

LIBERTY 342 - BLOCK 1

SECTION II. RESTRICTIONS AND COVENANTS

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, WALL, DRIVEWAY, OR LANDSCAPING SHALL BE ERECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, LANDSCAPING PLANS, AND SPECIFICATIONS FOR ALL STRUCTURES TO BE BUILT, AND LANDSCAPING TO BE INSTALLED, INCLUDING COLOR SCHEME, MATERIALS AND PLOT PLAN, ARE ON FILE WITH LIBERTY 342 BLOCK 1 ARCHITECTURAL COMMITTEE, INITIALLY TO BE TC BURTON LLC MEMBERS OR THEIR DULY AUTHORIZED REPRESENTATIVE OR SUCCESSORS. ANY CHANGES TO PLANS ON FILE WITH THE ARCHITECTURAL COMMITTEE OR ANY ADDITIONAL NEW PLANS WILL NEED WRITTEN APPROVAL BEFORE CONSTRUCTION MAY BEGIN.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE EXERCISED BY A REPRESENTATIVE APPOINTED BY TC BURTON LLC OR SUCCESSORS.

4. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE ARCHITECTURAL COMMITTEE SHALL HAVE THE AUTHORITY TO APPROVE VARIANCES, MODIFICATIONS, OR EXCEPTIONS TO ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN, PROVIDED SUCH APPROVAL IS GRANTED IN WRITING.

B. CONSTRUCTION TIMELINE:

CONSTRUCTION OF ANY RESIDENCE SHALL BE COMPLETED WITHIN TWELVE (12) MONTHS FROM THE COMMENCEMENT OF CONSTRUCTION.

C. MINIMUM LIVING AREA PER SINGLE FAMILY RESIDENCE:

1. ONE-LEVEL HOMES SHALL CONTAIN A MINIMUM OF 2,200 SQUARE FEET OF LIVING AREA.
2. TWO-LEVEL HOMES SHALL CONTAIN A MINIMUM OF 2,600 SQUARE FEET OF LIVING AREA WITH AT LEAST 1,800 SQUARE FEET ON THE GROUND LEVEL.

D. FRONTING OF HOMES:

1. HOMES CONSTRUCTED ON LOTS FRONTING E. 181ST STREET (LOTS 3–17) OR S. HARVARD AVENUE (LOTS 1–2) SHALL FACE THOSE RESPECTIVE STREETS.

E. MASONRY REQUIREMENTS:

1. A MINIMUM OF SEVENTY PERCENT (70%) OF THE EXTERIOR WALL SURFACE OF EACH RESIDENCE SHALL BE MASONRY, CONSISTING OF BRICK, STONE, OR STUCCO.
2. THE ENTIRE FIRST LEVEL OF EACH RESIDENCE SHALL BE 100% MASONRY.
3. THE SECOND LEVEL MAY INCLUDE STUCCO OR SIDING.
4. CHIMNEYS MAY BE CONSTRUCTED OF STUCCO OR SIDING.

F. WINDOW REQUIREMENTS:

ALL WINDOWS SHALL BE VINYL-CLAD, WOOD-FRAMED, OR EQUIVALENT HIGH-QUALITY MATERIALS.

G. ROOFING PITCH REQUIREMENTS:

1. ROOF PITCH AND MATERIALS: THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 10/12 AND A PITCH OF 4/12 SHALL BE PERMITTED OVER PORCHES AND PATIOS.
2. MINIMAL AREAS OF FLAT ROOFING MAY BE PERMITTED FOR ARCHITECTURAL ACCENTING.

H. ROOFING MATERIALS:

1. ROOFING MATERIALS SHALL BE HIGH-QUALITY 30-YEAR DIMENSIONAL SHINGLES OR EQUIVALENT.
2. APPROVED ROOFING COLORS SHALL BE WEATHERED WOOD, THUNDERSTORM GREY, OR BLACK.
3. METAL ROOFING MAY BE USED FOR MINIMAL ACCENT AREAS ONLY.
4. VENT PIPES, CHIMNEY CAPS, AND ALL EXPOSED SHEET METAL FLASHINGS SHALL BE PAINTED TO MATCH THE SURROUNDING ROOF COVERING.

I. ATTACHED GARAGES:

1. EACH RESIDENCE SHALL INCLUDE AN ATTACHED GARAGE.
2. ATTACHED GARAGES SHALL PROVIDE SPACE FOR A MINIMUM OF TWO (2) STANDARD SIZE VEHICLES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR.
3. FRONT-FACING GARAGES MAY BE PERMITTED WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
4. CARPORTS SHALL NOT BE PERMITTED.

J. PATIO COVERS:

ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOF LINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

K. SEPTIC OR AEROBIC SYSTEMS:

EACH PROPERTY SHALL INSTALL AND MAINTAIN A SEPTIC SYSTEM OR AEROBIC SYSTEM IN ACCORDANCE WITH APPLICABLE ODEQ REGULATIONS.

L. DRIVEWAYS:

EACH PROPERTY SHALL INSTALL A CONCRETE DRIVEWAY FROM THE STREET TO THE PROPERTY LINE. GRAVEL MAY BE USED BEYOND THE PROPERTY LINE WITHIN THE LOT.

DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL SHARED DRIVEWAY DETAIL SHOWN BELOW.

M. OUTBUILDINGS:

1. ONE OUTBUILDING PER LOT SHALL BE PERMITTED.
2. OUTBUILDINGS SHALL NOT EXCEED 1,200 SQUARE FEET IN SIZE UNLESS OTHERWISE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.
3. OUTBUILDINGS SHALL BE LOCATED BEHIND THE REAR WALL OF THE RESIDENCE.
4. ANY COVERED EXTERIOR STORAGE (LEAN-TO) MUST HAVE A CONCRETE FLOOR AND SHALL BE LOCATED EITHER BEHIND THE OUTBUILDING OR FACING THE INTERIOR OF THE LOT. SUCH STORAGE AREAS MAY NOT EXCEED THE LENGTH OF THE CORRESPONDING SIDE OF THE BUILDING.
5. OUTBUILDINGS SHALL HAVE CONCRETE FLOORS AND ELECTRICAL SERVICE.
6. OUTBUILDINGS SHALL BE CONSISTENT IN COLOR WITH THE PRIMARY RESIDENCE UNLESS OTHERWISE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

N. ADDITIONAL STRUCTURES:

1. NO MOBILE HOMES OR MANUFACTURED HOUSING UNITS SHALL BE PERMITTED ON ANY LOT.
2. NO STRUCTURE OF A TEMPORARY CHARACTER SHALL BE USED AT ANY TIME AS A RESIDENCE.
3. NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

O. MAILBOXES:

EACH RESIDENCE SHALL INSTALL AND MAINTAIN A BRICK OR STONE MAILBOX AT THE ROAD.

P. FOUNDATIONS:

ANY FOUNDATION EXTENDING ABOVE GROUND LEVEL SHALL INCLUDE A BRICK OR STONE FACADE.

Q. LOT MAINTENANCE:

1. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, FREE OF CLUTTER AND DEBRIS.
2. ALL EQUIPMENT AND STORAGE AREAS SHALL BE SCREENED FROM VIEW FROM STREETS AND NEIGHBORING LOTS.
3. NO INOPERATIVE OR UNLICENSED VEHICLE OR MACHINERY SHALL BE STORED OUTSIDE ON ANY LOT.

R. NOXIOUS ACTIVITY:

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, INCLUDING BUT NOT LIMITED TO ACTIVITIES THAT PRODUCE EXCESSIVE NOISE, ODOR, FUMES, DUST, SMOKE, VIBRATION, OR OTHER CONDITIONS THAT MAY DISTURB NEIGHBORING PROPERTIES.

S. BUSINESS USE:

BUSINESS OR COMMERCIAL ACTIVITY SHALL NOT BE CONDUCTED ON ANY LOT IF SUCH ACTIVITY IS VISIBLE FROM THE EXTERIOR, GENERATES ADDITIONAL TRAFFIC, PRODUCES NOISE, OR OTHERWISE CREATES A NUISANCE TO NEIGHBORING PROPERTIES.

T. SIGNAGE:

NO SIGNS SHALL BE DISPLAYED ON ANY LOT EXCEPT FOR ONE (1) SIGN ADVERTISING THE PROPERTY FOR SALE OR LEASE, NOT TO EXCEED FIVE (5) SQUARE FEET.

U. ANIMALS:

1. LIVESTOCK SHALL BE LIMITED TO HORSES, LLAMAS, ALPACAS, AND GOATS.
2. NO MORE THAN ONE (1) LIVESTOCK ANIMAL PER ACRE SHALL BE PERMITTED.

3. POULTRY SHALL BE LIMITED TO SIX (6) CHICKENS (HENS) AND MUST BE KEPT IN AN APPROPRIATE CHICKEN HOUSE OR FENCED ENCLOSURE.

4. NO SWINE SHALL BE PERMITTED.

5. CATTLE MAY BE KEPT ON A TEMPORARY BASIS FOR PARTICIPATION IN 4-H OR FFA PROGRAMS.

V. SWIMMING POOLS:

1. ABOVE-GROUND SWIMMING POOLS ARE PROHIBITED.

2. ANY LOT CONTAINING AN IN-GROUND SWIMMING POOL SHALL INCLUDE APPROPRIATE SAFETY FENCING.

W. FENCING:

1. ALL FENCING SHALL BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE, PRIOR TO INSTALLATION.

2. NO BARBED WIRE FENCING SHALL BE PERMITTED ON LOTS 1–17.

3. THE INTERIOR SIDE OF ANY APPROVED FENCE MAY BE LINED WITH BLACK CHAIN LINK.

4. ALL FENCING SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIR BY THE LOT OWNER.

5. IN EVERY INSTANCE, THE ARCHITECTURAL COMMITTEE HAS THE RIGHT TO DENY OR APPROVE ANY FENCING AS IT DEEMS APPROPRIATE.

X. ANTENNAE:

ALL OUTDOOR ANTENNAS AND DISHES MUST BE MOUNTED IN AN AREA LOCATED TO THE REAR OR SIDE OF THE HOME WITH THE INTENT OF OBSCURING THE ANTENNA FROM THE STREET VIEW. SATELLITE DISH(S) MUST BE 1 METER (39.37”) OR LESS IN DIAMETER.

Y. RECREATIONAL VEHICLES AND BOATS:

NO MORE THAN ONE (1) RECREATIONAL VEHICLE AND ONE (1) BOAT MAY BE STORED OUTSIDE ON ANY LOT. SUCH VEHICLES SHALL BE STORED IN A LOCATION THAT MINIMIZES VISIBILITY FROM THE STREET.

Z. WIND GENERATORS AND SOLAR COLLECTORS:

NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED.

AA. NO FURTHER SUBDIVISION:

NO LOT SHALL BE FURTHER SUBDIVIDED, RE-PLATTED, OR SEPARATED INTO SMALLER PARCELS, AND NO RESIDENCE SHALL BE CONSTRUCTED ON LESS THAN ONE (1) FULL PLATTED LOT. LOT LINES SHALL NOT BE CHANGED, ADJUSTED, OR RELOCATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE, THE TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) OR ITS SUCCESSORS, AND TULSA COUNTY.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, SEVERABILITY AND GENERAL PROVISIONS

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. UTILITY EASEMENTS AND RIGHTS-OF-WAY ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY, THE COVENANTS CONTAINED WITHIN SECTION I., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. RESTRICTIONS AND COVENANTS, SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE ONLY BY THE OWNER OF A LOT, THE LIBERTY 342 BLOCK 1 ARCHITECTURAL COMMITTEE, AND/OR ANY HOMEOWNERS ASSOCIATION HEREAFTER ESTABLISHED FOR THE SUBDIVISION.

IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH WITHIN SECTION II., IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY

LOT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT AND/OR TO RECOVER DAMAGES. WITH THE EXCEPTION OF ACTIONS TO ENFORCE COVENANTS CONTAINED WITHIN SECTION I., PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THESE RESTRICTIONS, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OCCURRING, OR HAS OCCURRED, WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE RESTRICTIONS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE ARCHITECTURAL COMMITTEE, ANY HOMEOWNERS ASSOCIATION, OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION:

THESE COVENANTS AND RESTRICTIONS SET FORTH WITHIN THIS DEED OF DEDICATION, 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 THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT:

THE COVENANTS CONTAINED WITHIN SECTION I. UTILITY EASEMENTS AND RIGHTS-OF-WAY 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 TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) OR ITS SUCCESSORS AND TULSA COUNTY. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II. RESTRICTIONS AND COVENANTS 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 ONE (1) LOT, OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST FIFTY PERCENT (50%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF FIFTY PERCENT (50%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY:

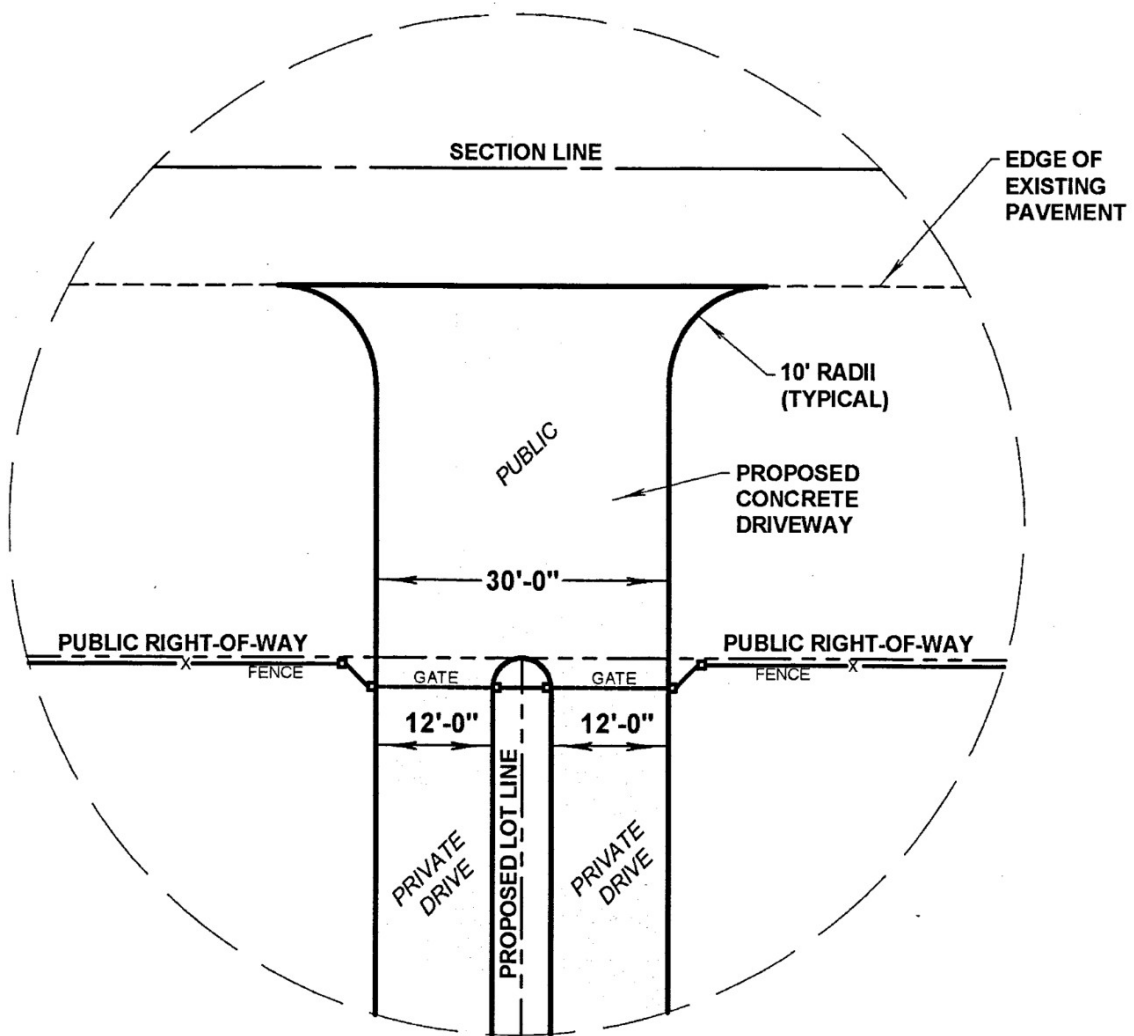
INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

E. DECLARANT RIGHTS AND EXEMPTION:

NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, TC BURTON LLC, ITS SUCCESSORS AND ASSIGNS (THE "DECLARANT"), SHALL NOT BE BOUND BY THESE COVENANTS AND RESTRICTIONS WITH RESPECT TO ANY LOT OWNED BY DECLARANT AND MAY USE, DEVELOP, OR MODIFY SUCH LOTS IN ANY MANNER DEEMED APPROPRIATE BY DECLARANT.

F. CREATION OF HOMEOWNERS ASSOCIATION:

IN THE EVENT THAT THE OWNERS OF A MAJORITY OF THE LOTS WITHIN THE SUBDIVISION DESIRE TO ESTABLISH A HOMEOWNERS ASSOCIATION, SUCH ASSOCIATION MAY BE FORMED ONLY WITH THE PRIOR WRITTEN CONSENT OF TC BURTON LLC, ITS SUCCESSORS AND ASSIGNS (THE "DECLARANT"). UPON FORMATION, THE HOMEOWNERS ASSOCIATION SHALL HAVE THE AUTHORITY TO ADOPT AND ENFORCE RULES AND REGULATIONS CONSISTENT WITH THESE COVENANTS AND RESTRICTIONS; PROVIDED, HOWEVER, THAT THE DECLARANT SHALL NOT BE SUBJECT TO OR BOUND BY ANY SUCH HOMEOWNERS ASSOCIATION OR ITS RULES OR REGULATIONS.



TYPICAL SHARED DRIVEWAY DETAIL