDON DEVELOPMENT, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER / DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHWEST QUARTER (S/2 SW/4) OF SECTION (22), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER (SWC) OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO (22); THENCE, ALONG THE WEST LINE OF SAID SECTION ON A BEARING OF NORTH 00°40'25" EAST FOR A DISTANCE OF 657.88 FEET; THENCE, ON A BEARING OF SOUTH 88°55'07" EAST FOR A DISTANCE OF 49.75 FEET TO THE POINT OF BEGINNING (POB); THENCE, ON A BEARING OF NORTH 00°40'25" EAST FOR A DISTANCE OF 657.73 FEET; THENCE ON A BEARING OF SOUTH 88°43'56" EAST FOR A DISTANCE OF 607.40 TO THE SOUTHWEST CORNER OF LOT THREE (3), BLOCK NINE (9), PRATTWOOD ESTATES IV, BLOCKS EIGHT (8) AND NINE (9); THENCE, ALONG THE SOUTH LINE OF SAID LOT THREE (3) ON A BEARING OF SOUTH 89°01'09" EAST FOR A DISTANCE OF 66.49 FEET TO THE NORTHWEST CORNER OF LOT FOUR (4), BLOCK NINE (9), PRATTWOOD ESTATES IV, BLOCKS EIGHT (8) AND NINE (9); THENCE, ALONG THE WEST LINE OF SAID LOT FOUR (4) ON A BEARING OF SOUTH 15°32'41" EAST FOR A DISTANCE OF 205.68 FEET; THENCE, ON A BEARING OF SOUTH 09°32'31" EAST FOR A DISTANCE OF 50.00 FEET; THENCE, ON A CURVE TO THE LEFT HAVING A BEGINNING TANGENT OF NORTH 80°27'29" EAST AND A RADIUS OF 851.01 FEET FOR A DISTANCE OF 143.43 FEET; THENCE, ON A BEARING OF NORTH 70°48'06" EAST FOR A DISTANCE OF 274.01 FEET; THENCE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 173.99 FEET FOR A DISTANCE OF 61.49 FEET; THENCE, ON A BEARING OF SOUTH 88°56'53" EAST FOR A DISTANCE OF 419.93 FEET; THENCE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 180.70 FEET FOR A DISTANCE OF 60.23 FEET; THENCE, ON A BEARING OF NORTH 71°57'14" EAST FOR A DISTANCE OF 189.66 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 219.73 FEET FOR A DISTANCE OF 70.32 FEET; THENCE, ON A BEARING OF SOUTH 89°42'39" EAST FOR A DISTANCE OF 4.00 FEET; THENCE ON A BEARING OF SOUTH 88°51'59" EAST FOR A DISTANCE OF 349.99 FEET; THENCE, ON A BEARING OF NORTH 00°07'39" EAST FOR A DISTANCE OF 20.00 FEET; THENCE ON A BEARING OF SOUTH 88°51'59" EAST FOR A DISTANCE OF 0.55 FEET; THENCE, ON A BEARING OF SOUTH 00°06'19" EAST FOR A DISTANCE OF 309.51 FEET; THENCE, ON A BEARING OF SOUTH 88°51'59" EAST FOR A DISTANCE OF 310.00 FEET TO THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE, ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER ON A BEARING OF SOUTH 00°06'19" EAST FOR A DISTANCE OF 347.02 FEET; THENCE, ON A BEARING OF NORTH 88°53'54" WEST FOR A DISTANCE OF 330.92 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE ON A BEARING OF SOUTH 00°00'29" EAST ALONG SAID WEST LINE FOR 609.97 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST 41ST STREET SOUTH; THENCE, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER ON A BEARING OF NORTH 88°53'54" WEST FOR A DISTANCE OF 1659.78 FEET; THENCE, ON A BEARING OF NORTH 00°31'25" EAST FOR A DISTANCE OF 608.12 FEET; THENCE, ON A BEARING OF NORTH 88°55'07" WEST FOR A

DISTANCE OF 612.57 FEET TO THE POINT OF BEGINNING, CONTAINING 56.477 ACRES OF LAND;

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 158 LOTS, 7 BLOCKS, STREETS, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TIMBERLING HOLLOW", A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" 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, 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/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS, 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 USES AND PURPOSES OF AN EASEMENT 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 AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. ELSEWHERE THROUGHOUT THE SUBDIVISION STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-

WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN EASEMENTWAYS.

2. UNDERGROUND SERVICES CABLES AND GAS LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE 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, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR GAS MAIN EXTENDING FROM THE SERVICE PEDESTAL, GAS MAIN, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

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

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OWNER'S LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH PUBLIC WATER, AND SEWER MAINS, SHALL BE PROHIBITED.
3. THE CITY OF SAND SPRINGS, OKLAHOMA, 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 SAND SPRINGS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 OR SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF TIMBERLING HOLLOW, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL

BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF SAND SPRINGS, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENT

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

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST 41ST STREET SOUTH AND SOUTH 129TH WEST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE SAND SPRINGS PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF SAND SPRINGS, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

H. PARK DEDICATION AREA AND STORM WATER DETENTION EASEMENTS (RESERVE AREAS "A" & U/E AND "E" & U/E)

1. FOR THE COMMON USE AND BENEFIT OF THE PUBLIC, THE OWNER/DEVELOPER DOES HEREBY DEDICATE RESERVE AREAS "A" & U/E AND "E" AND U/E TO THE CITY OF SAND SPRINGS FOR PUBLIC PARKLAND AREA. DEDICATION OF RESERVE AREAS "A" & U/E AND "E" & U/E SHALL OCCUR UPON FILING OF THE PLAT OF TIMBERLING HOLLOW; HOWEVER, PRIOR TO SUCH FILING, THE OWNER / DEVELOPER SHALL CONSTRUCT AND INSTALL ALL IMPROVEMENTS RELATIVE TO THE STORM WATER DETENTION EASEMENT AREAS TO THE SATISFACTION OF THE CITY OF SAND SPRINGS.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "A" & U/E AND "E" & U/E SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "A" & U/E AND "E" & U/E SHALL BE MAINTAINED BY THE CITY OF SAND SPRINGS. MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREAS.

I. STORM WATER DETENTION EASEMENTS (RESERVE AREAS "C" & U/E AND "D" & U/E)

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF SAND SPRINGS, OKLAHOMA, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREAS "C" & U/E AND "D" & U/E FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN TIMBERLING HOLLOW AND FROM PROPERTIES NOT INCLUDED WITHIN TIMBERLING HOLLOW.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "C" & U/E AND "D" & U/E SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "C" & U/E AND "D" & U/E SHALL BE MAINTAINED BY A HOMEOWNERS' ASSOCIATION COMPRISED OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION. MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE HOMEOWNERS' ASSOCIATION AS SET FORTH UNDER SECTION III, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - A. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - B. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
4. IN THE EVENT THE APPLICABLE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION OBLIGATED TO MAINTAIN RESERVE AREA "C" & U/E AND "D" & U/E FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO RESERVE AREA "C" & U/E AND "D" & U/E, AS ABOVE SET FORTH, THE CITY OF SAND SPRINGS, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF SUCH MAINTENANCE COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN BLOCKS 1-7, TIMBERLING

HOLLOW, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO 1/158 OF THE COSTS. THE CITY OF SAND SPRINGS OR THE SAND SPRINGS PUBLIC WORKS AUTHORITY MAY THEN COLLECT SUCH COSTS BY ADDING SUCH COSTS TO RESIDENTIAL LOT OWNERS WATER BILLING FEES WITHIN TIMBERLING HOLLOW.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF SAND SPRINGS, OKLAHOMA.

J. OVERLAND DRAINAGE EASEMENT AND OPEN SPACE AREA (RESERVE AREAS "B", OD/E & U/E AND "F", OD/E & U/E)

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF SAND SPRINGS, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OD/E" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND 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 THE ADOPTED STANDARDS OF THE CITY OF SAND SPRINGS, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SAND SPRINGS, OKLAHOMA.
3. DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREA "B", OD/E & U/E AND "F", OD/E & U/E SHALL BE MAINTAINED BY A HOMEOWNERS' ASSOCIATION COMPRISED OF ALL OWNERS OF RESIDENTIAL LOTS WITHIN TIMBERLING HOLLOW. MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE HOMEOWNERS' ASSOCIATION AS SET FORTH UNDER SECTION III AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - A. THE OVERLAND DRAINAGE EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - B. THE OVERLAND DRAINAGE EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
4. IN THE EVENT THE APPLICABLE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION OBLIGATED TO MAINTAIN RESERVE AREAS "B", OD/E & U/E AND "F", OD/E & U/E FAILS TO PAY THE

COST OF MAINTENANCE APPLICABLE TO RESERVE AREA "B", OD/E & U/E AND "F", OD/E & U/E, AS ABOVE SET FORTH, THE CITY OF SAND SPRINGS, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF SUCH MAINTENANCE COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN BLOCKS 1-7, TIMBERLING HOLLOW, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO 1/158 OF THE COSTS. THE CITY OF SAND SPRINGS OR THE SAND SPRINGS PUBLIC WORKS AUTHORITY MAY THEN COLLECT SUCH COSTS BY ADDING SUCH COSTS TO RESIDENTIAL LOT OWNERS WATER BILLING FEES WITHIN TIMBERLING HOLLOW.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF SAND SPRINGS, OKLAHOMA.
7. 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 SAND SPRINGS, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TREES HAVING A CALIPER OF LESS THAN FOUR (4) INCHES OUTSIDE OF THE FLOW LINE AREA OF THE OD/E, AND INSTALLATION OF BENCHES, GAZEBOS, PEDESTRIAN TRAILS & OTHER AMENITIES OUTSIDE OF THE FLOW LINE AREA OF THE OD/E SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SAND SPRINGS, OKLAHOMA
8. WITHIN AREAS IDENTIFIED AS AN OVERLAND DRAINAGE EASEMENT ("OD/E") AND AS A GENERAL UTILITY EASEMENT ("U/E") THE EASEMENT AREA MAY BE UTILIZED FOR BOTH DRAINAGE AND GENERAL UTILITY EASEMENT PURPOSES, PROVIDED HOWEVER THE GENERAL UTILITY USES AND IMPROVEMENTS SHALL NOT OBSTRUCT OR OTHERWISE INTERFERE WITH OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. CUSTOMARY UTILITY SERVICE TRANSFORMERS, PEDESTALS AND METERS SHALL NOT BE DEEMED AN OBSTRUCTION.
9. RESERVE AREA "F", OD/E & U/E SHALL ADDITIONALLY BE UTILIZED AS A STREET MEDIAN AND SHALL PROVIDE ALLOWANCE FOR UTILITIES, OPEN SPACE, SIGNAGE, AESTHETIC FEATURES AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION TO BE COMPRISED OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN TIMBERLING HOLLOW AS SET FORTH WITHIN SECTION III HEREOF.

K. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF SAND SPRINGS, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

SECTION II – PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE DEVELOPER 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 DEVELOPER, ITS SUCCESSORS AND ASSIGNS, THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS:

A. USE OF LAND

ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENCES AND ACCESSORY USES.

B. ARCHITECTURAL COMMITTEE – PLAN REVIEW

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL COMMITTEE COMPOSED OF JERRY GORDON, AND OTHER DULY AUTHORIZED REPRESENTATIVES. 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, SPECIFICATIONS, COLOR SCHEMES, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE 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 THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITH 30 DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR 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 APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHOD, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS 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 THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON THE 1ST DAY OF JANUARY, 2006, OR WHEN 90 PERCENT OF THE LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS FIRST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE HOMEOWNERS' ASSOCIATION HEREAFTER PROVIDED FOR.

C. FLOOR AREA OF DWELLINGS

1. SINGLE STORY. ALL SINGLE STORY DWELLINGS SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA, WITH THE EXCEPTION OF LOTS 11 – 14, BLOCK 3, AND LOTS 38 – 40, BLOCK 7 WHICH SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF 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 A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,100 SQUARE FEET (EXCEPT LOTS 11 – 14, BLOCK 3, AND LOTS 38 – 40, BLOCK 7 WHICH SHALL HAVE AT LEAST 2,200 SQUARE FEET) OF FINISHED HEATED LIVING AREA, WITH THE FIRST FLOOR LEVEL CONTAINING A MINIMUM OF 1,300 SQUARE FEET.
3. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT 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 7 FEET 6 INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE 7 FEET 6 INCHES FOR AT LEAST ONE-HALF THE SECOND OR UPPER STORY LIVING AREA.
4. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPHS 1 AND 2.

D. GARAGE

EACH DWELLING SHALL HAVE A GARAGE FOR AT LEAST TWO AUTOMOBILES.

E. BUILDING MATERIAL REQUIREMENTS

1. STEM WALLS. ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE OF BRICK OR STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION OR STEM WALLS SHALL BE EXPOSED.
2. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE BLACK BLEND HERITAGE II OR EQUIVALENT WITH APPROVAL OF THE ARCHITECTURAL COMMITTEE. A MINIMUM OF 8/12 ROOF PITCH COVERING 75 PERCENT OF THE GROSS ROOF AREA SHALL APPLY TO ALL DWELLING UNITS; HOWEVER, A MINIMUM 4/12 ROOF PITCH SHALL BE ALLOWED OVER PORCH AND PATIO AREAS.
3. EXTERIOR WALLS. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE A MINIMUM OF 50% BRICK, STONE, OR STUCCO; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS. (EXCLUSIVE OF FIREPLACE CHOSEN).
4. WINDOWS. ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES WILL BE IN COLOR HARMONY WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED, OR STAINED.
5. SIDING. NO STEEL, ALUMINUM, OR PLASTIC SIDING SHALL BE PERMITTED ON ANY BUILDING.
6. CHIMNEYS. ALL CHIMNEYS VISIBLE FROM THE STREET SHALL BE BRICK STONE, OR STUCCO. CHIMNEY CAPS SHALL BE RECTANGULAR AND SHALL BE BLACK.
7. MAIL BOXES. ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE CAST ALUMINUM OR CAST IRON AND SHALL BE "FILIGREE" DESIGN (ALMA).

F. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED FOR BUSINESS, PROFESSIONAL, TRADE, OR COMMERCIAL PURPOSES ON ANY PORTION OF ANY LOT.

G. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON 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.

H. SIGNS PROHIBITED

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT AS FOLLOWS:

1. SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED 9 SQUARE FEET IN DISPLAY SURFACE AREA.
2. DURING THE DEVELOPMENT PERIOD OF TIMBERLING HOLLOW, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT MAY BE LOCATED AT THE ENTRANCES TO TIMBERLING HOLLOW.
3. PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO TIMBERLING HOLLOW.

I. EXISTING BUILDING

NO EXISTING ERECTED BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACED ON ANY LOT.

J. TEMPORARY STRUCTURES AND OUTBUILDINGS

1. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.
2. EXCEPT FOR BUILDINGS EXISTING AT THE TIME OF FILING OF THIS PLAT, ANY BUILDING WHICH IS DETACHED FROM THE PRINCIPAL DWELLING STRUCTURE 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 SPECIFICATIONS AND DESIGN THEREOF ARE APPROVED BY THE ARCHITECTURAL COMMITTEE AS PROVIDED WITHIN SUBSECTION B OF SECTION II.

K. 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 TIMBERLING HOLLOW.

L. ANTENNAS

NO RADIO OR TELEVISION TOWER, AERIAL, OR ANTENNA SHALL BE LOCATED ON ANY LOT. SATELLITE DISHES SHALL BE SCREENED FROM VIEW FROM THE STREET.

M. INTERIOR FENCES OR WALLS

INTERIOR FENCES AND WALLS SITUATED UPON RESIDENTIAL LOTS SHALL NOT 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. FENCES OR WALLS SHALL BE OF WOOD, BRICK, STONE OR STUCCO, AND NO WIRE FENCES SHALL BE PERMITTED EXCEPT BLACK-VINYL COATED CYCLONE FENCING ONLY IN THOSE SPECIFIC AREAS LISTED UNDER SECTION IV BELOW.

N. LANDSCAPING REQUIREMENTS

WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN TIMBERLING HOLLOW, THE LOT OWNER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH LOT OWNER SHALL PLANT THE EQUIVALENT WORTH OF \$1,000.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF TWO (2) TREES TO BE LOCATED IN THE FRONT YARD AREA OF THE LOT WHICH ARE OF AT LEAST 2" IN DIAMETER. A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE FOR APPROVAL PRIOR TO INSTALLATION OF PLANTING MATERIALS UPON A LOT.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF THE TIMBERLING HOLLOW HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN TIMBERLING HOLLOW (HEREINAFTER REFERRED TO AS THE "TIMBERLING HOLLOW HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE GENERAL COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION RESERVE AREAS "A" & U/E, "B", OD/E & U/E, "C" & U/E, "D" & U/E, "E" & U/E, AND "F", OD/E & U/E, FOR THE PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF TIMBERLING HOLLOW.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS RECORDED OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT SHALL BE A MEMBER OF THE TIMBERLING HOLLOW HOMEOWNERS' ASSOCIATION. MEMBERSHIP, AS ABOVE SET FORTH, SHALL BE MANDATORY AND SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN TIMBERLING HOLLOW SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE GENERAL COMMON AREAS OF THE SUBDIVISION.

SECTION IV. SPECIAL FENCING REQUIREMENTS

- A. ALONG THE REAR (EAST) PROPERTY LINES OF LOTS 1 - 4 OF BLOCK 3, AND THE PROPERTY BOUNDARY LINES OF LOTS 5 AND 14 OF BLOCK 3 THAT ARE IN COMMON WITH RESERVE AREA "B", OD/E, & U/E WITHIN THE SUBDIVISION, A UNIFORM FENCING STYLE AND STANDARD SHALL BE ESTABLISHED FOR THE AESTHETIC BENEFIT OF THE SUBDIVISION AS SET FORTH IN THE PARAGRAPH B BELOW.
- B. FENCING CONSTRUCTION ALONG THOSE LOT LINES AND BOUNDARIES DESCRIBED IN PARAGRAPH A ABOVE SHALL BE LIMITED TO A UNIFORM HEIGHT OF FOUR (4) FEET, WITH FENCING POST AND RAILING MATERIALS TO BE LIMITED TO TOP-GRADE TREATED ROUND LANDSCAPING POST MATERIAL. FENCE WEBBING SHALL BE LIMITED TO BLACK-VINYL COATED CYCLONE FENCING MATERIAL. CONSTRUCTION OF ALL FENCING SHALL BE OF FIRST CLASS WORKMANSHIP AND UTILIZE ONLY NEW BUILDING CONSTRUCTION MATERIALS.
- C. ON LOTS 27 – 34, BLOCK 1 AND LOTS 11 – 19, BLOCK 7, ALL FENCING INSTALLED ADJACENT TO WEST 41ST STREET SOUTH MUST BE SETBACK A MINIMUM OF TWO (2) FEET NORTH OF THE THREE (3) FOOT RIGHT-OF-WAY DEDICATION AREA SHOWN ON THE ACCOMPANYING PLAT.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, 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. 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 SAND SPRINGS, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS, SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN TIMBERLING HOLLOW SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR, ANY OWNER OF A RESIDENTIAL LOT OF 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 PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A RESIDENTIAL LOT WHICH ACTION SEEKS TO

ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE SAND SPRINGS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF SAND SPRINGS, OKLAHOMA. THE COVENANTS WITHIN SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 50 PERCENT OF THE LOTS WITHIN TIMBERLING HOLLOW OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 50 PERCENT OF THE LOTS WITHIN THE SUBDIVISION. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION 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: JERRY R. GORDON DEVELOPMENT, INC., AN OKLAHOMA CORPORATION HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2003.

JERRY R. GORDON DEVELOPMENT, INC.
AN OKLAHOMA CORPORATION

BY: _____
JERRY R. GORDON, PRESIDENT

STATE OF OKLAHOMA)

COUNTY OF TULSA) ss.
)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2003, PERSONALLY APPEARED JERRY R. GORDON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS PRESIDENT, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMISSION NUMBER:

CERTIFICATE OF SURVEY

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, INC., 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "TIMBERLING HOLLOW", A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS _____ DAY
OF _____, 2003, PERSONALLY APPEARED DEAN ROBINSON, TO
ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE
SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE
THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

JULY 30, 2006

COMMISSION NUMBER:

02012872